

insurance protection  
**for the healers of tomorrow.**



# STANDARD INSURANCE COMPANY

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

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

<b>Policyholder:</b>	U.S. Bank Trust National Association, Trustee of the American Medical Association Group Insurance Trust
<b>Group Policy Number:</b>	644180-B
<b>Group Policy Effective Date:</b>	February 1, 2006
<b>Group Sponsor:</b>	University of Washington
<b>Group Sponsor Effective Date:</b>	February 1, 2006
<b>Group Sponsor ID:</b>	644228-B


The Group Policy has been issued to the Policyholder. The Group Sponsor has joined the American Medical Association Group Insurance Trust and been approved for group long term disability insurance coverage under the Group Policy. The Group Policy contains numerous optional and variable provisions. The Group Sponsor selects the options and variables it requests be approved for its Members. The options and variables we have approved for the Group Sponsor's coverage under the Group Policy are contained in the Statement Of Coverage we provided to the Group Sponsor. Only those provisions of the Group Policy which appear in the Statement Of Coverage will apply to the Group Sponsor's coverage under the Group Policy.

We certify that you will be insured according to the terms of your Group Sponsor's coverage under the Group Policy. If the terms of this Certificate and Summary Plan Description differ from the terms of your Group Sponsor's coverage under the Group Policy, the latter will govern. If your insurance is changed by an amendment to your Group Sponsor's coverage under the Group Policy, we will provide the Group Sponsor 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.

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

STANDARD INSURANCE COMPANY



President

Residents

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## COVERAGE FEATURES

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

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### GENERAL POLICY INFORMATION

Group Policy Number:	644180-B
Policyholder:	U.S. Bank Trust National Association, Trustee of the American Medical Association Group Insurance Trust
Group Sponsor:	University of Washington
Group Number:	644228-B
Group Policy Effective Date:	February 1, 2006
Group Sponsor Effective Date:	February 1, 2006
Policy Issued In:	Illinois

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Member means you:

1. Hold the degree of Doctor of Medicine;
2. Are eligible for membership in the American Medical Association;
3. Are Actively Participating in a full-time Residency at your Institution; and
4. Are a citizen of or residing in the United States or Canada.

Member does not include full-time active-duty members of the armed forces of any country.

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### SCHEDULE OF INSURANCE

Eligibility Waiting Period:	You are eligible on one of the following dates:  If you are a Member on the Group Sponsor Effective Date, you are eligible on that date.  If you become a Member after the Group Sponsor Effective Date, you are eligible on the date you become a Member.
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Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance.

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Own Occupation Period:	The first 60 months for which LTD Benefits are paid.
Any Gainful Occupation Period:	From the end of the Own Occupation Period to the end of the Maximum Benefit Period.

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LTD Benefit:

If you are Disabled, but not Permanently and Totally Disabled, your LTD Benefit equals:

\$2,500 reduced by your Deductible Income as calculated below:

Add \$2,500 to the total amount of your Deductible Income. If this sum is greater than \$5,000, then the amount over \$5,000 will be Deductible Income.

If you are Permanently and Totally Disabled your LTD Benefit equals:

\$5,000 reduced by your Deductible Income as calculated below:

Add \$5,000 to the total amount of your Deductible Income. If this sum is greater than \$10,000, then the amount over \$10,000 will be Deductible Income.

Minimum:

If you are Disabled, but not Permanently and Totally Disabled, your Minimum LTD Benefit equals:

\$100.

If you are Permanently and Totally Disabled your Minimum LTD Benefit equals:

\$200.

Benefit Waiting Period: 90 days

Maximum Benefit Period: Your Lifetime.

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PREMIUM CONTRIBUTIONS

LTD Insurance is: Contributory.

## INSURING CLAUSE

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

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## BECOMING INSURED

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

You are a Member if you:

1. Hold the degree of Doctor of Medicine;
2. Are eligible for membership in the American Medical Association;
3. Are Actively Participating in a full-time Residency at your Institution; and
4. Are a citizen of or residing in the United States or Canada.

Member does not include full-time active-duty members of the armed forces of any country.

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

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## WHEN YOUR INSURANCE BECOMES EFFECTIVE

### A. When Insurance Becomes Effective

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

#### 1. Insurance Subject To Evidence Of Insurability

Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.

