NEWPORT NEWS PUBLIC SCHOOLS

November 23, 2026

NO AWARD NOTICE

GROUP BASIC LIFE, ACCIDENTAL DEATH & DISMEMBERMENT AND GROUP SHORT-TERM DISABILITY PLANS

RFP #006-0-2026/SB

This solicitation, RFP #006-0-2026/SB is hereby cancelled in its entirety and may be resolicited at a future date.

Thank you,

Shannon Bailey, MBA, VCO, VCCO
Director of Procurement
757-591-4560
shannon.bailey1@nn.k12.va.us

REQUEST FOR PROPOSALS

Newport News Public Schools
ISSUING OFFICE:

DATE: January 20, 2026

RFP ITEM NO.
006-0-2026/SB
PROCUREMENT OFFICER Shannon Bailey, VCCO, VCO
CLOSING DATE February 20, 2026
CLOSING TIME 2:00 PM
PREPROPOSAL CONFERENCE **Non-Mandatory** **DATE:** January 28, 2026 **TIME:** 11:00 AM EST

PURCHASING DEPARTMENT
12465 WARWICK BOULEVARD
NEWPORT NEWS, VA 23606-3041
TELEPHONE: (757) 591-4525
FAX: (757) 591-4634

Attention of Offeror is Directed To Section 2.2-4367 to 2.2-4377 Code of Virginia
(Ethics In Public Contracting)

ELECTRONIC PROPOSALS All bids must be submitted electronically online via eVA until Closing Date and Closing Time as specified in this solicitation including any addenda issued by this office using Bidder's established eVA Supplier Account. The entire bid response including any /all attachments and any/all addenda must be submitted electronically via eVA, no later than the closing date and time stated in the solicitation posting. Faxed or emailed bids will not be accepted. Newport News Public Schools is not responsible for electronic late delivery. Bidders are highly encouraged to anticipate and plan for technical or heavy transmission traffic at the last minute. All inquiries for information regarding this Invitation for Bid should be directed to Shannon Bailey at shannon.bailey1@nn.k12.va.us or 757-591-4525.

COMMODITY: Group Basic Life, Accidental Death & Dismemberment and Group Short-term Disability Plans

NIGP CODE: 95352, 95348, 95363, 95391

PLEASE FILL IN OFFEROR'S NAME & ADDRESS IN THE SPACES PROVIDED BELOW:

_____
_____
_____

THIS IS NOT AN ORDER

THE SCHOOL BOARD OF THE CITY OF NEWPORT NEWS, HEREAFTER REFERRED TO AS NEWPORT NEWS PUBLIC SCHOOLS (NNPS), RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL PROPOSALS IN WHOLE OR IN PART AND WAIVE ANY INFORMALITIES IN THE COMPETITVE NEGOTIATIONS PROCESS. FURTHER, NNPS RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN ITS BEST INTEREST. THE ENTIRE CONTENTS OF THE REQUEST FOR PROPOSALS, ANY ADDENDA, OFFEROR'S PROPOSAL AND NEGOTIATED CHANGES SHALL BE INCORPORATED BY REFERENCE INTO ANY RESULTING CONTRACT.

THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS IN ACCORDANCE WITH THE CODE OF VIRGINIA, § 2.2-4343.1 OR AGAINST A BIDDER OR OFFEROR BECAUSE OF RACE, RELIGION, COLOR, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, NATIONAL ORIGIN, AGE, DISABILITY, POLITICAL AFFILIATION, VETERAN STATUS, STATUS AS A MILITARY FAMILY OR ANY OTHER BASIS PROHIBITED BY STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT.

DESCRIPTION OF GOODS/SERVICES

Group Basic Life, Accidental Death & Dismemberment and Group Short-term Disability Plans

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1___ #2___ #3___ #4___ (Please Initial)

IN COMPLIANCE WITH THIS SOLICITATION AND TO ALL THE CONDITIONS IMPOSED HEREIN, THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION. THE FOLLOWING SECTION SHALL BE SIGNED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

Authorized Agent: _____ **Signature** _____ **Type or Print Name**

_____ **Email Address** _____ **Telephone Number** _____ **Fax Number** _____ **Company FEI/FIN#**

ENCLOSURES

ANTI-COLLUSION/NONDISCRIMINATION/DRUG-FREE WORKPLACE REQUIREMENTS

ANTI-COLLUSION CLAUSE:

IN THE PREPARATION AND SUBMISSION OF THIS PROPOSAL, SAID OFFEROR DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED OFFEROR HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, NNPS HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS PROPOSAL; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS PROPOSAL.

