

STANDARD INSURANCE COMPANY

A Stock Life Insurance Company
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GROUP LONG TERM DISABILITY INSURANCE CERTIFICATE

POLICYHOLDER:	North Dakota University System
GROUP POLICY NUMBER:	136108-A
GROUP POLICY EFFECTIVE DATE:	July 1, 2004
GROUP POLICY ANNIVERSARY DATE:	Each future July 1
STATE OF ISSUE:	North Dakota

The Table of Contents on the next page will help you locate important items, such as the date you become eligible, the benefits and definitions of terms.

PLEASE READ THE ENTIRE CERTIFICATE. IT IS IMPORTANT.

This certificate details the main features of the insurance provided under the Group Policy issued to the Policyholder by Standard Insurance Company (Standard). Subject to the terms and conditions of the Group Policy, you are insured for the benefits described in this certificate. 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.

Free Look Provision: If you contribute to the cost of your insurance, you may cancel your coverage under the Group Policy within 10 days of your receipt of this certificate by returning this certificate to Standard. Include your name and address. Upon such cancellation, we will return any premium paid for your coverage under the Group Policy to the Policyholder and your coverage will be considered never in effect.

Unless defined differently within a particular provision, the terms "you" and "your" mean the Employee. Other defined terms appear with their initial letters capitalized.

This certificate replaces any other certificates that may have been previously issued to you describing this insurance.



President

GCTC1002-LTD

TABLE OF CONTENTS

PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE	1
ELIGIBILITY.....	1
BENEFITS	1
OTHER FEATURES INCLUDE.....	3
DISABILITIES NOT COVERED.....	3
PART 2: ELIGIBILITY	4
To Be Eligible for Insurance.....	4
You Will Become Eligible for Insurance.....	4
If You Are Rehired	4
To Become Insured	5
Your Insurance Will Become Effective	5
The Active Work Requirement Will Not Apply To You	5
The Cost For The Insurance	5
PART 3: DISABILITY BENEFITS	5
WHEN BENEFITS START AND DURATION OF BENEFITS	5
Benefits Will Be Payable	5
After Benefits Start, They Will Continue To Be Payable.....	6
Recurrent Disability	6
TYPES OF BENEFITS	7
(A) The Monthly Income Benefit	7
(B) The Monthly Annuity Premium Benefit	8
(C) The Annual Benefit Adjustment.....	9
(D) The Survivor Income Benefit	9
TYPES OF SERVICES.....	10
Rehabilitation Service.....	10
Social Security Disability Assistance.....	10
PART 4: DISABILITIES NOT COVERED	10
No Benefits Will Be Paid	10
Nor Will Benefits Be Payable For Any Period During Which:	11
PART 5: WHEN INSURANCE CEASES	12
Your Insurance Will Cease.....	12
Benefits After Insurance Ceases or Is Changed	12
CONVERSION OF LONG TERM DISABILITY INSURANCE.....	12
PART 6: APPLYING FOR BENEFITS AND REQUESTING INFORMATION	14
Applying for Benefits	14
(A) Time Limits.....	14
(B) Notice Of Decision On Claim	14
(C) Review Procedure.....	14
Requests for Information About Your Insurance.....	15
PART 7: GENERAL PROVISIONS	15
Proof of Disability and Other Proof.....	15
(A) Written Proof.....	16
(B) Types of Proof	16
(C) Other Proof.....	16
Investigation of Claim.....	16
Overpayment of Benefits	16
Assignment.....	16
The Group Policy.....	16
Discretionary Authority For Claims	17
Legal Proceedings Against Standard	17
Incontestability of Insurance	17
Incontestability of the Group Policy or Employer Coverage Under the Group Policy	18

Clerical Error	18
Misstatement	18
PART 8: DEFINITIONS	18
Active Work or Actively At Work.....	18
Benefits From Other Sources.....	18
(A) Social Security or Similar Benefits	19
(B) Workers' Compensation or Similar Benefits	19
(C) Other Benefits	20
(D) Sick Pay and Other Salary Continuation.....	20
For Amounts Paid in One Sum	20
Changes in the Amounts of Benefits From Other Sources.....	21
Disability or Disabled	21
Employee.....	21
Employer	21
Group Policy	21
Hospital or Institution	21
Lost Income	21
Material Duties	22
Mental Illness	22
Monthly Earnings While Disabled	22
Monthly Wage Base.....	22
Increasing Monthly Wage Base	23
Normal Occupation	23
Physician.....	23
Regular Care.....	23

PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE

ELIGIBILITY

Employer

North Dakota University System

Eligible Class(es)

All active Employees who are faculty members, administrators, or professional Employees who participate in the Teachers Insurance and Annuity Association-College Retirement Equities Fund (TIAA-CREF) retirement plans, Teachers Insurance Retirement Fund (TIRF), Teachers Fund for Retirement (TFFR), or the Federal Civil Service Retirement System.

Work Test

All faculty Employees:

You are not required to meet the Work Test to be considered a full-time Employee under the Group Policy.

All non-faculty Employees:

You must work at least 20 hours per week to be considered a full-time Employee under the Group Policy.

Except, if you are an otherwise eligible Employee, you will not become ineligible for insurance solely by reason of a reduction in your work schedule due to your participation in your Employer's Phased Retirement Plan.

Waiting Period

For Employees in an Eligible Class on the Group Policy Effective Date:

For all Employees eligible for insurance: None

For Employees who enter an Eligible Class after the Group Policy Effective Date:

For all Employees eligible for insurance: None

BENEFITS

Benefits Start

...as of the first day of the month after the end of the Elimination Period. The Elimination Period is the period you must be continuously Disabled before benefits become payable. The Elimination Period is 6 months.

Normal Occupation Period

...is the first 24 months after the Elimination Period.

Any Occupation Period

...begins at the end of the Normal Occupation Period and continues while benefits are payable.

Benefits Continue

...during a term of continuous Disability until the following age or time limit:

<u>Age When Disability Starts</u>	<u>Age or Time Limit</u>
59 or younger	To age 65
60 through 64.....	5 years
65 through 68.....	To age 70
69 or older	1 year

except, no benefits will be payable for more than 24 months if Disability is caused or contributed to by or medical or surgical treatment of alcoholism and/or drug abuse, or use of alcohol or drugs unless prescribed by and taken in accordance with the instructions of a Physician as set forth in "After Benefits Start, They Will Continue To Be Payable" in PART 3: DISABILITY BENEFITS.

Benefit Types and Amounts:

(A) The Monthly Income Benefit

...equals:

- (1) 60% of your Monthly Wage Base not to exceed a benefit of \$10,000 per month; or if less,
- (2) 70% of your Monthly Wage Base not to exceed a benefit of \$10,000 per month, less the sum of the Benefits From Other Sources (see PART 8: DEFINITIONS) that apply to the same month.

The Monthly Income Benefit may be adjusted by the Annual Benefit Adjustment.

In no event will the Monthly Income Benefit be less than \$100; or if greater, 10% of the Monthly Income Benefit before Benefits From Other Sources are subtracted.

If your Monthly Earnings While Disabled are more than 20% of your Increasing Monthly Wage Base, the Monthly Income Benefit will be adjusted. See PART 3: DISABILITY BENEFITS.

(B) The Monthly Annuity Premium Benefit

...is equal to a percentage of your Monthly Wage Base determined by your years of service and classification as shown below:

For all active Teaching and research faculty, with ranks of professor or associate professor, research personnel with equivalent rank, and executive and administrative staff

<u>Years of Service</u>	<u>Monthly Annuity Premium Benefit</u>
0 through 10 years	11%
Over 10 years	12%

For all active Teaching and research faculty, with ranks of assistant professor or instructor, research personnel and lecturers with equivalent rank, and professional staff

<u>Years of Service</u>	<u>Monthly Annuity Premium Benefit</u>
0 through 2 years	5%
3 through 10 years	11%
Over 10 years	12%

As your Years of Service increases during a period of Disability, the Monthly Annuity Premium Benefit will be adjusted to conform with the above schedule. The adjustment will take effect as of the first day of the month that falls on or next follows the date of such change in Years of Service.