#### 2. Insurance Not Subject To Evidence Of Insurability

The **Coverage Features** states whether insurance is Contributory or Noncontributory.

##### a. Noncontributory Insurance

Noncontributory insurance becomes effective on the date you become eligible.

##### b. Contributory Insurance

You must apply in writing for Contributory insurance and agree to pay premiums. Contributory insurance not subject to Evidence Of Insurability becomes effective on:

- i. The date you become eligible if you apply on or before that date; or
- ii. The date you apply if you apply within 31 days after you become eligible.

If you do not apply within 31 days after becoming eligible, you may not become insured under the Group Policy.

### B. Evidence Of Insurability Requirement

Evidence Of Insurability satisfactory to us may be required for reinstatements. (See **Reinstatement of Insurance**.)

Providing Evidence Of Insurability means that you must:

1. Complete and sign our medical history statement;
2. Sign our form authorizing us to obtain information about your health;
3. Undergo a physical examination, if required by us, which may include blood testing; and
4. Provide any additional information about your insurability that we may reasonably require.

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## **ACTIVE PARTICIPATION PROVISIONS**

### A. Active Participation Requirement

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

Active Participation and Actively Participating mean performing with reasonable continuity on a full-time basis the Material Duties of your Own Occupation at your Institution's usual place of business.

### B. Changes In Insurance

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

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## **CONTINUITY OF COVERAGE**

### A. Waiver of Active Participation Requirement

If you were insured under the Prior Plan on the day before the effective date of your Group Sponsor's coverage under the Group Policy, you can become insured on the effective date of your Group Sponsor's coverage without meeting the Active Participation Requirement. See **Active Participation Provisions**.

The LTD Benefit payable for a period of continuous Disability beginning before you meet the Active Participation Requirement will be:

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

There is no minimum LTD Benefit if there is a reduction by benefits payable under the Prior Plan.

### B. Effect of Preexisting Conditions

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

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

For such a Disability, the amount of your LTD Benefit will be the lesser of:

- a. The monthly benefit that would have been payable under the terms of the Prior Plan if it had remained in force; or
- b. The LTD Benefit payable under the terms of your Group Sponsor's coverage under the Group Policy, but without application of the Preexisting Condition exclusion.

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

- a. The date benefits would have become payable under the terms of the Prior Plan if it had remained in force; or
- b. The end of the Benefit Waiting Period under the terms of your Group Sponsor's coverage under the Group Policy.

Your LTD Benefits for such a Disability will end on the earlier of the following dates:

- a. The date benefits would have ended under the terms of the Prior Plan if it had remained in force; or
- b. The date LTD Benefits end under the terms of your Group Sponsor's coverage under the Group Policy.

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### **WHEN YOUR INSURANCE ENDS**

Your insurance ends automatically on the earliest of:

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

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### **WAIVER OF PREMIUM**

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

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## **REINSTATEMENT OF INSURANCE**

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

1. If you cease to be a Member because of a covered Disability, your insurance will end; however, if you become a Member again immediately after LTD Benefits end, the Eligibility Waiting Period will be waived and the Preexisting Condition exclusion will be applied as if your insurance had remained in effect during that period of Disability.
2. If your insurance ends because you cease to be a Member for any reason other than a covered Disability, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
3. If your insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
4. If your insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.
5. The Preexisting Conditions exclusion will be applied as if insurance had remained in effect in the following instances:
  - a. If you become insured again within 90 days.
  - b. If required by federal or state-mandated family or medical leave act or law and you become insured again immediately following the period allowed under the family or medical leave act or law.
6. In no event will insurance be retroactive.

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## **DEFINITION OF DISABILITY**

You are Disabled if you meet one of the following definitions during the period they apply:

- A. Own Occupation Definition Of Disability.
  - B. Any Gainful Occupation Definition of Disability.
  - C. HIV Seropositive Definition of Disability.
  - D. Permanent and Total Definition of Disability.
  - E. Hepatitis B And Hepatitis C Definition Of Disability.
- A. Own Occupation Definition Of Disability

During the Benefit Waiting Period and the Own Occupation Period you are required to be Disabled only from your Own Occupation.

