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.
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COVERAGE FEATURES

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

GENERAL POLICY INFORMATION

Group Policy Number: 399101-H
Policyholder: University of Colorado
Employer(s): University of Colorado
Group Policy Effective Date: July 1, 2012
Policy Issued in: Colorado

BECOMING INSURED

To become insured you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; and (c) Meet the requirements in Active Work Provisions and When Your Insurance Becomes Effective.

Definition of Member:
You are a Member if your salary is paid by state funds and you are:
1. An employee under the state personnel system of the State of Colorado;
2. A regular classified employee of the Employer;
3. Actively At Work (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as the person is capable of Active Work on those days); and
4. A citizen or resident of the United States or Canada.

You are not a Member if you are:
1. A temporary or seasonal employee;
2. A full-time member of the armed forces of any country;
3. A leased employee; or
4. An independent contractor.

Class Definition: None

Eligibility Waiting Period:
You are eligible on the later of a) the Group Policy Effective Date and b) the date you become a Member.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance.
SCHEDULE OF INSURANCE

STD Benefit: 60% of the first $3,850 of your Predisability Earnings, reduced by Deductible Income.

Maximum: $2,310 before reduction by Deductible Income.

Benefit Waiting Period: 30 days

Maximum Benefit Period: 180 days minus the length of your Benefit Waiting Period.

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

DISABILITY PROVISIONS

Partial Disability: Covered

Partial Disability Income Percentage: 80% of your Predisability Earnings.

Work Earnings Limit: 80% of your Indexed Predisability Earnings.

See Definition of Disability for more information.

OTHER PROVISIONS

Leave of Absence Provision: Insurance is continued during a leave of absence scheduled to last 30 days or less.

Predisability Earnings based on:

Members not regularly scheduled to work at least 40 hours each week: Average weekly earnings during the current and preceding calendar years (or during your period of employment if you have not been employed for a full calendar year).

All other Members: Earnings in effect on your last full day of Active Work.

Earnings Period for Incentive Pay, Matching Pay Differentials, and Temporary Pay Differentials paid under Discretionary Pay (see Predisability Earnings): Averaged over the current calendar year and the preceding calendar year

PREMIUM CONTRIBUTIONS

Insurance is: Noncontributory
INSURING CLAUSE

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

DEFINITION OF DISABILITY

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

A. Definition Of Disability; or
B. Definition Of Partial Disability.

A. Definition Of Disability

You are Disabled if, as a result of Sickness, Injury or Pregnancy, you are unable to perform with reasonable continuity the material duties of your own occupation.

B. Definition Of Partial Disability

You are Partially Disabled if you are working for your Employer but, as a result of Sickness, Injury or Pregnancy, are unable to earn more than the Partial Disability Income Percentage shown in the Coverage Features.

You will no longer be Disabled when your Work Earnings exceed the Work Earnings Limit.

The Work Earnings Limit is shown in the Coverage Features.

RETURN TO WORK INCENTIVE

A. Return To Work Incentive

You may serve your Benefit Waiting Period while working if you meet either the Definition Of Disability or the Definition Of Partial Disability.

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

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

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

B. Work Earnings Definition

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

Earnings from work you perform will be included in Work Earnings when you have the right to receive them. If you are paid in a lump sum or on a basis other than weekly, 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.
In determining your Work Earnings we:

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

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

**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.

**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 14 days of recovery.
2. During the Maximum Benefit Period: 14 days for each period of recovery.

B. **Effect of Temporary Recovery**

If your Temporary Recovery does not exceed the Allowable Periods, 1 through 4 below will apply.

1. The Predisability Earnings used to determine your STD Benefit will not change.
2. The period of Temporary Recovery will not count toward your Benefit Waiting Period or your Maximum Benefit Period.
3. No STD Benefits will be payable for the period of Temporary Recovery.
4. Except as stated above, the provisions of the Group Policy will be applied as if there had been no interruption of your Disability.

**WHEN STD BENEFITS END**

Your STD Benefits end automatically on the earliest of 1 through 6 below.

1. The date you are no longer Disabled.
2. The date your Maximum Benefit Period ends.
3. The date you die.
4. The date you begin working for an employer other than your Employer, or become self-employed.
5. The date long term disability benefits become payable to you under a group long term disability policy issued by us.
6. The date your Work Earnings exceed the Work Earnings Limit shown in the Coverage Features.

PREDISABILITY EARNINGS

Your Predisability Earnings will be based on your earnings in effect on your last full day of Active Work unless a different date applies (see the Coverage Features). Any subsequent change in your earnings will not affect your Predisability Earnings.