This benefit will be credited to Teachers Insurance Annuity Association of America (TIAA) and College Retirement Equities Fund (CREF) retirement annuities.

The Monthly Annuity Premium Benefit may be adjusted by the Annual Benefit Adjustment.

If your Monthly Earnings While Disabled are more than 20% of your Increasing Monthly Wage Base, the Monthly Annuity Premium Benefit will be adjusted. See PART 3: DISABILITY BENEFITS.

The United States Internal Revenue Code limits contributions for you under your Employer's retirement plan. Standard can pay the Monthly Annuity Premium Benefit only to the extent of those limits.

(C) The Annual Benefit Adjustment

...adjusts the Monthly Income Benefit (including the minimum Monthly Income Benefit) and the Monthly Annuity Premium Benefit. The first adjustment will take effect 36 months after the date benefits are first payable for a term of Disability. The adjustment will equal the percentage change in the U.S. Consumer Price Index but will never be greater than 3%.

(D) The Survivor Income Benefit

...equals the last Monthly Income Benefit payable to you for the month in which you die before Benefits From Other Sources are subtracted, multiplied by 3 and will be paid in a lump sum. It will be paid to your Surviving Dependent(s) if you had been Disabled for at least 12 months.

OTHER FEATURES INCLUDE

Eligibility When You Are Rehired

Rehabilitation Service

Social Security Disability Assistance

Work Transition Period

A Conversion Privilege

When your insurance ends, you may buy group long term disability (LTD) conversion insurance if you meet the terms set forth in "Conversion Of Long Term Disability Insurance" in PART 5: WHEN INSURANCE CEASES.

LTD Conversion Benefit Maximum: \$7,500

DISABILITIES NOT COVERED

No Benefits Will Be Paid

...if the Disability is caused or contributed to by:

- (1) an intentionally self-inflicted condition; or
- (2) War; or
- (3) taking part in a felony; or
- (4) riot; or
- (5) a Preexisting Condition;

Nor Will Benefits Be Payable For Any Period During Which You:

- (1) are in prison; or
- (2) are outside the United States, its territories and possessions, or Canada; or
- (3) do not participate in rehabilitation; or
- (4) are not under the Regular Care of a Physician; or
- (5) do not provide written proof of Disability; or
- (6) fail or refuse to be examined at Standard's request.

See PART 4: DISABILITIES NOT COVERED.

PART 2: ELIGIBILITY

To Be Eligible for Insurance

...you must be in an Eligible Class and meet any required Work Test shown in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE.

You Will Become Eligible for Insurance

...on the latest of:

- (1) the Group Policy Effective Date, if you are in an Eligible Class and have completed the required Waiting Period on that date; and
- (2) the first day of the month that falls on or next follows the date you complete any required Waiting Period shown in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE for your Eligible Class; and
- (3) the first day of the month that falls on or next follows the date you complete any required Waiting Period shown in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE for your Eligible Class, if you enter the class after the Group Policy Effective Date;

provided you are Actively at Work on the date you are to become eligible. If you are incapable of Active Work on that date, you will become eligible on the date after you have completed 5 full consecutive days of Active Work.

If You Are Rehired

...within 1 year of the date employment ceased you will become eligible for insurance on:

- (1) the date of your re-entry into an Eligible Class, if you meet any required Work Test shown in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE, and you were previously insured under the Group Policy; or
- (2) the date you become eligible for insurance as set forth in "You Will Become Eligible for Insurance" above, if you were not previously insured under the Group Policy. All full months of service in an Eligible Class prior to the date employment ceased will be used in determining this date.

You must be Actively at Work on the date you are to become eligible. If you are incapable of Active Work on that date, you will become eligible on the date after you have completed 5 full consecutive days of Active Work. If you are a rehired Employee, your most recent effective date of insurance will be used throughout this certificate as the date you became insured.

To Become Insured

...you must be eligible for insurance.

Your Insurance Will Become Effective

...on the first of the month that falls on or next follows the date you become eligible, provided you are Actively at Work on the date the insurance is to begin. If you are incapable of Active Work on that date, your insurance will not become effective until the day after you have completed 5 full consecutive days of Active Work.

The Active Work Requirement Will Not Apply To You

...if you were covered under your Employer's prior group long term disability 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 being Actively at Work. The Monthly Income Benefit payable for a period of continuous Disability beginning before you are Actively at Work will be the monthly income benefit which would have been payable under the terms of that prior plan if it had remained in force, reduced by any benefits payable under that prior plan. There is no minimum Monthly Income Benefit if there is a reduction by benefits payable under that prior plan.

The Cost For The Insurance

...is paid by your Employer.

Generally near the Group Policy Anniversary Date, Standard reviews the plan and the premiums being charged. If a premium change is to be made, Standard will notify your Employer.

PART 3: DISABILITY BENEFITS

WHEN BENEFITS START AND DURATION OF BENEFITS**Benefits Will Be Payable**

...as of the first day of the month after the end of the Elimination Period shown in "Benefits Start" in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE, if the following conditions are met:

- (1) Disability starts while you are insured under the Group Policy; and
- (2) Disability does not result from any cause set forth in PART 4: DISABILITIES NOT COVERED; and
- (3) proof of Disability is given to Standard as set forth in PART 7: GENERAL PROVISIONS; and
- (4) for payment of the Monthly Annuity Premium Benefit, the conditions set forth in "Types Of Benefits" in PART 3: DISABILITY BENEFITS.

However, if you:

- (1) return to Active Work for your Employer before benefits are payable; and
- (2) become Disabled again from the same or related cause within 90 days of your return to Active Work;

the term of Disability will be considered continuous. Any days of Active Work, however, will not count toward meeting the Elimination Period. This paragraph will not apply if you return to Active Work after the date the Group Policy terminates.

No benefits will be payable for the Elimination Period shown in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE.

After Benefits Start, They Will Continue To Be Payable

...each month during your term of continuous Disability. The last benefit payment will be made as of the first day of the month in which the earliest of these events occurs:

- (1) you are no longer Disabled; or
- (2) you reach a limit shown under "Benefits Continue" in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE; or
- (3) you die; or
- (4) you fail to provide proof of continued Disability and entitlement to benefits under the Group Policy; or
- (5) benefits become payable under any other long term disability plan under which you become insured through employment during a period of temporary recovery; or
- (6) you attain the time limit below, if Disability is caused or contributed to by, or medical or surgical treatment of alcoholism and/or drug abuse or use of alcohol or drugs unless prescribed by and taken in accordance with the instructions of a Physician. The time limit is the number of months of benefits shown under "Benefits Continue" in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE for alcoholism and/or drug abuse or use of alcohol or drugs. Except, if at the end of that period you are confined to a Hospital or Institution, benefits will continue to be payable for the remainder of the confinement. Upon discharge:
 - (a) benefits will continue to be payable for 3 months, if you continue to be Disabled; and
 - (b) if during the 3 month period in (a) above, you are reconfined to a Hospital or Institution for at least 14 consecutive days, benefits will continue to be payable during the reconfinement and for an additional 3 months following your discharge.

Upon attaining the time limits shown under "Benefits Continue" in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE, no further benefits are payable for any alcoholism and/or drug abuse or use of alcohol or drugs unless prescribed by and taken in accordance with the instructions of a Physician until after you:

- (a) have been insured under the Group Policy; and
- (b) have returned to Active Work for at least 6 continuous months.

Recurrent Disability

If, after benefits cease because you are no longer Disabled, you:

- (1) return to Active Work; and
- (2) become Disabled again from the same or related cause within 12 months after the date benefits ceased;

benefits will begin as of the first day of the month after Disability starts again and the term of Disability will be considered continuous.

Benefits payable during a term of recurrent Disability will be based on the provisions and Monthly Wage Base that applied to the prior term of Disability. This provision will not apply to

you if you become Disabled again after your insurance ceases as set forth in PART 5: WHEN INSURANCE CEASES, nor will it apply to you if while receiving benefits you also attain a limit shown under "Benefits Continue" in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE.

TYPES OF BENEFITS

(A) The Monthly Income Benefit

...is equal to the amount shown in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE.

(In the case of the last benefit payment, Standard will use the amount of Benefits From Other Sources that applied to the prior month.) Benefits From Other Sources are set forth in detail in PART 8: DEFINITIONS.