You are Disabled from your Own Occupation if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder you:

1. Are unable to perform with reasonable continuity the Material Duties of your Own Occupation; and
2. Suffer a loss of at least 20% in your Indexed Predisability Earnings when working in your Own Occupation.

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

During the Own Occupation Period you may work in another occupation while you meet the Own Occupation Definition of Disability. Your Work Earnings may be Deductible Income. See **Deductible Income**.

Own Occupation means the Residency in which you are Actively Participating at your Institution when Disability begins. In determining your Own Occupation, we are not limited to looking at the way you perform your Residency for your Institution, but we may also look at the way your Residency is generally performed at other institutions conducting Residency programs.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation that cannot be reasonably modified or omitted. This includes taking into account the nature of your Own Occupation and the time those engaged in a like occupation normally devote to it.

#### B. Any Gainful Occupation Definition Of Disability

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

You are Disabled from all occupations if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to perform with reasonable continuity the Material Duties of Any Gainful Occupation within the scope of your license.

Any Gainful Occupation means Doctor of Medicine.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation that cannot be reasonably modified or omitted.

#### C. HIV Seropositive Definition Of Disability

You will also be considered Disabled if you are first diagnosed as HIV Seropositive while insured under the Group Policy and, due to being HIV Seropositive:

1. You are no longer in your Residency at your Institution; and
2. Either you are not in any Residency and not working as a Doctor of Medicine; or
3. You are working in another Residency or working as a Doctor of Medicine; and you suffer a loss of at least 20% in your Indexed Predisability Earnings.

HIV Seropositive means having antibodies which are sufficient to diagnose seropositivity to HIV using the criteria of the Centers for Disease Control.

#### D. Permanent and Total Definition Of Disability

You are Permanently and Totally Disabled if as a result of Physical Disease, Injury, Pregnancy or Mental Disorder:

1. You are unable to perform with reasonable continuity the Material Duties of your Own Occupation;
2. You are unable to perform with reasonable continuity the Material Duties of Any Gainful Occupation; and
3. Your condition has caused you to meet the requirements shown in items 1 and 2 above for 12 consecutive months and is reasonably certain to continue without interruption for the rest of your lifetime.

You will also be considered Permanently and Totally Disabled if you are first diagnosed with AIDS while insured under the Group Policy and your condition is reasonably certain to continue without interruption for the rest of your lifetime.

E. Hepatitis B And Hepatitis C Definition Of Disability.

You are considered Disabled if you are first diagnosed with the Hepatitis B Virus or Hepatitis C Virus while insured under the Group Policy and, due to contracting the Hepatitis B Virus or Hepatitis C Virus:

- a. You are no longer in your Residency at your Institution; and
- b. Either you are not in any Residency and not working as a Doctor of Medicine; or
- c. You are working in another Residency or working as a Doctor of Medicine; and you suffer a loss of at least 20% in your Indexed Predisability Earnings.

Diagnosis of the Hepatitis B Virus or Hepatitis C Virus means having antibodies which are sufficient to diagnose seropositivity to the Hepatitis B Virus or Hepatitis C Virus using the criteria of the Centers for Disease Control.

Hepatitis B And Hepatitis C Definition Of Disability Exclusions:

You are not covered for a Disability caused by any of the exclusions listed in the section entitled Disabilities Excluded From Coverage. You are not covered for a Disability caused by the Hepatitis B Virus or Hepatitis C Virus if:

- a. You are diagnosed with the Hepatitis B Virus or Hepatitis C Virus at any time before your insurance under the Group Policy or an Insurance Increase has been continuously in effect for 12 months; or
- b. You are eligible to receive LTD Benefits for any other Disability.

Insurance Increase means any of the following:

- a. An elective increase in the amount of your LTD Benefit or the length of your Maximum Benefit Period.
- b. An elective decrease in the length of your Benefit Waiting Period.
- c. The addition of or an increase in any other benefit.

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

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**REASONABLE ACCOMMODATION EXPENSE BENEFIT**

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

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

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**REHABILITATION PLAN PROVISION**

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

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

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

- A. Training and education expenses.
- B. Family care expenses.
- C. Job-related expenses.
- D. Job search expenses.