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

1. Contributions you make through a salary reduction agreement with your Employer to:
   a. An Internal Revenue Code (IRC) Section 401(a), 401(k), 403(b), 408(k), or 457 deferred compensation arrangement; or
   b. An executive nonqualified deferred compensation arrangement.
2. Incentive Pay, matching pay differentials and temporary pay differentials paid under Discretionary Pay averaged over the Earnings Period shown in the Coverage Features, or over the period of your employment if less than the Earnings Period.
3. Shift differential pay averaged over the current calendar year and the preceding calendar year (or over your period of employment if you have not been employed for a full calendar year).
4. Your contributions to the Public Employees Retirement Association (PERA).
5. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Predisability Earnings does not include:

1. Bonuses.
2. Overtime pay.
3. Your Employer’s contributions to any deferred compensation arrangement or pension plan (including PERA).
4. Any other extra compensation.

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

If you are paid hourly, your weekly rate of earnings is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per week, but not more than 40 hours. If you do not have regular work hours, your weekly rate of earnings is based on the average number of hours you worked per week during the preceding 52 weeks (or during your period of employment if less than 52 weeks), but not more than 40 hours.
DEDUCTIBLE INCOME

Deductible Income means:

1. Your Work Earnings, as described in the Return To Work Incentive.

2. Annual leave pay received after STD Benefits become payable, excluding amounts paid upon termination of employment. One full day of STD Benefits will not be paid for each full day of annual leave pay received.

3. Any amount you receive or are eligible to receive because of your disability under any workers' compensation law or similar law, including amounts for partial or total disability, whether permanent, temporary, or vocational.

4. Any disability or retirement benefits you receive or are eligible to receive under your Employer's retirement plan, including a public employee retirement system, a state teacher retirement system, and a plan arranged and maintained by a union or employee association for the benefit of its members (such as the Colorado Association of Public Employees).

   If any of these plans has two or more payment options, the option which comes closest to providing you a monthly income for life with no survivors benefit will be Deductible Income, even if you choose a different option.

5. Any amount you receive or are eligible to receive because of your disability under a state disability income benefit law or similar law.

6. Any primary benefits you receive or are eligible to receive because of your disability under the Federal Social Security Act. Dependents benefits are not Deductible Income.

7. Any benefits you receive because of your disability under the Colorado Auto Accident Reparations Act (No-Fault).

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

RULES FOR DEDUCTIBLE INCOME

A. Weekly Equivalents

   Each week we will determine your STD Benefit using the Deductible Income for the same weekly period, even if you actually receive the Deductible Income in another week.

   If you are paid Deductible Income in a lump sum or by a method other than weekly, we will determine your STD Benefit using a prorated amount. We will use the period of time to which the Deductible Income applies. If no period of time is stated, we will use a reasonable one.

B. Your Duty To Pursue Deductible Income

   You must pursue Deductible Income for which you may be eligible. We may ask for written documentation of your pursuit of Deductible Income. You must provide it within 60 days after we mail you our request. Otherwise, we may reduce your STD Benefits by the amount we estimate you would be eligible to receive upon proper pursuit of the Deductible Income.

C. Pending Deductible Income

   We will not deduct pending Deductible Income until it becomes payable. You must notify us of the amount of the Deductible Income when it is approved. You must repay us for the resulting overpayment of your claim. See Claims.
WAIVER OF PREMIUM

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

BENEFITS AFTER INSURANCE ENDS OR IS CHANGED

Your right to receive STD Benefits for a period of Disability which begins while you are insured will not be affected by:

1. Termination of the Group Policy after you become Disabled;
2. Termination of your insurance while the Group Policy remains in force; or
3. Any amendment to the Group Policy approved after the date you become Disabled.

EFFECT OF NEW DISABILITY

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

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

EXCLUSIONS

A. War

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

B. Intentionally Self-Inflicted Injury

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

LIMITATIONS

A. Care Of A Physician

You must be under the ongoing care of a Physician during the Benefit Waiting Period. No STD Benefits will be paid for any period of Disability when you are not under the ongoing care of a Physician.

B. Working

No STD benefits will be paid for any period: (a) when you are working for wage or profit for any employer other than your Employer; or (b) when you are self-employed. This limitation applies whether you are working in your own or another occupation.
C. Scheduled Absence From Work
   No STD Benefits will be paid for any period when you are on a scheduled cycle of non-work under the terms of your employment.

D. 150 Day Limit
   No STD Benefits will be payable for more than 150 days of Disability during any 12 month period.

E. Leave Benefits
   No STD Benefits will be paid for: (a) any period during which you receive or are eligible to receive injury leave or sick leave, or (b) any period during which you receive annual leave.

F. Return To Work Responsibility
   No STD 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 Predisability Earnings, but you elect not to work.

G. Rehabilitation Program
   No STD 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.

CLAIMS

A. Filing A Claim
   Claims should be filed on our forms. If you do not receive our forms within 15 days after you ask for them, you may submit your claim in a letter to us. The letter should include the date Disability began, and the cause and nature of the Disability.