DRUG-FREE WORKPLACE:

DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL OFFEROR AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE SUCCESSFUL OFFEROR'S EMPLOYEES; (II) POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, A STATEMENT NOTIFYING EMPLOYEES THAT THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE OR MARIJUANA IS PROHIBITED IN THE SUCCESSFUL OFFEROR'S WORKPLACE AND SPECIFYING THE ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATIONS OF SUCH PROHIBITION; (III) STATE IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE SUCCESSFUL OFFEROR THAT THE SUCCESSFUL OFFEROR MAINTAINS A DRUG-FREE WORKPLACE; AND (IV) INCLUDE THE PROVISIONS OF THE FOREGOING CLAUSES IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER $10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUSUCCESSFUL OFFEROR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A SUCCESSFUL OFFEROR IN ACCORDANCE WITH FEDERAL LAW, THE EMPLOYEES OF WHOM ARE PROHIBITED FROM ENGAGING IN THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION OR USE OF ANY CONTROLLED SUBSTANCE OR MARIJUANA DURING THE PERFORMANCE OF THE CONTRACT.

EMPLOYMENT DISCRIMINATION BY THE SUCESSFUL OFFEROR SHALL BE PROHIBITED:

1. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL OFFEROR AGREES AS FOLLOWS:

   a THE OFFEROR, SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, SEX, NATIONAL ORIGIN, AGE, DISABILITY, OR ANY OTHER BASIS PROHIBITED BY STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT, EXCEPT WHERE THERE IS A BONA FIDE OCCUPATIONAL QUALIFICATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE SUCCESSFUL OFFEROR. THE SUCCESSFUL OFFEROR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.

   b. THE SUCCESSFUL OFFEROR, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE SUCCESSFUL OFFEROR, SHALL STATE THAT SUCH SUCCESSFUL OFFEROR IS AN EQUAL OPPORTUNITY EMPLOYER.

   c. NOTICES, ADVERTISEMENTS, AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.

2. THE SUCCESSFUL OFFEROR WILL INCLUDE THE PROVISIONS OF THE FOREGOING PARAGRAPHS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER $10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

Name and Address of OFFEROR:

Date: _____ Authorized Signature_____

Printed Name:_____Title:_____

Phone Number:_____ Fax Number:_____

Email Address:_____

Federal Tax Identification Number/Social Security Number: _____

Is Offeror a "minority" business? □ Yes □ No If yes, please indicate the "minority" classification below:
□ African American □ Hispanic American □ American Indian □ Eskimo □ Asian American □ Aleut □ Other; Please Explain:
Is Offeror Woman Owned? □ Yes □ No
Is Offeror a Small Business? □ Yes □ No
Is Offeror a Faith-Based Organization? □ Yes □ No

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Attachments:

Attachment A. Plan Design and Evidence of Coverage Life Policy
Attachment B. Plan Design and Evidence of Coverage Life Certificate Active Members
Attachment C. Plan Design and Evidence of Coverage Life Certificate Retired Members
Attachment C1. Life Insurance Attachment
Attachment D. Life Amendment
Attachment E. Life Amendment Attachment F. Plan Design and Evidence of Coverage STD Full Time Exempt Employees
Attachment G. Plan Design and Evidence of Coverage STD Full Time Non-Exempt Employees
Attachment H. Plan Design and Evidence of Coverage LTD Certificate
Attachment I. Active NNERF Census
Attachment J. Active Hybrid less than 1 year Census
Attachment K. Active VRS Code 4 STD Census
Attachment L. Active VRS Code 5 STD Census
Attachment M: Claims Experience 2023-2025
Attachment N: Cost Exhibit
Attachment O: 2025-2026 Work Calendars
Attachment P: 2025-2026 Contract Schedule

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from highly qualified firms to establish a contract for group basic life, accidental death and dismemberment (AD&D), and group short-term disability for eligible employees and retirees of Newport News Public Schools.

II. BACKGROUND

Newport News Public Schools, hereinafter referred to as "NNPS" is the ninth largest school division in the Commonwealth with approximately 26,500 students. NNPS is an urban school system educating children in 3 early childhood centers, 24 elementary schools, 1 middle/high school combination, a virtual learning academy and 5 high schools. A listing of NNPS facilities and its locations may be accessed via NNPS' official web site at http://sbo.nn.k12.va.us/schools. NNPS employees approximately 4,688 employees in a variety of educational, managerial, professional, technical, clerical, service and maintenance positions.