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## **TEMPORARY RECOVERY**

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

### A. Allowable Periods

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

### B. Effect Of Temporary Recovery

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

- 1. The amount of your LTD Benefit will not change.
- 2. The period of Temporary Recovery will not count toward your Benefit Waiting Period, your Maximum Benefit Period, or your Own Occupation Period.
- 3. No LTD Benefits will be payable for the period of Temporary Recovery.
- 4. No LTD Benefits will be payable after benefits become payable to you under any other disability insurance plan under which you become insured during the period of Temporary Recovery.
- 5. Except as stated above, the provisions of the Group Sponsor's coverage under the Group Policy will be applied as if there had been no interruption of your Disability.

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## **WHEN LTD BENEFITS END**

Your LTD Benefits end automatically on the earliest of:

- 1. The date you are no longer Disabled. However, if you cease to be Disabled, we will continue LTD Benefits until you are eligible to resume your Residency at your Institution.
- 2. The date your Maximum Benefit Period ends.
- 3. The date you die.
- 4. The date benefits become payable to you under any other LTD plan under which you become insured through employment during a period of Temporary Recovery.
- 5. The date you fail to provide proof of continued Disability and entitlement to LTD Benefits.

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## **PREDISABILITY EARNINGS**

Your Predisability Earnings will be based on your earnings in effect on your last full day of Active Participation. Any subsequent change in your earnings after your last full day of Active Participation will not affect your Predisability Earnings.

Predisability Earnings means your monthly rate of earnings from your Institution.

Predisability Earnings does not include:

1. Bonuses.
2. Overtime pay.
3. Any other extra compensation.

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

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

Predisability Earnings includes:

1. Contributions you make through a salary reduction agreement with your Institution to:
  - a. An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), 408(p), or 457 deferred compensation arrangement; or
  - b. An executive nonqualified deferred compensation arrangement.
2. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan or Section 132 qualified transportation plan.

Predisability Earnings does not include your Institution's contributions on your behalf to any deferred compensation arrangement or pension plan.

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## **DEDUCTIBLE INCOME**

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

1. Your Work Earnings.
2. Any amount you receive or are eligible to receive because of your disability, including amounts for partial or total disability, whether permanent, temporary, or vocational, under any of the following:
  - a. A workers' compensation law.
  - b. The Jones Act.
  - c. Maritime Doctrine of Maintenance, Wages, or Cure.
  - d. Longshoremen's and Harbor Worker's Act.
  - e. Any similar act or law.
3. Any amount you, your spouse, or a child under age 18 receive or are eligible to receive because of your disability or retirement under:
  - a. The Federal Social Security Act;

- b. The Canada Pension Plan;
- c. The Quebec Pension Plan;
- d. The Railroad Retirement Act; or
- e. Any similar plan or act.

Primary offset only: Primary benefits (the benefit awarded to you) are Deductible Income, dependents benefits are not.

- 4. Any amount you receive or are eligible to receive because of your disability under any state disability income benefit law or similar law.
- 5. Any amount you receive or are eligible to receive because of your disability under any other group insurance coverage.
- 6. Any disability or retirement benefits you receive under your Institution's retirement plan.
- 7. Any earnings or compensation included in Predisability Earnings which you receive or are eligible to receive while LTD Benefits are payable.
- 8. Any amount you receive or are eligible to receive under any unemployment compensation law or similar act or law.
- 9. Any amount you receive or are eligible to receive from or on behalf of a third party because of your disability, whether by judgment, settlement or other method. If you notify us before filing suit or settling your claim against such third party, the amount used as Deductible Income will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees.
- 10. Any amount you receive by compromise, settlement, or other method as a result of a claim for any of the above, whether disputed or undisputed.