If your Monthly Earnings While Disabled are 20% or less of your Increasing Monthly Wage Base, no change will be made to the amount of the Monthly Income Benefit.

If your Monthly Earnings While Disabled are more than 20% of your Increasing Monthly Wage Base after the Elimination Period, a Work Transition Period will be provided. During the Work Transition Period, no change will be made to the Monthly Income Benefit as shown in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE, except to stay within the 100% limit stated below. The Work Transition Period will begin the first month that your Monthly Earnings While Disabled are more than 20% of your Increasing Monthly Wage Base and will end after 12 consecutive months. In no event will the Work Transition Period exceed the first 12 months of benefits for you.

After the Work Transition Period, a percentage of the Monthly Income Benefit is payable. The percentage is obtained by dividing Lost Income by the Increasing Monthly Wage Base. That percentage is then applied as the multiplier to the amount of the Monthly Income Benefit. As any changes occur in your Monthly Earnings While Disabled, Increasing Monthly Wage Base, or Monthly Income Benefit, the amount of benefits payable by Standard on or after the date of the change will be adjusted to reflect the change.

If at any time, including during the Work Transition Period, the Monthly Income Benefit plus the combined monthly amount of Benefits From Other Sources and Monthly Earnings While Disabled exceed 100% of your Increasing Monthly Wage Base, the Monthly Income Benefit will be adjusted. When the adjustment is made, the Monthly Income Benefit plus the combined monthly amount of Benefits From Other Sources and Monthly Earnings While Disabled will equal 100% of your Increasing Monthly Wage Base.

You will no longer be Disabled when your Monthly Earnings While Disabled from your Normal Occupation or any other occupation equals 80% or more of your Increasing Monthly Wage Base.

In no event will the Monthly Income Benefit be less than the minimum Monthly Income Benefit shown in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE.

Payment of the Monthly Income Benefit

The first benefit will be paid as of the first day of the month after the end of the Elimination Period shown in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE, and as of the first day of each month thereafter. Payment is subject to Standard's right to receive proof of continued Disability. Any unpaid benefits at your death will be paid to your estate. Standard reserves the right to pay any Monthly Income Benefit to any person as trustee for you if the trustee is a person by whom or an institution in which you are being maintained. Before payment is made to any person as trustee, Standard must be satisfied that you are not able, for physical or mental reasons, to accept payment. Such payment will discharge Standard's obligation for that payment. Standard will not be liable for the acts or neglects of any trustee

to whom payment is made. The Monthly Income Benefit may be applied to reduce any overpayment of your claim.

(B) The Monthly Annuity Premium Benefit

The amount of the Monthly Annuity Premium Benefit is determined as shown in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE.

This benefit will be payable for you if, on the date of your Disability:

- (1) periodic premiums were being paid under your Employer's retirement plan to a Teachers Insurance and Annuity Association of America (TIAA) Retirement Annuity Contract and/or to a College Retirement Equities Fund (CREF) Retirement Unit-Annuity Certificate on your life; and
- (2) all or part of such premiums were being paid by your Employer.

The Monthly Annuity Premium Benefit will cease to be paid if you elect to receive, at any time during your Disability, all of the benefit payable from such TIAA Retirement Annuity Contract and/or CREF Retirement Unit-Annuity Certificate under any option available.

The Monthly Annuity Premium Benefit does not apply to Teachers Insurance and Annuity Association of America - College Retirement Equities Fund (TIAA-CREF) Supplemental Retirement Annuities (SRAs) or to premiums paid to them.

If your Monthly Earnings While Disabled are 20% or less of your Increasing Monthly Wage Base, no change will be made to the amount of the Monthly Annuity Premium Benefit.

If your Monthly Earnings While Disabled are more than 20% of your Increasing Monthly Wage Base after the Elimination Period, a Work Transition Period will be provided. During the Work Transition Period, no change will be made to the Monthly Annuity Premium Benefit as shown in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE. The Work Transition Period will begin the first month that your Monthly Earnings While Disabled are more than 20% of your Increasing Monthly Wage Base and will end after 12 consecutive months. In no event will the Work Transition Period exceed the first 12 months of benefits for you.

After the Work Transition Period, a percentage of the Monthly Annuity Premium Benefit is payable. The percentage is obtained by dividing Lost Income by the Increasing Monthly Wage Base. That percentage is then applied as the multiplier to the amount of the Monthly Annuity Premium Benefit. As any changes occur in your Monthly Earnings While Disabled, Increasing Monthly Wage Base, or Monthly Annuity Premium Benefit, the amount of benefits payable by Standard on or after the date of the change will be adjusted to reflect the change.

Payment of the Monthly Annuity Premium Benefit

You must be Disabled and eligible to receive a Monthly Income Benefit in order for the Monthly Annuity Premium Benefit to be payable.

The Monthly Annuity Premium Benefit is not payable directly to you. The Monthly Annuity Premium Benefit will be paid as a premium remitted on your behalf under the terms of your Employer's retirement plan.

The first benefit will be paid as of the first day of the month after the end of the Elimination Period shown in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE, and as of the first day of each month thereafter to Teachers Insurance and Annuity Association of America (TIAA) and College Retirement Equities Fund (CREF) retirement annuities.

Any payment made will be divided according to any option available at the time the payment is made.

Payment is subject to Standard's right to receive proof of continued Disability.

The Monthly Annuity Premium Benefit may be applied to reduce any overpayment of your claim.

(C) The Annual Benefit Adjustment

...will adjust the Monthly Income Benefit (including the minimum Monthly Income Benefit) and the Monthly Annuity Premium Benefit. The first adjustment will take effect as of the time shown in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE. Future adjustments will take effect on the first day of the same month each calendar year (January 1 - December 31) thereafter as long as benefits continue to be payable.

In each calendar year the amount of the adjustment will reflect the percentage change in the U.S. Consumer Price Index - All Urban Consumers (CPI) for the 12 month period that ends on the June 30 prior to the start of that calendar year. In no event will the amount of the adjustment be greater than the percentage limit shown in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE. The adjusted benefit will not be less than the amount that would have been payable if this provision did not apply.

(D) The Survivor Income Benefit

...is determined as shown in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE.

The Survivor Income Benefit is payable as of the first day of the month after your death if you:

- (1) had been Disabled for the full 12 months prior to your death; and
- (2) are survived by one or more Surviving Dependents.

A Surviving Dependent

...is your:

- (1) spouse; or
- (2) child who was:
 - (a) unmarried; and
 - (b) dependent on you for support and maintenance; and
 - (c) less than 19 years of age, or less than 25 years of age and enrolled in a school as a full-time student.

The term "child" includes an adopted child or step child, but not a foster child.

Payment of the Survivor Income Benefit

This benefit is payable as of the first day of the month after your death. The Survivor Income Benefit will be paid in one lump sum. The Survivor Income Benefit will first be applied to reduce any overpayment of your claim. Your Surviving Dependent spouse, if living, will receive the benefit; otherwise, the benefit will be paid in equal shares to all your Surviving Dependent children. If this benefit is payable to your Surviving Dependent children, Standard reserves the right to pay the benefit to a person or persons whom Standard is satisfied should receive the benefit on the children's behalf. Such payment will discharge Standard's obligation for that payment. If no Surviving Dependents are alive at your death, the Survivor Income Benefit will not be paid. Standard will not be liable for the acts or neglects of any person or persons to whom payment is made.

Proof of your death will be required before the Survivor Income Benefit is paid. Standard may also require proof that a dependent is a Surviving Dependent. All proof must be satisfactory to Standard.

TYPES OF SERVICES

Rehabilitation Service

Rehabilitation services are services that Standard determines prepare you to work to the fullest extent of your ability. Standard will give you a written statement of the services, and their extent. The services may include but are not limited to the following:

- (1) vocational testing; or
- (2) job preparation; or
- (3) career counseling; or
- (4) retraining; or
- (5) work place modification.

Social Security Disability Assistance

Standard can help you to apply for Social Security disability benefits. Standard may also help you appeal a denied application for such benefits.