Newport News Public Schools sponsors a non-contributory group basic life and AD&D plan and a group short-term disability plan for certain employees who are active employees of Newport News Public Schools. A separate group retiree life and AD&D plan is offered to a group of retirees not covered under the Virginia Retirement System (VRS). This fully-insured program has been underwritten by The Standard since August 1, 2023. The prior carrier from August 1, 2019 – July 31, 2023 was MetLife.

There are currently 483 active employees, and 564 retirees covered for basic life and AD&D and 2,330 active employees covered under the group short-term disability plan. It is the intent of this RFP to contract with a carrier to offer all three lines of coverage at the current benefit level for these employees.

IMPORTANT NOTE: NNPS has determined that the current short-term disability certificate is not accurate. Therefore, the certificate provided with this RFP is from a prior carrier, Prudential. Offerors are asked to mirror the Prudential certificate with their proposal. The certificates for basic life and AD&D are from the current carrier and are accurate.

III. STATEMENT OF NEEDS

120. General Requirements: Contractor must:

1. Be licensed to do business in the Commonwealth of Virginia.

2. Ensure life, AD&D, and short-term disability claims are managed effectively and efficiently.

3. Match current plan design for life, AD&D (based on the certificate from The Standard), and short-term disability (based on the certificate from Prudential).

4. Provide high quality, efficient program administration and services, including but not limited to:

    a. Maintaining accurate payment records.
    b. Providing state-of-the-art data tracking and claims payment services.
    c. Providing plan utilization, claims, enrollment, and premium data to the Schools on a quarterly basis.
    d. Provide the ability to the Schools to access detailed claims reports on an as needed basis.
    e. Provide the Schools with copies of documentation in relation to claims upon request.
    f. Maintaining separate accounts or subgroups as required by the Schools.

5. Provide administrative support services that simplify the work input and administrative time of Schools' benefits staff.

6. Maintain a local or toll-free customer service number for covered employees and Schools' benefits staff.

7. Designate a single point of contact (account manager) responsible for resolving issues, answering claims, administrative, and billing inquiries, and expediting services related to the overall performance of the contract.

8. Provide an account team chart which lists contacts in relevant, functional areas (with phone numbers, email addresses, departments, and titles) that will be updated as changes occur.

9. Provide specific performance guarantees that include financial penalties for non-performance.

10. Meet with the Schools within fifteen (15) days after the contract award date to review the life, AD&D, and short-term disability programs, to present the proposed employee communication material, and to jointly establish a preliminary implementation plan and schedule.

11. Work with the benefits staff of the Schools to develop employee communications materials.

12. Work with the benefits staff of the Schools to develop a benefits booklet (or booklets) for employees to include a summary of benefits, plan limitations, exclusions, and claims appeal procedures. This booklet proof must be provided to the Schools on a timely basis, but not later than June 1, 2026. The Schools shall review and approve the booklet(s) prior to distribution. Booklets must be reprinted if changes are required at no additional cost to the Schools.

13. Provide the Schools with contractual documents necessary to this coverage, no later than July 1, 2026.

14. Provide a detailed renewal underwriting analysis each January 1 (or earlier if requested by the Schools) for the upcoming July 1 renewal. Detailed utilization data comparing current and prior years (if applicable) must be provided.

15. The Offeror shall agree to an initial contract period of July 1, 2026 through June 30, 2027 with the option to renew for seven (7) additional one-year terms, contingent upon annual renewal rates and the Schools' option to cancel and solicit proposals. The contract can only be terminated by the Offeror for non-payment.

B. Expectations:

Timely responses to or acknowledgment of e-mail and phone inquiries within 24 hours.

Must have flexibility to respond to requests and inquiries on very short notice.

Must be able to provide supporting data and trends for recommendations. NNPS is data driven; hard data should be included with the recommendations.

Will take a proactive approach reaching out to appropriate Benefits staff.