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### **EXCEPTIONS TO DEDUCTIBLE INCOME**

Deductible Income does not include:

- 1. Any cost of living increase in any Deductible Income other than Work Earnings, if the increase becomes effective while you are Disabled and while you are eligible for the Deductible Income.
- 2. Reimbursement for hospital, medical, or surgical expense.
- 3. Reasonable attorneys fees incurred in connection with a claim for Deductible Income.
- 4. Benefits from any individual disability insurance policy.
- 5. Early retirement benefits under the Federal Social Security Act which are not actually received.
- 6. Group credit or mortgage disability insurance benefits.
- 7. Accelerated benefits paid under a life insurance policy.
- 8. Benefits from group insurance available through your professional association.
- 9. The following amounts under your Institution's retirement plan.
  - a. Any lump sum distribution of your entire interest in the plan.
  - b. Any amount which is attributable to your contributions to the plan.
  - c. Any amount you could have received upon termination of employment without being disabled or retired.

10. Benefits from the following:

- a. Profit sharing plan.
- b. Thrift or savings plan.
- c. Deferred compensation plan.
- d. Plan under IRC Section 401(k), 408(k), 408(p), or 457.
- e. Individual Retirement Account (IRA).
- f. Tax Sheltered Annuity (TSA) under IRC Section 403(b).
- g. Stock ownership plan.
- h. Keogh (HR-10) plan.

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### **RULES FOR DEDUCTIBLE INCOME**

A. Monthly Equivalents

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

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

B. Your Duty To Pursue Deductible Income

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

C. Pending Deductible Income

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

D. Overpayment Of Claim

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

TLT.RU

### **SUBROGATION**

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

If you notify us before filing suit or settling your claim against such third party, the amount to which we are subrogated will be reduced by a pro rata share of your costs of recovery, including reasonable

attorney fees. If suit or action is filed, we may record a notice of payments of LTD Benefits, and such notice shall constitute a lien on any judgment recovered.

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

TLT.SG

## **LOAN PAYOFF BENEFIT**

### **A. Loan Payoff Benefit Requirements**

If you are Permanently and Totally Disabled and LTD Benefits are payable to you, we will pay a Loan Payoff Benefit to repay part or all of the Eligible Loans that you have incurred for your college and/or School education after we receive Proof Of Loss satisfactory to us.

Eligible Loans mean any loan incurred by you that:

1. was made to cover expenses for college and/or School tuition, living expenses, fees, textbooks, and/or equipment required for your education;
2. was made to you by a Financial Lending Institution;
3. was made prior to the date on which you became Disabled;
4. was made prior to the date on which you graduated from School; and
5. you are legally required to repay.

Financial Lending Institution means an organization or corporation (not a natural person) duly chartered and licensed by the state or federal government and regularly engaged in the lending of funds.

School means a college or university which conducts a program of undergraduate medical education approved by the Council on Medical Education of the American Medical Association or by the American Osteopathic Association.

### **B. Loan Payoff Benefit Amount**

The maximum Loan Payoff Benefit amount that we will pay for all your Eligible Loans is limited to \$200,000. This amount includes principal and interest.

### **C. Payment of the Loan Payoff Benefit**

After we receive written Proof Of Loss, the Loan Payoff Benefit will be paid to the Financial Lending Institutions that issued the loans or their successors. We have the right to repay your Eligible Loans in a lump sum or in installments. We may repay your Eligible Loans under the same arrangements for repayment that you have made or under any other arrangements agreed upon between the Financial Lending Institution and us.

### **D. When The Loan Payoff Benefit Ends**

If you recover from Permanent and Total Disability or fail to provide any required Proof Of Loss, our obligation to repay your Eligible Loans will cease and Loan Payoff Benefits will no longer be paid.

LT.LN

## **LUMP SUM BENEFIT**

We will pay a Lump Sum Benefit to you if you are Permanently and Totally Disabled and LTD Benefits are payable to you. The Lump Sum Benefit is equal to \$5,000 and will be paid not more than once in your entire lifetime.

LT.LS

## **SURVIVORS BENEFIT**

If you die while LTD Benefits are payable, and on the date you die you have been continuously Disabled for at least 180 days, we will pay a Survivors Benefit according to 1 through 4 below.

1. The Survivors Benefit is a lump sum equal to 5 times your last LTD Benefit.
2. The Survivors Benefit will first be applied to reduce any overpayment of your claim.
3. The Survivors Benefit will be paid at our option to any one or more of the following:
  - a. Your surviving Spouse;
  - b. Your surviving unmarried children, including adopted children, under age 27;
  - c. Your surviving Spouse's unmarried children, including adopted children, under age 27; or
  - d. Any person providing the care and support of any person listed in a., b., or c. above.
4. No Survivors Benefit will be paid if you are not survived by any person listed in a., b., or c. above.