PART 4: DISABILITIES NOT COVERED

No Benefits Will Be Paid

...if Disability is caused or contributed to by the following or medical or surgical treatment of the following:

- (1) a mental or physical condition that is intentionally self-inflicted while sane or insane; or
- (2) a mental or physical condition that results from 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; or
- (3) a mental or physical condition that results from your committing or attempting to commit an assault or felony; or
- (4) a mental or physical condition that results from you 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; or
- (5) a Preexisting Condition. A Preexisting Condition is a mental or physical condition, whether or not diagnosed or misdiagnosed,
 - (a) for which you did any of the following:
 - (i) incurred expense; or
 - (ii) received medical treatment, services, or advice; or
 - (iii) underwent diagnostic procedures; or
 - (iv) took prescribed drugs or medicine; or
 - (v) consulted a physician or other licensed medical professional; or
 - (b) that was discovered or suspected as a result of any medical examination including a routine examination,

within the 6 months prior to your most recent effective date of insurance.

This exclusion will not apply to you if:

- (c) for 6 months prior to the start of a Disability, you were continuously:
 - (i) insured under the Group Policy; and/or
 - (ii) covered under your Employer's prior long term disability plan; and/or
 - (iii) covered under your prior employer's group long term disability plan which provided income benefits for 5 or more years of disability. Coverage under the prior plan will be deemed to be continuous if you were covered under the prior plan within 3 months before the date you became insured under the Group Policy. But if the prior plan's preexisting condition provision still applied to you when the coverage ended, this exclusion will apply to you until you have been insured under the Group Policy for any remaining time that the prior plan's preexisting condition provision would have applied to you.

If this exclusion applies to you, benefits will be payable if:

- (d) you were covered under your Employer's prior long term disability plan on the day before your insurance became effective under the Group Policy; and
- (e) you became insured under the Group Policy when your coverage under your Employer's prior long term disability plan ceased; and
- (f) you were continuously insured under the Group Policy from the effective date of your insurance under the Group Policy through the date you became Disabled from the Preexisting Condition; and
- (g) benefits would have been payable under the terms of your Employer's prior long term disability plan if it had remained in force, taking into account the preexisting condition provision, if any, of that prior plan.

For such a Disability, the amount of your Monthly Income Benefit (before reduction by Benefits From Other Sources) will be the lesser of:

- (i) the benefit that would have been payable under the terms of your Employer's prior long term disability plan if it had remained inforce; or
- (ii) the Monthly Income Benefit payable under the terms of the Group Policy, without taking into account this Preexisting Condition provision.

Your Monthly Income Benefit for such a Disability will become payable on the later of the following dates:

- (i) the date benefits would have become payable under the terms of your Employer's prior long term disability plan if it had remained inforce; or
- (ii) the end of the Elimination Period as shown in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE.

Your Monthly Income Benefit for such a Disability will cease on the earlier of the following dates:

- (i) the date benefits would have ended under the terms of your Employer's prior long term disability plan if it had remained inforce; or
- (ii) the date benefits cease under the terms of the Group Policy.

Nor Will Benefits Be Payable For Any Period During Which:

- (1) you are confined in a prison or other correctional facility, or in a treatment facility in lieu of being confined in any correctional facility; or

- (2) you are outside the following areas: the United States, its territories and possessions or Canada; but this does not apply to a term of Disability that starts while you are Actively at Work outside those areas; or which starts while you are on vacation outside those areas if you return to those areas as soon as you are physically able to do so; or
- (3) you fail to participate in a program of rehabilitation service that Standard determines prepares you to work to the fullest extent of your ability; or
- (4) you are not under the Regular Care of a Physician; or
- (5) you fail to provide proof of Disability and other proof as set forth in PART 7: GENERAL PROVISIONS; or
- (6) you fail to comply with Standard's request to have you examined.

PART 5: WHEN INSURANCE CEASES

Your Insurance Will Cease

...on the earliest of the following events:

- (1) the date the Group Policy terminates; or
- (2) the date the Group Policy is changed to terminate insurance on the class of Employees to which you belong; or
- (3) the date you stop Active Work in an Eligible Class; or
- (4) the date you fail to meet any required Work Test; or
- (5) the date the last period ends for which the required premium contribution was made for your insurance.

If you are no longer Actively at Work due to a leave of absence, ask your Employer or the Policyholder for information about options available under the Group Policy for insurance to continue during your leave of absence.

Benefits After Insurance Ceases or Is Changed

During each period of continuous Disability, Standard will pay benefits according to the terms of the Group Policy in effect on the date you became Disabled. Your right to receive benefits under the Group Policy will not be affected by:

- (1) any amendment to the Group Policy or your Employer's coverage under the Group Policy that is effective after you become Disabled; or
- (2) termination of the Group Policy or your Employer's coverage under the Group Policy after you become Disabled.

CONVERSION OF LONG TERM DISABILITY INSURANCE

When Your Disability Insurance Ceases

...under the Group Policy due to termination of your employment with the Employer, you may purchase insurance under a conversion policy without providing Evidence Of Insurability. Insurance under a conversion policy will be provided under the following requirements and terms:

Terms Relating to Your Coverage Under the Group Policy

...are:

- (1) you must have been insured under the Group Policy for at least 12 continuous months. These months must directly precede the date your insurance ceases. Your insurance, if any, under a group long term disability plan the Group Policy replaced can be counted in these 12 months; and
- (2) your insurance must have ceased solely because your employment with your Employer terminated; not as a result of: termination of the Group Policy; termination of insurance on the class of Employees to which you belong; or your transfer to a class of Employees not eligible for insurance under the Group Policy; and
- (3) your insurance must not be ceasing because of your retirement; and
- (4) you must not be Disabled under the Group Policy.

Other Terms

...are:

- (1) you must apply for insurance under the conversion policy and pay the first premium within 31 days; and
- (2) you must not be eligible for insurance under any other employer's group disability plan within 31 days.

Terms Relating to Your Coverage Under the Conversion Policy

- (1) your first premium will be based on the rates in use by Standard on your effective date of insurance under the conversion policy. Your renewal premiums will be based on the rates in use by Standard on the renewal date. Rates are based on your attained age as of the first day of each calendar quarter; and
- (2) your insurance under the conversion policy will take effect on the day after your insurance under the Group Policy ceases.

If Benefits are Payable for You Under the Group Policy

...your coverage under the conversion policy becomes null and void. Should this occur, Standard will refund any premiums paid for you under the conversion policy.

Your Coverage Under the Conversion Policy Provides

...only a LTD Conversion Benefit. The amount of the LTD Conversion Benefit under the conversion policy is equal to the Monthly Income Benefit (prior to reduction by the sum of Benefits From Other Sources), payable under the Group Policy when your insurance ceases; but it will not be more than the LTD Conversion Benefit Maximum shown under "A Conversion Privilege" in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE. The certificate Standard will issue to you when your conversion insurance becomes effective will contain provisions which differ from the Group Policy.

PART 6: APPLYING FOR BENEFITS AND REQUESTING INFORMATION

Applying for Benefits

When you anticipate that your Disability will extend beyond the end of the Elimination Period shown in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE, you should request an application for benefits. Your Employer or the Policyholder can supply the application and help you complete it.

(A) Time Limits

Time limits for sending the application, proof of Disability, or other proof are set forth in PART 7: GENERAL PROVISIONS.

(B) Notice Of Decision On Claim

Standard will evaluate your application for benefits promptly after you file it. Within 45 days after Standard receives your application for benefits you will be sent: (1) a written decision on your application; or (2) a notice that Standard is extending the period to decide your application for 30 days. Before the end of this extension period Standard will send you: (a) a written decision on your application for benefits; or (b) a notice that Standard is extending the period to decide your application for an additional 30 days. If an extension is due to your failure to provide information necessary to decide the application for benefits, the extended time period for deciding your application will not begin until you provide the information or otherwise respond.

If Standard extends the period to decide your application for benefits, you will be notified of the following:

- (1) the reasons for the extension; and
- (2) when Standard expects to decide your application; and
- (3) an explanation of the standards on which entitlement to benefits is based; and
- (4) the unresolved issues preventing a decision; and
- (5) 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, Standard may decide your application for benefits based on the information already received.