IV. SPECIAL INSTRUCTIONS TO THE OFFEROR

A. Definitions:

Issuing Office:
Wherever used in this Request for Proposal, Issuing Office will be:
Shannon Bailey, VCCO, VCO
Director of Procurement
Newport News Public Schools 12465
Warwick Boulevard Newport News, VA
23606-3041 Phone: (757) 591-4560
Fax: (757) 591-4593
Email: shannon.bailey1@nn.k12.va.us

NNPS Contract Administrator:

Wherever used in this Request for Proposal and for purposes of any notices under this contract, the NNPS Contract Administrator will be:
JoAnn Armstrong, Benefits Supervisor
Newport News Public Schools
Newport News, VA 23606-3041
Phone: (757) 881-5061 ext. 56112
Email: joann.armstrong@nn.k12.va.us

B. Request for Electronic Copies of RFP Data

Attachments are available electronically that will provide the information needed to submit a proposal. These attachments include census data, plan experience, certificates, and the Cost Exhibit template. This information will be made available by contacting NNPS' consultant for this RFP, Brooke Barnes, with USI Insurance Services at brooke.barnes@usi.com with copy to shannon.bailey1@nn.k12.va.us

C. Contact with NNPS Staff, Representatives, and/or Agents:

Direct contact with NNPS staff, representatives, and/or agents other than Purchasing Department staff on the subject of this RFP or any subject related to this RFP is expressly prohibited except with the prior knowledge and permission of the Purchasing Agent.

D. Preproposal Conference (Non-mandatory)

A Pre-Proposal conference will be held virtually on **January 28, 2026 at 11:00 a.m.** to answer any questions regarding this RFP at the following Zoom link. Any changes determined necessary as a result of this conference or any other source that may affect the responses to the Proposal will be formally addressed by the Issuing Office via addenda. Attending this conference is not mandatory but is advisable.

Topic: Pre-Proposal Conference - Group Basic Life, Accidental Death & Dismemberment and Group Short-term Disability Plans
Time: Jan 28, 2026 11:00 AM Eastern Time (US and Canada)
Join Zoom Meeting
https://nn-k12-va-us.zoom.us/j/81089756945?pwd=F5AJv0LGaz2P1nobvlMVfOcBbsyXCF.1

Meeting ID: 810 8975 6945 Passcode: 797473

E. Offerors of Record:

Offerors receiving a copy of this RFP from a source other than the Issuing Office via **www.eva.virginia.gov** must contact the Issuing Office and provide Offeror's name, address, contact person, telephone and fax number, and the RFP Item Number.

F. Questions:

Offerors must submit questions regarding the Request For Proposal in writing to the Issuing Office at shannon.bailey1@nn.k12.va.us no later than **4:30 PM EST, February 3, 2026**. Necessary replies will be issued to all Offerors of record as addenda that shall become part of the contract documents. Oral instructions do not form a part of the Proposal documents. Offeror is responsible for checking the **www.eva.virginia.gov** web site, NNPS Purchasing webpage, or contacting the Issuing Office within 48 hours prior to Proposal closing to secure any addenda issued for this RFP.

G. Changes or Modifications:

Changes or modifications to this Request for Proposals made prior to the date and time of closing will be addressed by addenda from the Issuing Office. Offerors are to acknowledge receipt of addenda in the space provided on the cover page of this Request for Proposal. Oral communications are not a part of the Proposal documents. This RFP and any addenda shall be incorporated, by reference, into any resulting contract.

H. RFP Closing:

Offeror shall ensure its Proposal is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this Information for Proposal. Proposals received after the specified date and time (time stamped 2:01 P.M. or later) will not be considered and will be returned to the Offeror unopened.

I. Proposal Submittal Requirements:

All bids/proposals may be submitted electronically online via eVA using the Bidder's established eVA Supplier Account, in person, or by mail. The entire bid/proposal response including any / all attachments and any / all addenda must be submitted electronically via eVA, in person, or mail no later than the closing date and time stated in the solicitation posting. Faxed or emailed bids/proposals will not be accepted.

To learn how to submit an online bid/proposal in eVA please refer to the online supplier training page at: https://eva.virginia.gov/supplier-training-materials.html

The link to the video "Viewing and Responding to Solicitations" can be found on the Supplier Training Materials page at: https://www.youtube.com/watch?v=KSxcAkOekW0

It is the responsibility of the Bidder/Offeror to ensure all required attachments are properly completed, readable and uploaded to eVA by the date and time deadline stated on the electronic solicitation posting.

Bidders should allow sufficient time to account for any technical difficulties they may encounter during online submission or uploading of documents. In the event of technical difficulties, suppliers should contact eVA Customer Care at 1-866-289-7367 or via email at eVACustomerCare@DGS.Virginia.gov.