TLT.SB

## **CONVERSION OF INSURANCE**

### Conversion Of Insurance Benefit

When your AMA-sponsored Resident LTD insurance ends, you may buy group LTD conversion insurance if you meet the following:

1. Your insurance ends for a reason other than:
  - a. Termination or amendment of the Group Policy or your Group Sponsor's coverage under the Group Policy; or
  - b. Your failure to make a required premium contribution.
2. You were continuously insured under your Group Sponsor's long term disability insurance plan for at least one year as of the date your insurance under the Group Policy ended.
3. You are not Disabled on the date your insurance ends.
4. You are a citizen or resident of the United States or Canada.
5. You must apply in writing and pay the first premium to us within 60 days after your insurance ends.

Your group LTD conversion insurance becomes effective on the day after your Resident LTD insurance ends. You are not eligible to buy group LTD conversion insurance under this provision if you elect to continue insurance as described in the **CONTINUATION OF INSURANCE** provision.

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

1. \$4,000 (however, if you provide satisfactory Evidence Of Insurability, this upper limit is \$8,000);
2. 60% of your Predisability Earnings on the date your insurance ended; and
3. The LTD Benefit payable if you had become Disabled, but not Permanently and Totally Disabled, on the day before your insurance ended and you had no Deductible Income.

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

TLT.CV.OX

## **CONTINUATION OF INSURANCE**

### **A. After Completion of Residency**

When you complete your Residency your AMA-sponsored Resident group LTD insurance will end. However, if you enter another Residency, you may be eligible to buy AMA-sponsored group LTD continuation insurance, without Evidence Of Insurability, if you meet the requirements in C. below and:

1. You provide satisfactory written proof you have been accepted into a new Residency that is scheduled to start within 120 days after the date you complete your current Residency.
2. The Institution conducting the new Residency does not participate in the AMA-sponsored group long term disability plan for Residents.

If you do not start your new Residency on the date scheduled, your LTD continuation insurance will end on that date.

### **B. When Group Sponsor Coverage Ends**

If your Group Sponsor terminates coverage under the Group Policy, your AMA-sponsored Resident group LTD insurance will end. However, you may be eligible to buy AMA-sponsored group LTD continuation insurance during the remainder of your Residency, if you meet the requirements in C. below. Evidence Of Insurability will not be required.

### **C. Requirements to Continue Insurance**

You may buy AMA-sponsored group LTD continuation insurance, if you meet the following requirements:

1. You were continuously insured under your Group Sponsor's long term disability insurance plan for at least one year as of the date your Resident LTD insurance under the Group Policy ends.
2. You are not Disabled on the date your Resident LTD insurance ends.
3. You are a citizen or resident of the United States or Canada.
4. You must apply in writing and pay the first premium to us within 31 days after your Resident LTD insurance under the Group Policy ends.

If you meet these requirements, your group LTD continuation insurance will become effective on the date your insurance under the Group Policy ends. You are not eligible to buy group LTD continuation insurance under this provision if you elect to convert insurance as described in the **CONVERSION OF INSURANCE** provision.

The certificate we will issue to you when your LTD continuation insurance becomes effective will contain other provisions which differ from your insurance under the Group Policy.

If you are Disabled on the date your insurance under the Group Policy ends and subsequently recover from your Disability within 5 years of that date, you will be able to buy LTD continuation insurance as

described above, provided you enter a new Residency within 120 days after the date your Disability ends.

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

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

1. Any amendment to the Group Policy or the Group Sponsor's coverage under the Group Policy that is effective after you become Disabled.
2. Termination of the Group Policy or the Group Sponsor's coverage under the Group Policy after you become Disabled.

TLT.BA

## **EFFECT OF NEW DISABILITY**

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

1. LTD Benefits will not continue beyond the end of the original Maximum Benefit Period.
2. The **Disabilities Excluded From Coverage**, **Disabilities Subject To Limited Pay Periods**, and **Limitations** sections will apply to the new cause of Disability.