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

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

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

E. Investigation Of Claim
   We may investigate your claim at any time.

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

F. Time Of Payment
   We will pay STD Benefits within 60 days after you satisfy Proof Of Loss.
STD Benefits will be paid to you at the end of each week you qualify for them. STD Benefits remaining unpaid at your death will be paid to your estate.

G. Overpayment Of Claim

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

H. Notice Of Decision On Claim

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.

I. 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 judgment, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgment and will not be subordinate to that person. 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.

If your claim has been denied in whole or in part and you have exhausted all administrative remedies provided by the Group Policy, you are entitled to have your claim reviewed de novo in a court of competent jurisdiction and to a jury by trial.

J. Assignment

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

TIME LIMITS ON LEGAL ACTIONS

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

1. The date we receive Proof Of Loss; and

2. The end of the period within which Proof Of Loss is required to be given.

INCONTESTABILITY PROVISIONS

A. Incontestability Of Member's Insurance

Any statement you make to obtain insurance is a representation and not a warranty.

No misrepresentation by you will be used to reduce or deny your claim unless:

1. Your insurance would not have been approved if we had known the truth; and

2. We have given you a copy of a written instrument signed by you which contains your misrepresentation.

After your insurance has been in effect for two years, we will not use a misrepresentation by you to reduce or deny your claim, unless it was a fraudulent misrepresentation.

B. Incontestability Of Group Policy

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

No misrepresentation by the Policyholder or Employer will be used to deny a claim or to deny the validity of the Group Policy unless:
1. The Group Policy would not have been issued if we had known the truth; and
2. We have given the Policyholder or Employer a copy of a written instrument signed by the Policyholder or Employer which contains the misrepresentation.

The validity of the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums or fraudulent misrepresentations.

**WHEN YOUR INSURANCE BECOMES EFFECTIVE**

Your insurance is Noncontributory.

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

B. **Takeover Provision**

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.

**ACTIVE WORK PROVISIONS**

A. **Active Work Requirement**

If you are incapable of Active Work because of Sickness, Injury or Pregnancy on the day before the scheduled effective date of your insurance, your insurance will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing the material duties of your own occupation at your Employer’s usual place of business.

You will also meet the Active Work requirement if:

1. You were absent from Active Work because of a regularly scheduled day off, holiday, or vacation day;
2. You were Actively At Work on your last scheduled work day before the date of your absence; and
3. You were capable of Active Work on the day before the scheduled effective date of your insurance.

B. **Changes In Insurance**

This Active Work requirement also applies to any increase in your insurance. However, if you return to Active Work during a period of Disability or Temporary Recovery (see **Temporary Recovery**), you will not qualify for any change in insurance caused by a change in:

1. Your status as a member of a class;
2. The rate of earnings used to determine your Predisability Earnings; or
3. The terms of the Group Policy.
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 effective date of your Employer's coverage without meeting the Active Work requirement. See Active Work Provisions.

The STD Benefit payable for a period of continuous Disability beginning before you meet the Active Work requirement will be:

1. The weekly benefit that 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.

There is no Minimum STD Benefit if there is a reduction by benefits payable 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 you made a premium contribution, if your insurance is Contributory.
2. The date the Group Policy terminates.
3. The last day of the calendar month following the date your employment terminates.
4. The last day of the calendar month following the date you cease to be a Member. However, if you cease to be a Member because you are not working the required minimum number of hours, your insurance will be continued during the following periods, unless it ends under 1 through 3 above.
   a. While your Employer is paying you at least the same Predisability Earnings paid to you immediately before you ceased to be a Member.
   b. During the Benefit Waiting Period and while STD Benefits are payable.
   c. During a leave of absence if continuation of your insurance under the Group Policy is required by a state-mandated family or medical leave act or law.
   d. During any other leave of absence approved by your Employer in advance and in writing and scheduled to last the period shown in the Coverage Features.

REINSTATEMENT OF INSURANCE

If your insurance ends, you may become insured again as a new Member. However, the following will apply.

1. If your insurance ends because you cease to be a Member, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
2. If your insurance ends because you are on a federal or state mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state mandated family or medical leave act or law.
DEFINITIONS

Benefit Waiting Period means the period you must be continuously Disabled before STD Benefits become payable. No STD Benefits are payable for the Benefit Waiting Period. See Coverage Features.

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

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. See Coverage Features.

Group Policy means the group STD insurance policy issued by us to the Policyholder and identified by the Group Policy Number.

Injury means an injury to your body.

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

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

Physician means a licensed medical professional, other than yourself, diagnosing and treating you within the scope of the license.

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

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

Sickness means your sickness, illness, or disease, or a disability cause by elective surgery.

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

STD Insurance means your short term disability insurance under the Group Policy.

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