If Standard denies any part of your application for benefits, you will receive a written notice of denial containing:

- (a) the reasons for Standard's decision; and
- (b) reference to the parts of the Group Policy on which the decision is based; and
- (c) a description of any additional information needed to support your application for benefits; and
- (d) information concerning your right to a review of the decision.

(C) Review Procedure

If all or part of an application for benefits 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 application for benefits. 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 application for benefits.

The person conducting the review will be someone other than the person who denied the application for benefits 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. Standard's review will include any written comments or other items you submit to support your application for benefits.

Standard will review your application for benefits promptly after Standard receives your request. Within 45 days after your request for review is received Standard will send you: (1) a written decision on review; or (2) a notice that Standard is extending the review period for 45 days. If the extension is due to your failure to provide information necessary to decide the application for benefits on review, the extended time period for review of your application for benefits will not begin until you provide the information or otherwise respond.

If Standard extends the review period, you will be notified of the following: (a) the reasons for the extension; (b) when Standard expects to decide your application for benefits on review; and (c) any additional information needed to decide your application for benefits.

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, Standard may conclude the review of your application for benefits based on the information already received.

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

- (a) the reasons for Standard's decision; and
- (b) reference to the parts of the Group Policy on which the decision is based; and
- (c) information concerning your right to receive, free of charge, copies of non-privileged documents and records relevant to your application for benefits.

Standard will comply with any shorter time limits which may be required by the laws or regulations of the state in which the Group Policy is issued.

Requests for Information About Your Insurance

Please direct any written request for information about the Group Policy, its terms, conditions, interpretations, application for benefits thereunder, and review of an application to: Standard Insurance Company, P.O. Box 2800, Portland, Oregon 97208-2800.

PART 7: GENERAL PROVISIONS

Proof of Disability and Other Proof

Standard must receive written proof of Disability within 90 days after the end of the Elimination Period. While benefits are payable, proof of continued Disability is required at reasonable intervals to be determined by Standard. If benefits cease, in whole or in part, proof

of continued Disability or other proof must be provided within 90 days thereafter. All proof must be satisfactory to Standard.

No claim will be denied or reduced if it was not reasonably possible for you to give proof of Disability or other proof at the time it was required and it is given as soon as reasonably possible, but not later than one year from the date such proof was required. These time limits will not apply while you lack legal capacity. If proof of Disability or other proof is not provided within the required time, no benefits will be paid and the time limits set forth in "Legal Proceedings Against Standard" will begin.

(A) Written Proof

Forms for filing proof will be sent to you or to your Employer when Standard receives a request for them. If forms are not sent within 15 days after Standard's receipt of a request, you can apply for benefits in a letter to Standard stating the date Disability began and the cause and the nature of the Disability.

(B) Types of Proof

Standard may require you to submit at your expense as part of the proof of Disability: claim statements, statements of treating physicians or other medical professionals; copies of test reports or examinations; x-rays and hospital records; and proof of physical impairment that results from anatomical or physiological abnormalities which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques except that for claims of Disability due to Mental Illness such proof will not be required if it is not reasonably available. If the required proof is not provided within 45 days after we mail our request, your claim may be denied.

(C) Other Proof

Other proof that Standard may require you to submit at your expense are: sufficient evidence that you have applied for all of the Benefits From Other Sources; prompt receipt of all written benefit decisions made by the providers of the Benefits From Other Sources; employment records, financial records, including copies of tax returns for you and for any business in which you participate as a principal; and any other information Standard may reasonably require to determine benefits payable. If the required proof is not provided within 45 days after we mail our request, your claim may be denied.

Investigation of Claim

Standard may investigate your claim at any time. Standard may require at its expense medical examinations by impartial specialists and investigations conducted by Standard or outside agencies. Standard will have the right and the chance to examine you at such times as it may reasonably require. Standard may also require records that are in your Employer's possession, control, or custody, and may require one or more interviews with you. Benefits may be denied or suspended if you fail to comply with Standard's request for an examination or fail to cooperate with the examiner.

Overpayment of Benefits

Any overpayment of benefits must be repaid to Standard. To recoup the amount overpaid, Standard, at its option will:

- (1) require that the amount be repaid by you to Standard in one sum; or
- (2) withhold the amount from your future benefits payable under the Group Policy; or
- (3) take any legal action it deems necessary.

Assignment

You may not assign any insurance provided under the Group Policy. Any such action will be void and of no effect.

The Group Policy

Standard and the Policyholder may agree to terminate or change any part of the Group Policy without your consent. The Policyholder may terminate the Group Policy in whole, and may

terminate insurance for any classes or groups of Employees. Any change or amendment of the Group Policy may apply to current or future Employees or to any classes or groups of Employees. Such termination or change will not affect your benefits for a Disability which then exists.

Also, the Group Policy will terminate automatically due to non-payment of premiums by the Policyholder in accordance with the terms of the Group Policy. Also, Standard may terminate the Group Policy as of any date set forth below by giving notice in writing which is mailed to the Policyholder at least 90 days before this date:

- (1) the Group Policy Anniversary Date; or
- (2) any premium due date, if on a prior premium due date the participation requirements set forth in the Group Policy have not been met.

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 Standard's executive officers and given to the Policyholder for attachment to the Group Policy. The Policyholder, your Employer, and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any of its terms or provisions without Standard's signed, written approval.

Standard may change the Group Policy in whole or in part if:

- (1) the change in the Group Policy is either requested by the Policyholder or is made to satisfy any legal requirement that applies to the Group Policy; or
- (2) the change affects Standard's administration of the Group Policy and is intended to apply to all similar group insurance policies that are affected by the change. Standard will give the Policyholder written notice of Standard's intent to make this kind of a change at least 31 days in advance of the effective date of the change. Payment of the next premium due under the Group Policy will be the Policyholder's acceptance of the change, unless the Policyholder rejects the change, in writing, prior to its effective date.

Neither the Policyholder nor your Employer are Standard's agent or representative. Standard will not be responsible or liable for any act or omissions of either of them.

Discretionary Authority For Claims

Benefits under the Group Policy will be paid only if Standard decides in its discretion that you are entitled to them. This discretionary authority includes determining eligibility for benefits and interpreting the terms of the Group Policy.

Legal Proceedings Against Standard

No action or suit will be brought to recover under the Group Policy unless it is brought later than 60 days after proof of Disability has been given as required by the Group Policy. No such action will be brought at all unless it is brought within 3 years from the end of the time within which proof of Disability or other proof is required by the Group Policy.

Incontestability of Insurance

Any statement made to obtain 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 Standard had known the truth; and
- (2) Standard has 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, Standard will not use a misrepresentation to reduce or deny the claim unless it was a fraudulent misrepresentation.

Incontestability of the Group Policy or Employer Coverage Under the Group Policy

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

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

- (1) the Group Policy would not have been issued or the Employer's coverage under the Group Policy would not have been approved if Standard had known the truth; and
- (2) Standard has 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 or the Employer's coverage under the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums or fraudulent misrepresentations

Clerical Error

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

- (1) cause a person to become insured; or
- (2) invalidate insurance under the Group Policy otherwise validly in force; or
- (3) continue insurance under the Group Policy otherwise validly terminated; or
- (4) cause an Employer to become covered under the Group Policy.

Misstatement

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

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

PART 8: DEFINITIONS

The Following Terms Have the Meaning Set Forth Below

Active Work or Actively At Work

...is performing with reasonable continuity, for wages that are paid regularly by your Employer, the Material Duties of your Normal Occupation at the usual place of work or at any alternate place of work required by your Employer.

For purposes of becoming eligible for insurance, and becoming insured, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as you are capable of Active Work on those days and you were Actively At Work on the last day required to be at the workplace.

Benefits From Other Sources

...are benefit amounts available or provided to you as set forth below. One sum amounts will be divided into monthly amounts to be applied during the time for which the sum was applicable or is estimated by Standard to have been payable.

(A) Social Security or Similar Benefits

...are any benefit amounts that are payable for disability or retirement on your wage record under the Social Security Act of the United States or any similar United States or foreign government program.