1. Each Proposal submission shall be submitted to the Issuing Office and shall include the following documents:
   a. The cover page of this Request for Proposal, which will contain:
      1) Original signature of an agent authorized to bind the company;
      2) Requested contact information;
      3) Company FEI/TIN number; and,

4) Acknowledgment of any addenda on page one (1);

b. Completed and signed anti-collusion/nondiscrimination clauses on page 2;

Offerors are encouraged to submit their Proposals on recycled paper and to use double-sided copying.

2. Proposals must be submitted utilizing the following requirements:
   a. Offerors shall submit proposals in a sealed envelope or package and label the envelope or package with the Request for Proposal's item number and the name and address of the Offeror. **Proposals received by telephone, telegraph, facsimile, or any other means of electronic transfer outside of eVA shall not be accepted.**

Include a statement setting forth the basis for protection of proprietary information, if any, as detailed in the "Proprietary Information/Disclosure" section.

3. Proposals are to be organized in the following tabs:
   a. Tab 1 – Executive Summary (to include Experience)
   b. Tab 2 – Capabilities and Skills
   c. Tab 3 – Services to be Provided
   d. Tab 4 – Price Schedule
   e. Tab 5 – Exceptions
   f. Tab 6 – Proposed Plan Design and Sample Contracts

Program Specifications
This section outlines the specifications for the requested plans including the proposed benefit design and funding arrangements.

The offeror is requested to submit a proposal for the services outlined in the Scope of Services. Descriptions of all services must be included in TAB II of your proposal.

4. Covered Groups:

There are several censuses provided with this RFP. Below is a description of each group and the coverage that applies. The Offeror is asked to provide the pricing for adding Short-Term Disability and Basic Life and AD&D based on the groups as outlined.

Basic Life and AD&D

• Active NNERF – This group is covered under the City NNERF retirement plan. The census for this group is included as **Attachment I- Active NNERF Census**

• Retiree Life – This group retired under the NNERF retirement plan and is covered for Basic Life insurance. The census for this group is included as **Attachment C1 – Retired Members Life Insurance Census**

Short Term Disability

• Active NNERF – This group is covered under the City NNERF retirement plan. The census for this group is included as **Attachment I – Active NNERF Census. (will be the same as the Life census above)**

• Active VRS Code 4 STD Census – This group receives their Basic Life and AD&D benefits through VRS as a Plan 1 or Plan 2 Retire. They are only covered for Short term disability under the current plan. They receive their Basic Life and AD&D benefits through VRS. The census for this group is included as **Attachment K – Active VRS Code 4 STD Census.**

• Active VRS Code 5 STD Census – This group receives their Basic Life and AD&D benefits through VRS but are eligible for short-term disability, through the successful offeror. The census for this group is included as **Attachment K – Active VRS Code 5 STD Census.**

• Active VRS Hybrid 1 year or less Census – This group is covered under the VRS Hybrid Retirement Plan. They receive their Basic Life and AD&D benefits through VRS. After 12 months, they become eligible for STD as part of the Hybrid Plan. The census for this group is included as **Attachment J – Active Hybrid 1 year or less Census.**

Definitions

NNERF – Newport News Employees' Retirement Fund
VRS – Virginia Retirement System

5. Price Quotations
   a. General Information and Requirements
      (1) Price quotations should be submitted **NET OF COMMISSIONS**.
      (2) Current experience and current plan documents are available electronically. See instructions in Section IV.B. for how to securely obtain this information.
      (3) Carriers must match current benefits as outlined in the Certificates. The STD benefit is paid based on the number of regularly scheduled days of attendance required during the school contract year.
      (4) The cost of the program will be entirely paid by Newport News Public Schools. Employees will not contribute toward the cost of coverage under any of the plans.
   b. Fee Guarantees
      All rates must be guaranteed for a minimum of twelve (12) months. Multi-year guarantees are requested and will be an important consideration in the evaluation process. All guarantees should be included with your price quotation.
6. Funding Arrangement
   Fully-insured rates are requested for Group Basic Life, Group AD&D, and Group Short-term Disability plans.
7. Underwriting Assumptions and Plan Deviations
   All underwriting assumptions and deviations from the requested benefit design or funding arrangements shall be submitted as part of your proposal to document any assumptions, special criteria or requirements, or variances from the requested plans and funding.
8. Cost Exhibit
   All offerors must submit proposed cost by fully completing **Attachment H – Cost Exhibit**.

J. Evaluation of Proposals:

1. After the proposal opening NNPS will select for further consideration two or more Offerors deemed to be fully qualified and best suited among those submitting proposals based on Offerors' responses to the information requested in this RFP.