TLT.ND

## **DISABILITIES EXCLUDED FROM COVERAGE**

### A. War

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

### C. Preexisting Condition

#### 1. Definition

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

- a. For which you have done any of the following:
  - i. Consulted a physician or other licensed medical professional;
  - ii. Received medical treatment, services, or advice;
  - iii. Undergone diagnostic procedures, including self-administered procedures;
  - iv. Taken prescribed drugs or medications;
- b. Which, as a result of any medical examination, including routine examination, was discovered or suspected;

at any time during the 180-day period just before the effective date of your insurance under the Group Policy.

## 2. Exclusion

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

- a. Have been continuously insured under the Group Policy for 12 months; and
- b. Have been Actively Participating for at least one full day after the end of that 12 months.

## D. Loss Of License Or Certification

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

## E. Violent Or Criminal Conduct

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

TLT.EX

## **DISABILITIES SUBJECT TO LIMITED PAY PERIODS**

### A. Mental Disorders and Substance Abuse

Payment of LTD Benefits is limited to 24 months during your entire lifetime for a Disability caused by any one or more of the following, or medical or surgical treatment of one or more of the following:

- a. Mental Disorders;
- b. Substance Abuse;

However, if you are confined in a Hospital solely because of a Mental Disorder at the end of the 24 months, this limitation will not apply while you are continuously confined.

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

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

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

### B. Rules For Disabilities Subject To Limited Pay Periods

1. If you are Disabled as a result of a Mental Disorder or any Physical Disease or Injury for which payment of LTD Benefits is subject to a limited pay period, and at the same time are Disabled as a result of a Physical Disease, Injury or Pregnancy that is not subject to such limitation, LTD Benefits will be payable first for conditions that are subject to the limitation.
2. No LTD Benefits will be payable after the end of the limited pay period, unless on that date you continue to be Disabled as a result of a Physical Disease, Injury or Pregnancy for which payment of LTD Benefits is not limited.

## **LIMITATIONS**

### A. Care Of A Physician

You must be under the ongoing care of a Physician in the appropriate specialty as determined by us during the Benefit Waiting Period. No LTD Benefits will be paid for any period of Disability when you are not under the ongoing care of a Physician in the appropriate specialty as determined by us.

### B. Residing In A Foreign Country

Payment of LTD Benefits is limited to 12 months for each period of continuous Disability while you reside outside of the United States or Canada, unless we agree in writing to continue paying benefits before you leave.

### C. Imprisonment

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

TLT.LM

## **CLAIMS**

### A. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, 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 benefits under your Group Sponsor's coverage under the Group Policy. Proof Of Loss must be provided at your expense.

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

### D. Documentation

Completed claims statements, a signed authorization for us to obtain information, and any other items we may reasonably require in support of a claim must be submitted at your expense. If the required documentation is not provided within 60 days after we mail our request, your claim may be denied.

### E. Investigation Of Claim

We may investigate your claim at any time.

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

#### F. Time Of Payment

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

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

#### G. Notice Of Decision On Claim

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

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

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

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

- a. The reasons for our decision.
- b. Reference to the parts of the Group Policy on which our decision is based.
- c. Reference to any internal rule or guideline relied upon in making our decision.
- d. A description of any additional information needed to support your claim.
- e. Information concerning your right to a review of our decision.
- f. Information concerning your right to bring a civil action for benefits under section 502(a) of ERISA if your claim is denied on review.

#### H. Review Procedure

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

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

The person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical 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. Reference to any internal rule or guideline relied upon in making our decision.
- d. Information concerning your right to receive, free of charge, copies of non-privileged documents and records relevant to your claim.
- e. Information concerning your right to bring a civil action for benefits under section 502(a) of ERISA.

The Group Policy does not provide voluntary alternative dispute resolution options. However, you may contact your local U.S. Department of Labor Office and your State insurance regulatory agency for assistance.

#### I. Assignment

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

TLT.CL

### **TIME LIMITS ON LEGAL ACTIONS**

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

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

TLT.TL

### **INCONTESTABILITY PROVISIONS**

#### A. 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 we had known the truth; and
2. We have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

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

## B. Incontestability Of The Group Policy

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

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

1. The Group Policy would not have been issued or coverage under the Group Policy would not have been approved if we had known the truth; and
2. We have given the Policyholder or Group Sponsor a copy of a written instrument signed by the Policyholder or Group Sponsor which contains the misrepresentation.