- (1) Included in these amounts are benefits that are payable to you and to your dependents who are defined as such in the act or program. Any reduced amounts payable for your retirement will be included only if such amounts are elected. Any retirement benefit amounts being paid to you at age 70 or over will not be included if the amounts were being paid prior to the date Disability started.
- (2) These amounts will be determined under the provisions of the act or program in effect at the time benefits under the Group Policy are first payable for a term of Disability.
- (3) These amounts, except any reduced retirement benefits, will be deemed payable and offset accordingly unless the required application and all available appeals have been filed with and declined by the government program. Before receipt of the government program's final written benefit decision, Standard will estimate the amounts that are payable and will use the estimate to determine the amount of Benefits From Other Sources. If Standard's estimate and amounts awarded differ, Standard will adjust Benefits From Other Sources accordingly after it receives the final written benefit decision.
- (4) Standard will not offset the estimated amounts if you:
 - (a) give Standard written proof that you have applied for the benefits, and have been declined, and provide, on an ongoing basis, written proof that you have pursued each and every appeal that is available; and
 - (b) sign an agreement to repay to Standard any amount of an overpayment that is caused by an award of benefits, as set forth in "Overpayment of Benefits" in PART 7: GENERAL PROVISIONS.
- (5) If these amounts decrease or stop because you refuse to accept rehabilitation under the act or program, Standard will continue to include these amounts as Benefits From Other Sources without any adjustment to reflect the change.

(B) Workers' Compensation or Similar Benefits

...are any benefit amounts, including amounts for partial or total disability, whether permanent, temporary, or vocational, or whether paid either monthly or one sum amounts, and any form of settlement, that are payable under any workers' compensation law or similar law.

These amounts will be deemed payable and offset accordingly unless the required application and all available appeals have been filed and declined. Before receipt of the final written benefit decision, Standard will estimate the amounts that are payable and will use the estimate to determine the amount of Benefits From Other Sources.

If Standard's estimate and amounts awarded differ, Standard will adjust Benefits From Other Sources accordingly after it receives the final written benefit decision.

Standard will not offset the estimated amounts if you give Standard written proof that you have applied for the benefits, and have been declined, and provide, on an ongoing basis, written proof that you have pursued each and every appeal that is available; and you sign an agreement to repay to Standard any amount of an overpayment that is caused by an award of benefits, as set forth in "Overpayment of Benefits" in PART 7: GENERAL PROVISIONS.

(C) Other Benefits

...are any:

- (1) benefit amounts that are payable for disability under any other group insurance coverage; or
- (2) benefit amount that are payable for disability under Teachers' Insurance Retirement Fund (TIRF), Teachers' Fund for Retirement (TFFR) or the Federal Civil Service Retirement System; or
- (3) benefit amounts that are payable for retirement under Teachers' Insurance Retirement Fund (TIRF), Teachers' Fund for Retirement (TFFR) or the Federal Civil Service Retirement System to which any employer contributed and which you:
 - (a) elect to receive; or
 - (b) receive as of the later of age 62 or the normal retirement age under the Social Security Act.

Amounts payable for retirement will not include those benefits payable based on contributions you made. Regardless of how funds from the retirement plan are distributed, Standard will consider your and the employer contributions to be distributed simultaneously throughout your lifetime.

These amounts will be deemed payable and offset accordingly unless the required application and all available appeals have been filed and declined. Before receipt of the final written benefit decision, Standard will estimate the amounts that are payable and will use the estimate to determine the amount of Benefits From Other Sources.

If Standard's estimate and the actual amounts paid or payable differ, Standard will adjust Benefits From Other Sources accordingly after Standard receives the final written benefit decision.

Standard will not offset the estimated amounts if you give Standard written proof that you have applied for the benefits, and have been declined, and provide, on an ongoing basis, written proof that you have pursued each and every appeal that is available; and you sign an agreement to repay to Standard any amount of an overpayment that is caused by an award of benefits, as set forth in "Overpayment of Benefits" in PART 7: GENERAL PROVISIONS.

(D) Sick Pay and Other Salary Continuation

...are any amounts that are paid under your Employer's sick leave, annual or personal leave, severance, or other salary continuation program (but not vacation pay) and any wages that are payable by your Employer, including donated amounts.

Benefits From Other Sources includes any amounts paid by compromise, settlement, or other method as a result of a claim for any of the above, whether disputed or undisputed.

Benefits From Other Sources will not include amounts paid to you for a continuous disability that starts before a Disability for which benefits are payable under the Group Policy.

For Amounts Paid in One Sum

...or by a method other than monthly, Standard will determine your Monthly Income Benefit using a prorated amount. We will use the period of time to which the Benefits From Other Sources applies. If no period of time is stated, Standard will use a reasonable one.

For amounts under a workers' compensation law or any similar act or law, the period of time used to prorate the amount cannot exceed the first to occur of the following:

- (1) the date you reach age 65, or the age limit for benefits shown under "Benefits Continue" in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE, if later; and

- (2) the end of the stated period.

If you receive a one sum refund, withdrawal or distribution of contributions and earnings from your Employer's retirement plan, Standard will determine your Monthly Income Benefit using a lifetime monthly annuity amount, with no survivor income. The annuity will be based on the amount you receive, and on the life expectancy of a person your age on the later of:

- (1) the date the one sum is paid; and
- (2) the date Monthly Income Benefits become payable.

Changes in the Amounts of Benefits From Other Sources

...will not be made by Standard for any cost of living increase that takes effect in such benefits after the date benefits under the Group Policy are first payable for a term of Disability.

If any other change occurs in the amounts of Benefits From Other Sources, except as set forth above in (A) (5), the amount of benefits payable under the Group Policy after the date of the change will be adjusted to reflect the change.

Disability or Disabled

...is either:

- (1) for the Elimination Period and for the Normal Occupation Period, being unable due to sickness, bodily injury, or pregnancy to perform with reasonable continuity the Material Duties of your Normal Occupation; and

for the Any Occupation Period, being unable due to sickness, bodily injury, or pregnancy to perform with reasonable continuity the Material Duties of any occupation for which you are reasonably qualified by education, training, or experience; or
- (2) after you have been continuously Disabled for the Elimination Period, working, but due to sickness, bodily injury, or pregnancy being unable to earn 80% or more of your Increasing Monthly Wage Base.

The Elimination Period, Elimination Period, the Normal Occupation Period, and the Any Occupation Period are shown under "Benefits" in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE.

Employee

...is a regular employee of the Employer who is a citizen or resident of the United States or Canada, excluding temporary or seasonal employees, full-time members of the armed forces of any country, leased employees, and independent contractors.

Employer

...is an employer, including any approved affiliates and subsidiaries, for which coverage under the Group Policy is approved in writing by Standard.

Group Policy

...is the group long term disability insurance policy issued by Standard to the Policyholder and identified by the Group Policy Number, the Policyholder's attached application, group long term disability insurance certificates with the same Group Policy Number, and any amendments or endorsements to the policy or certificates.

Hospital or Institution

...is a facility licensed to provide care and treatment for the condition causing your Disability.

Lost Income

...is the Increasing Monthly Wage Base less Monthly Earnings While Disabled.

Material Duties

...are 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.

Mental Illness

...is 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 Illness 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.

Monthly Earnings While Disabled

...are 1/12th of the basic annual wage payable by your Employer or another employer and a monthly portion of other types of compensation (such as self-employment income, grants, or bonuses) for work performed during a term of Disability. Monthly Earnings While Disabled includes earnings from your Employer, any other employer, or self-employment, and any sick pay, vacation pay, annual or personal leave pay, or other salary continuation earned or accrued while working. In determining your Monthly Earnings While Disabled, Standard:

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

If Standard determines that your earnings vary substantially from month to month, Standard may determine your Monthly Earnings While Disabled by averaging your earnings over the most recent three month period.

If your earnings consist of other than 12 monthly payments, the Monthly Earnings While Disabled will be 1/12th of the total annual amount of such payments. One sum amounts will be divided into monthly amounts to be applied during the term of Disability for which the sum was paid or is estimated by Standard to have been paid.