2. The following criteria will be used in the evaluation process.

CRITERIA	PERCENTAGES
Price	30%
Offeror's experience in providing the services requested, including organization size and years in business	25%

Offeror's capabilities and skills to perform the services required, including qualifications of staff, financial position, previous experience in benefit consulting, management of employee benefits, risk management experience, and design/evaluation of insurance plans	25%
Services to be provided	20%
Total	100%

3. Based on the initial evaluation, NNPS may request the selected Offerors make oral presentations. Thereafter, NNPS will conduct negotiations with each of the selected shortlisted Offerors. Individuals representing the Offeror during negotiations shall have the authority to negotiate and contractually bind the company to a contract.

4. After negotiations are completed, NNPS will select the Offeror who, in NNPS's opinion, has made the best proposal and shall award the contract to that Offeror (referred to in this RFP as the Successful Offeror). Should NNPS determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

5. NNPS is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

K. Presentation/Demonstration:

If in NNPS's opinion, vendor presentations or demonstrations of the Offeror's proposed system's features and capabilities are warranted, NNPS will notify the appropriate vendors. Such presentation or demonstration will either be at an NNPS site or virtual (to be determined) at a date and time mutually agreed to between NNPS and Offeror and will be at the Offeror's expense.

L. Preparation of Proposals:

In presenting their proposals, Offerors are encouraged to be thorough in addressing the ***Statement of Needs***, the ***Preparation of Proposal*** guidelines, and the ***Proposal Submittal Requirements*** as outlined in this RFP.

To facilitate the NNPS's evaluation of Offeror's proposal, Offeror is to number all pages of its proposal and provide tabs listing the evaluation criteria indicated above.

Offerors should be completely responsive to this RFP, be able to conform to the terms and conditions provided herein, and provide responses to the evaluation criteria outlined, below. Offeror should not incorporate its standard contract document into its proposal, by reference or in full text, without listing each exception it represents to the terms and conditions of this RFP, as described in the Exceptions/Alternatives section of this paragraph.

Offerors are encouraged to provide thorough and detailed information regarding the product and services being offered, based on the details provided below.

To facilitate the NNPS's evaluation of Offeror's proposal, Offeror must number all pages of its proposal and provide tabs as indicated above. Offeror must fully address each of the following items and submit

proposals using the following format:

1. *Experience* – Provide a concise description of all work experiences as they relate to the scope of work outlined herein. Said description should include, but not be limited to:

    a. Offeror's established experience record in providing comparable services to organizations like NNPS.
        - Number and types of customers the Offeror has served with comparable services.
        - Number of years Offeror has been providing these types of services.
    b. A minimum of five (5) references for which Offeror has completed services comparable to those described in this RFP. Include references for work performed in an environment comparable to NNPS's. For each reference, detail:
        - Name of firm.
        - Address of firm.
        - Name, title, address, e-mail address, and phone and fax number of contact details for the firm;
        - Number of years Offeror has served the firm; and
        - Summary of scope of services provided.
    c. Other available documentation to verify Offeror's experience.
    d. A statement detailing why the Offeror is the best candidate to provide the NNPS with the services requested in this RFP.

2. *Capability and skill* – Describe the qualifications and skills of the organization to provide the services. Said description should provide, but not be limited to, the following information:
    a. Background information about the organization, e.g., philosophy, ownership, size, facilities and locations, etc.
        - Offeror's management structure of the firm – e.g. organization chart of the firm, project team, etc.
        - Size and location of the office that will serve the NNPS;
    b. Offeror's qualifications to perform the services, including all resources available to Offeror for the performance of the contract.
    c. Qualifications and resumes of the assigned NNPS account team and other employees who will be managing and performing the services under this contract.
    d. Name, title, address, e-mail address, phone and fax numbers, and work hours of the Offeror's Contract Representative for the following functions:
        - Contact for prompt contract administration upon award of the contract;
        - Contact during the period of evaluation;
        - Authorized agent to accept any notices provided in this contract.
    e. Indicate the type of organization you represent, i.e. individual, partnership or corporation. If the Offeror is a corporation, list the names of the President, Vice-President, Secretary, Treasurer and all principals. If the Offeror is a partnership, include the names of all principals or partners.
    f. A detailed history of all mergers or acquisitions.
    g. A copy of the certificate verifying the firm is registered to do business in the Commonwealth of Virginia.
    h. A detailed list of contractor licenses held, including license class and number.
    i. Offeror's current financial condition. Provide a copy of offeror's Dunn and Brad Street financial report and any other supporting documentation, such as audited annual reports for the past three (3) years. Include any financial ratings held by the firm.
    j. If Offeror intends to subcontract any part of the work under this contract, indicate services to be subcontracted and subcontractor(s) to provide said services.