The validity of the Group Policy or the Group Sponsor'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.

TLT.IN

## **CLERICAL ERROR, AGENCY AND MISSTATEMENT**

### A. Clerical Error

Clerical error by the Policyholder or the Group Sponsor, or their respective employees or representatives will not:

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

### B. Agency

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

### C. Misstatement Of Age

If a person's age has been misstated, we will make an equitable adjustment of 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.

TLT.CE

## **TERMINATION OR AMENDMENT OF THE GROUP POLICY AND GROUP SPONSOR COVERAGE**

The Group Policy may be terminated, changed or amended in whole or in part by us or the Policyholder according to the terms of the Group Policy. Any such change or amendment may apply to current or future Group Sponsors and Members covered under the Group Policy or to any separate classes or categories thereof. A Group Sponsor's coverage under the Group Policy may be terminated, changed or amended in whole or in part by us or the Group Sponsor according to the terms of the Group Policy.

We may change the Group Policy and any Group Sponsor's coverage under the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects our obligations under the Group Policy, or with the Policyholder's or Group Sponsor's consent.

A Group Sponsor may terminate coverage under the Group Policy in whole, and may terminate insurance for any class or group of Members, at any time by giving us written notice. Insurance will terminate automatically for nonpayment of premium.

Your benefits are limited to the terms of the Group Sponsor's coverage under the Group Policy, including any valid amendment. No change or amendment to the Group Sponsor's coverage will be valid unless it is approved in writing by one of our executive officers and given to the Group Sponsor. The Policyholder and the Group Sponsor, and their respective employees or representatives have no right or authority to change or amend the Group Policy or the Group Sponsor's coverage under the Group Policy or to waive any terms or provisions thereof without our signed, written approval.

TLT.TA

## DEFINITIONS

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

**Contributory** means insurance is elective and Members pay all or part of the premium for insurance.

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

**Fellow** means a person who is employed by an Institution for the fourth or more year of a Residency.

**Group Policy** means the group LTD insurance policy issued by us to the Policyholder and identified by the Group Policy Number. A Group Sponsor's coverage under the Group Policy is described in the Statement Of Coverage provided by us to the Group Sponsor.

**Group Sponsor** means an Institution participating in the American Medical Association Group Insurance Trust for which coverage under the Group Policy is approved in writing by us. See **Coverage Features**.

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

**Injury** means an injury to the body.

**Institution** means an institution which conducts a program of Residency and is participating in the American Medical Association Group Insurance Trust for which coverage under the Group Policy is approved in writing by us.

**LTD Benefit** means the monthly benefit payable to you under the terms of the Group Sponsor's coverage under the Group Policy.

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

**Noncontributory** means (a) insurance is nonelective and the Group Sponsor pays the entire premium for insurance; or (b) the Group Sponsor requires all eligible Members to have insurance and to pay all or part of the premium for insurance.

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

**Physician** means a licensed M.D. or D.O., acting within the scope of the license. Physician does not include you or your Spouse, or the brother, sister, parent or child of either you or your Spouse.

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

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

**Residency** means a program of graduate medical education. The program must be accredited by the American Council for Graduate Medical Education.

**Resident** means a person who is employed by an Institution for a Residency.

**Spouse** means:

1. A person to whom you are legally married and from whom you are not legally separated; or
2. Your Domestic Partner. Domestic Partner means an individual with whom you have completed an affidavit of declaration of domestic partnership, submitted that affidavit to the Policyholder or the administrator of its insurance plan, and filed that affidavit for public record if required by law.

**Statement Of Coverage** means the statement we provide to a Group Sponsor describing the coverage under the Group Policy we have approved with respect to its Members and identified by the Group Number.

**Work Earnings** means your gross monthly earnings from work you perform while Disabled. Work Earnings includes earnings from your Group Sponsor, 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. 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 monthly, we will prorate your Work Earnings over the period of time to which they apply. If no period of time is stated, we will use a reasonable one.

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 month to month, we may determine your Work Earnings by averaging your earnings over the most recent three-month period.

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