Monthly Wage Base

...is 1/12th of your basic annual wage payable by your Employer at the start of a term of continuous Disability. Any change in your earnings after your last day of Active Work will not affect your Monthly Wage Base. The basic annual wage excludes overtime pay, commissions, bonuses, and any other types of extra compensation. If your basic annual wage consists of other than 12 monthly payments, your Monthly Wage Base will be 1/12th of the total annual amount of such payments. If you are paid hourly, your basic annual wage is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month, but not more than 173 hours, multiplied by 12 months.

Basic annual wage includes:

- (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; and
- (2) amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Your basic annual wage does not include your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.

Increasing Monthly Wage Base

...is your Monthly Wage Base compounded annually by 5%.

The first increase will take effect as of 12 months after the date benefits are first payable. Prior to that date your Increasing Monthly Wage Base is equal to your Monthly Wage Base. Future increases will take effect on the first day of the same month each year thereafter as long as Disability continues.

Normal Occupation

...includes any employment, business, trade, or profession that involves Material Duties of the same general character as the type of occupation you are regularly performing for your Employer when Disability begins. In determining your Normal Occupation, Standard is not limited to looking at the way you perform your job for your Employer, but may also look at the way this type of occupation is generally performed. If your Normal Occupation involves the rendering of professional services and you are required to have a professional or occupational license in order to work, your Normal Occupation is as broad as the scope of your license. You are not Disabled if you are able to perform one or more occupations within the scope of your license.

Physician

...is a physician legally licensed to practice medicine and surgery, or is a person who has a doctoral degree in Psychology (Ph.D. or Psy.D.) and who primarily treats patients. A Physician must be someone other than yourself, or a member of your family or your spouse's family.

Regular Care

...is:

- (1) regular in-person visits with your Physician as frequently as required under standard medical practice to effectively manage and treat your Disability. Your Physician must be a Physician whose specialty, expertise and experience are appropriate for the care and treatment of your Disability; and
- (2) a reasonable program of care and treatment that is, in accordance with accepted medical practice, expected to enhance your ability to work, and which is provided by a Physician whose specialty, expertise and experience are appropriate for the care and treatment of your Disability. This (2) will not apply if Standard determines that under accepted medical practice there is no reasonable program of care or treatment for your Disability that will enhance your ability to work.

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**NOTICE CONCERNING COVERAGE
LIMITATIONS AND EXCLUSIONS UNDER THE NORTH
DAKOTA LIFE AND HEALTH INSURANCE GUARANTY
ASSOCIATION ACT**

Residents of North Dakota who purchase life insurance, annuities or accident and health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the North Dakota Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the guaranty association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the guaranty association is not unlimited, however. And, as noted below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The North Dakota Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in North Dakota. You should not rely on coverage by the North Dakota Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is not provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus or self-funded plans.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.

**Standard Insurance Company
1100 Southwest 6th Avenue
Portland,OR 97204-1093**

**The North Dakota Life and Health Insurance Guaranty Association
P.O. Box 8875
Fargo, North Dakota 58109-8875**

**State of North Dakota Department of Insurance
600 East Blvd. Avenue, Dept. 401
Bismarck, North Dakota 58505**

The state law that provides for this safety-net coverage is called the North Dakota Life and Health Insurance Guaranty Association Act. The following is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the guaranty association.

COVERAGE

Generally, individuals will be protected by the life and health insurance guaranty association if they live in North Dakota and hold a life or health insurance contract, annuity contract, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees, or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are NOT protected by this association if:

they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);

the insurer was not authorized to do business in this state;

the policy is issued by an organization which is not a member of the North Dakota Life and Health Insurance Guaranty Association. Health maintenance organizations, fraternal benefit societies, and the Comprehensive Health Association of North Dakota are not members of the guaranty association.

The association also does NOT provide coverage for:

any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;

any policy of reinsurance (unless an assumption certificate was issued);

interest rate yields that exceed an average rate;

dividends;

credits given in connection with the administration of a policy by a group contractholder;

employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them).

LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the association is obligated to pay out: The association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the association will not pay more than \$100,000 in cash surrender values, \$100,000 in health insurance benefits, \$100,000 in present value of annuities, or \$300,000 in life insurance death benefits - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages.

Note to benefit plan trustees or other holders of unallocated annuities (GICs, DACs, etc.) covered by the act: for unallocated annuities that fund governmental retirement plans under Sec. 401(k), 403(b), or 457 of the Internal Revenue Code, the limit is \$100,000 in present value of annuity benefits including net cash surrender and net cash withdrawal per participating individual. In no event shall the association be liable to spend more than \$300,000 in the aggregate per individual. For covered unallocated annuities that fund other plans, a special limit of \$5,000,000 applies to each contractholder, regardless of the number of contracts held with the same company or number of persons covered. In all cases the contract limits also apply.

COMPLAINTS AND COMPANY FINANCIAL INFORMATION

A written complaint to allege a violation of any provision of the Life and Health Insurance Guaranty Association Act must be filed with the North Dakota Insurance Department, 600 East Boulevard Avenue, Dept. 401, Bismarck, North Dakota 58505; telephone - (701) 328-2440. Financial information for an insurance company, if the information is not proprietary, is available at the same address and telephone number.

STANDARD INSURANCE COMPANY

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

People. Not just policies.®

GROUP LONG TERM DISABILITY INSURANCE POLICY

POLICYHOLDER:	North Dakota University System
GROUP POLICY NUMBER:	136108-A
GROUP POLICY EFFECTIVE DATE:	July 1, 2004
GROUP POLICY ANNIVERSARY DATE:	Each future July 1
STATE OF ISSUE:	North Dakota

This group long term disability insurance policy is issued to the Policyholder by Standard Insurance Company (Standard).

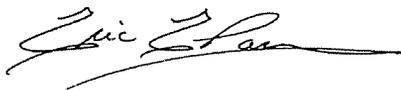
PLEASE READ THE ENTIRE POLICY. IT IS IMPORTANT.

A table of contents can be found on the next page. Defined terms appear with their initial letters capitalized.

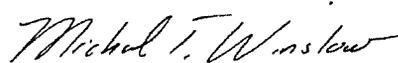
Standard issues this group long term disability insurance policy in consideration of the payment of required premiums.

STANDARD INSURANCE COMPANY

By



President



Secretary

GPTC1002-LTD

TABLE OF CONTENTS

PART 1: GROUP POLICY SCHEDULE 1

PART 2: THE GROUP POLICY 1

 The Group Policy..... 1

 Change of Group Policy 1

 Certificates 2

 Incontestability of the Group Policy or Employer Coverage Under the Group Policy 2

PART 3: PREMIUM PAYMENT 2

 Payment of Premiums 2

 Premium Rates 2

 Grace Period 3

PART 4: LEAVES OF ABSENCE AND OTHER ABSENCE..... 3

PART 5: GENERAL PROVISIONS 4

 Policyholder Information to be Given to Standard..... 4

 How the Group Policy Can Be Terminated..... 4

 (A) By the Policyholder..... 4

 (B) By Standard 4

 Assignment of the Group Policy by the Policyholder 4

 Notice of Suit 4

 Agency and Release..... 4

 Effect on Workers' Compensation, State Disability Insurance 4

PART 1: GROUP POLICY SCHEDULE

ELIGIBILITY

Employer(s):	North Dakota University System
Eligible Class:	All active Employees who are faculty members, administrators, or professional Employees who participate in the Teachers Insurance and Annuity Association-College Retirement Equities Fund (TIAA-CREF) retirement plans, Teachers Insurance Retirement Fund (TIRF), Teachers Fund for Retirement (TFFR), or the Federal Civil Service Retirement System.

INITIAL PREMIUM RATES FOR ALL INSURED EMPLOYEES

Monthly Income Benefit:	0.306% of covered Monthly Wage Base.
Monthly Annuity Premium Benefit:	0.060% of covered Monthly Wage Base.

PART 2: THE GROUP POLICY

The Group Policy

The Group Policy is the entire contract between Standard and the Policyholder. Standard will provide benefits according to the terms of the Group Policy.

The Group Policy consists of this group long term disability insurance policy issued by Standard to the Policyholder and identified by the Group Policy Number, the Policyholder's attached application, group long term disability insurance certificates with the same Group Policy Number, and any amendments or endorsements to the policy or certificates.