3. *Services to be Provided* – Provide a detailed description of the services to be provided under this contract. Said description must address, at a minimum:

a. An introduction – An overview of Offeror's understanding of the scope of work and services to be provided.
b. Best practice approaches to providing services to the NNPS that enhance efficiency and effectiveness. Innovative solutions will be considered by the NNPS.
c. EACH of the General Requirements and Specific Requirements set forth under the Scope of Work specified in this RFP.
d. A detail of any assistance, equipment, or other items the Offeror will require the NNPS to furnish under this contract.
e. A statement explaining why the Offeror's proposed solution would be the most advantageous to the NNPS.
f. Describe the one attribute that places the Offeror ahead of the competition.

g. *Demonstration of coverage certificate comprehension* -Please complete this task using the Prudential STD certificate, 2025-2026 Work Calendars and definitions of eligible benefit days: Example: John is classified as an VRS Plan 1 employee, as a 197-day contract as a counselor and has 15 days of sick leave available to him. John begins a medical leave of absence on March 23rd, 2026, and he returns to work May 1st, 2026. Calculate the benefit amount and when the benefit would begin and end.

4. *Price*
   a. Submit with the proposal a Pricing Sheet that provides a cost breakdown showing the maximum guaranteed cost of the project, per year.
   b. Offeror's prices will be subject to negotiations.
   c. After negotiations and award of this contract, Successful Offeror's pricing for the services provided under this contract shall be a firm fixed-price during the term of the contract and any extensions.

5. *Exceptions/Alternatives* – Detail any exceptions taken to the Statement of Needs and Terms and Conditions sections of this RFP. For each exception, specify the RFP page number, section number, and the exception taken. Offeror shall not incorporate its standard contract document into its proposal, by reference or in full text, without listing each exception it represents to the terms and conditions of this RFP, as described in the Exceptions/Alternatives section of this RFP.

M. Cost of Responding:

This solicitation does not commit NNPS to pay any costs incurred by the Offeror or any other party in the preparation and/or submission of proposals or in making necessary studies or designs for the preparation thereof, nor is NNPS obligated to procure or contract for such services.

V. GENERAL TERMS AND CONDITIONS

A. Contract Document:

This RFP, its addenda, Successful Offeror's proposal, any additional information requested and negotiated changes and will constitute the final contract hereafter referred to as this "contract". These documents will be incorporated by reference into the NNPS purchase order awarding this contract. This contract shall be governed by the contract documents in the following order of precedence:
This RFP document;
Any negotiated changes to the foregoing documents; and
Offeror's proposal

B. Proposal Binding for One-hundred Twenty (120) Days:

Offeror agrees that its Proposal shall be binding and may not be withdrawn for a period of one-hundred (120) calendar days after the scheduled closing date of this Request For Proposals.

C. Proprietary Information/Non-Disclosure:

Offeror is advised that the Virginia Public Procurement Act (Section 2.2-4342, Code of Virginia, 1950 as amended) shall govern public inspection of all records submitted by Offeror. Specifically, if Offeror seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, Offeror shall:

1. Invoke the protections of this section prior to or upon submission of the data or other materials,

2. Provide a statement that identifies the data or other materials to be protected and that states the reasons why protection is necessary.

3. Submit trade secrets or other proprietary information under separate cover in a sealed envelope clearly marked "**PROPRIETARY**."

4. Information submitted that does not meet the above requirements will be considered public information in accordance with State statutes.

5. NNPS reserves the right to submit such information to the NNPS attorney for concurrence of the Offeror's claim that it is in fact proprietary.

6. References to the proprietary information may be made within the body of the Proposal; however, all information contained within the body of the Proposal shall be public information in accordance with State statutes.

7. Trade secrets or proprietary information submitted by an Offeror in conjunction with this RFP is not subject to public disclosure under the Virginia Freedom of Information Act (VFOIA).

8. Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA.

9. An all-inclusive statement that the entire Proposal is proprietary is unacceptable. A statement that Offeror's costs and/or Proposal pricing are to be protected is unacceptable. Offeror will be requested to remove any such statement(s) in order to be eligible for further consideration.