The Policyholder's rights or the rights of any Employee will only be affected by provisions that are part of the Group Policy. Only an executive officer of Standard may: bind Standard by making a promise or a representation; or accept a representation that relates to the Group Policy.

Change of Group Policy

Only an executive officer of Standard may approve a change to the Group Policy or waive any of its provisions. Any change will be endorsed on or added to the Group Policy in writing. Changes may be made without the consent of Employees.

Standard may change the Group Policy in whole or in part if:

- (1) the change in the Group Policy is either requested by the Policyholder or is made to satisfy any legal requirement that applies to the Group Policy; or
- (2) the change affects Standard's administration of the Group Policy and is intended to apply to all similar group insurance policies that are affected by the change. Standard will give the Policyholder written notice of Standard's intent to make this kind of a change at least 31 days

in advance of the effective date of the change. Payment of the next premium due under the Group Policy will be the Policyholder's acceptance of the change, unless the Policyholder rejects the change, in writing, prior to its effective date.

Certificates

Standard will issue to the Policyholder group long term disability insurance certificates to be given to each insured Employee. The certificate will set forth the main features of the Group Policy that apply to the Employee.

Incontestability of the Group Policy or Employer Coverage Under the Group Policy

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

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

- (1) the Group Policy would not have been issued or the Employer's coverage under the Group Policy would not have been approved if Standard had known the truth; and
- (2) Standard has 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 or the Employer's coverage under the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums or fraudulent misrepresentations.

PART 3: PREMIUM PAYMENT

Payment of Premiums

Premiums are to be paid by the Policyholder at Standard's home office. The first premium is due on the Group Policy Effective Date. Future premiums are due on the first day of each month thereafter. The Policyholder may pay premiums on or before their due dates. Failure to pay a premium when due is a default. Premiums will be paid for all insured Employees but not for an Employee to whom benefits are being paid under the Group Policy.

Standard shall credit to the Policyholder any payment of premiums made in error. A credit shall be given only for the payments made in error during the year in which the error is found and reported to Standard.

Premium Rates

Initial premium rates for all insured Employees are shown in PART 1: GROUP POLICY SCHEDULE. Standard may, as of any premium due date, change the premium rates for this insurance. A change in rates may be made only after Standard has given the Policyholder at least 31 days written notice of the change. The premium rates are guaranteed for 12 months from the Group Policy Effective Date, except when:

- (1) Standard and the Policyholder or the Employer mutually agree to change premium rates or coverage under the Group Policy; or
- (2) a change or clarification in law or governmental regulation affects the risk assumed under the Group Policy; or

- (3) factors material to underwriting the risk Standard assumed under the Group Policy with respect to an Employer, including, but not limited to, the number of persons insured, age, insured earnings for all Employees, gender, or occupational classification, change by 25% or more; or
- (4) the premium contribution arrangement for Employees is changed or varies from that stated in the Group Policy when issued or last renewed.

Any such change in premium rates will reflect only the change in Standard's risks.

Grace Period

The Policyholder will be given 31 days from a premium due date to pay each premium that is due after the first one. Insurance will continue during this period. A premium not paid by the end of this grace period will bring about the automatic termination of the Group Policy at the end of the grace period. If the Group Policy terminates for any cause, the Policyholder will owe all due and unpaid premiums; this includes a pro rata premium for the time the Group Policy was in force during the grace period.

PART 4: LEAVES OF ABSENCE AND OTHER ABSENCE

Leaves of Absence and Other Absence

When an Employee stops Active Work in an Eligible Class, the Policyholder may, for the types of absences described below, continue the insurance of the Employee for not longer than the time limit shown for each type of absence. Insurance will continue and employment will be deemed to continue, solely for the purposes of this provision, if the required premiums are remitted for the Employee and:

- (1) the Employee is either on a sabbatical or on a leave of absence and receives at least one-quarter pay. Insurance may be continued to the end of 24 months, or, if earlier, the end of such leave; or
- (2) the Employee is on a leave of absence approved by the Policyholder's Board of Trustees and receives less than one-quarter pay as long as such leave is for: (1) full-time study for an advanced degree; or (2) work in the field of education or research such as a Fulbright Award, foundation grant, or government project. Insurance may be continued to the end of 24 months, or, if earlier, the end of such leave; or
- (3) the Employee is on a leave of absence for pregnancy. Insurance may be continued to the end of 4 months after the pregnancy ends, or, if earlier, the end of such leave; or
- (4) the Employee is on a family or medical leave approved by the Policyholder. During such leave, insurance may be continued to the end of 6 months or, if later, the period required by applicable state or federal law.

Employment will not be deemed to continue and insurance cannot be continued during a sabbatical or leave of absence unless the sabbatical or the leave for the Employee is set forth in a written document that is dated on or before the leave is to start and shows that the Employee is scheduled to return to Active Work.

For an Employee on leave, the Monthly Wage Base and premiums will be based on the wages payable by the Employer just prior to the start of the leave.

During the absences set forth above, insurance will be continued with premium payment in a manner that precludes individual selection.

PART 5: GENERAL PROVISIONS

Policyholder Information to be Given to Standard

On request, the Policyholder will give to Standard any information that is required to: administer the Group Policy; and determine changes in premium rates. Standard will have the right at any reasonable time to inspect any records in the Policyholder's possession, control, or custody that relate to the Group Policy or the Employees insured under it.

How the Group Policy Can Be Terminated

(A) By the Policyholder

If not in default of any premium payment, the Policyholder may terminate the Group Policy as of any premium due date by giving notice in writing which is received before such date at Standard's home office. If in default, the Group Policy will terminate automatically as set forth under "Grace Period" in PART 3: PREMIUM PAYMENT.

(B) By Standard

Standard may terminate the Group Policy as of any date set forth below by giving notice in writing which is mailed to the Policyholder at least 90 days before this date:

- (1) the Group Policy Anniversary Date; or
- (2) any premium due date, if on a prior premium due date fewer than 10 Employees were insured under the Group Policy.

Assignment of the Group Policy by the Policyholder

The Policyholder may assign the Group Policy. No assignment will bind Standard unless it is in writing and until it is filed at Standard's home office. Standard is not responsible for whether any assignment is valid.

Notice of Suit

The Policyholder or Employer shall promptly give Standard written notice of any lawsuit or other legal proceedings arising under the Group Policy.

Agency and Release

Individuals selected by the Policyholder or by any Employer to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them, and do not represent or act on behalf of Standard. The Policyholder, Employer and such individuals have no authority to alter, expand, or extend Standard's liability or to waive, modify or compromise any defense or right Standard may have under the Group Policy. The Policyholder and each Employer hereby release, hold harmless and indemnify Standard from any liability arising from or related to any negligence, error, omission, misrepresentation, or dishonesty of any of them or their representatives, agents, or employees.

Effect on Workers' Compensation, State Disability Insurance

The coverage provided under the Group Policy is not a substitute for coverage under a workers' compensation or state disability income benefit law and does not relieve the Employer of any obligation to provide such coverage.

SB_LTDP2003X

GROUP POLICY AMENDMENT NO. 1

Attached to and made a part of Group Policy 136108-A issued to
North Dakota University System as Policyholder

Effective July 1, 2005, the Group Policy is amended by the following change(s) to the **group insurance policy**:

PART 3: PREMIUM PAYMENT, Premium Rates is amended to read as follows:

Premium Rates

Initial premium rates for all insured Employees are shown in PART 1: GROUP POLICY SCHEDULE. Standard may, as of any premium due date, change the premium rates for this insurance. A change in rates may be made only after Standard has given the Policyholder at least 120 days written notice of the change. The premium rates are guaranteed for 12 months from the Group Policy Effective Date, except when:

- (1) Standard and the Policyholder or the Employer mutually agree to change premium rates or coverage under the Group Policy; or
- (2) a change or clarification in law or governmental regulation affects the risk assumed under the Group Policy; or
- (3) factors material to underwriting the risk Standard assumed under the Group Policy with respect to an Employer, including, but not limited to, the number of persons insured, age, insured earnings for all Employees, gender, or occupational classification, change by 25% or more; or
- (4) the premium contribution arrangement for Employees is changed or varies from that stated in the Group Policy when issued or last renewed.

Any such change in premium rates will reflect only the change in Standard's risks.

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