D. Contract Modification(s):

After award, any and all modifications to this contract shall be mutually agreed to by both parties, in writing, and authorized by the NNPS Purchasing Agent or his designee via issuance of a change order (purchase order).

E. Offeror Obligation:

Offeror shall carefully examine the contents of this Request for Proposals and any subsequent addenda. Failure to do so shall not relieve the Successful Offeror of its obligation to fulfill the requirements of any contract awarded as a result of this RFP.

F. Conditions of Work:

Offeror shall inform itself fully of the conditions relating to services required herein. Failure to do so will not relieve a Successful Offeror of the obligation to furnish all goods and/or services necessary to carry out the provisions of this contract.

G. Prime Contractor:

If in its performance of this contract, Successful Offeror supplies goods or services by or through another party or subcontractor, Successful Offeror agrees that:

1. Successful Offeror shall act as the prime contractor for the goods and services to be provided under contract and shall be the sole point of contact with regard to all obligations under this contract.
2. Successful Offeror represents and warrants that Successful Offeror has made third parties or subcontractors aware of the proposed use and disposition of the other party's products or services, and that such other party has agreed in writing that it has no objection and that NNPS is not liable to such third parties or subcontractors for any work performed under this contract.
3. The use of subcontractors and the work they perform must receive the prior written approval of NNPS. NNPS will designate a Contract Administrator to approve such work.
4. Successful Offeror shall be solely responsible for all work performed and materials provided by subcontractors.
5. Successful Offeror shall be responsible for the liability of subcontractors for the types and limits required of the Successful Offeror under this contract.

H. Subcontractors:

Contractor's use of subcontractors and the work they are to perform must receive written approval from the Contract Administrator at least ten (10) calendar days prior to the work being performed. Contractor shall be solely responsible for all work performed and materials provided by subcontractors. Contractor shall be responsible for the liability of subcontractors for the types and limits required of the Contractor.

I. Non-Assignment:

Successful Offeror shall not assign its rights and duties under this Agreement without the prior written consent of the NNPS Contract Administrator.

J. Antitrust:

Any perceived anti-trust violation will be reported to the State Attorney General for possible enforcement of anti-trust laws.

K. Anti-collusion/Nondiscrimination Requirements Form:

The attached "Anti-collusion/Nondiscrimination Requirements" form, on page 2 of this RFP, shall be executed by Offeror and is to be submitted with Offeror's Proposal. The requirements set forth on said form shall be considered to be binding terms and conditions in any contract resulting from this RFP. A contract will not be awarded to an Offeror who has not signed the anti-collusion/nondiscrimination statement.

L. Hold Harmless/Indemnification:

It is understood and agreed that Successful Offeror hereby assumes the entire responsibility and liability for any and all material damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Successful Offeror, its subcontractors, agents or employees under or in connection with this Contract or the performance or failure to perform any work required by this Contract. Successful Offeror agrees to indemnify and hold harmless NNPS and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with

(a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Contract, and (c) the performance of the work by Successful Offeror or those for whom Successful Offeror is legally liable. Upon written demand by NNPS, Successful Offeror shall assume and defend at Successful Offeror's sole expense any and all such suits or defense of claims made against NNPS, its agents, volunteers, servants, employees or officials.

M. Notices:

All notices, requests, demands, and elections under this contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand- delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or six (6) NNPS business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the following individuals:

To NNPS: NNPS Contract Administrator as designated in this RFP.
To Successful Offeror: Successful Offeror's Contract Administrator as defined in Successful Offeror's Proposal.
Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

N. Non-Performance:

1. Delivery Delays: NNPS reserves the right to procure goods and/or services to be provided under this contract from other sources in the event Successful Offeror fails to deliver such goods and/or service deliverables in accordance with delivery dates and time frames set forth in this contract.
2. Unacceptable Deliveries (Rejections): Upon notification by NNPS that goods and/or service deliverables provided by the Successful Offeror under this contract are damaged and/or not of the quality specified by NNPS, such goods and/or service deliverables will be rejected. Successful Offeror shall replace such rejected goods and/or service deliverables immediately or within a reasonable time as determined by NNPS.
3. Successful Offeror shall remove all rejected materials, equipment or supplies from the premises of NNPS within ten (10) days of notification. Rejected goods and/or service deliverables not removed from NNPS'

   premises within ten (10) days will be regarded as abandoned, shall become the property of NNPS, and NNPS shall have the right to dispose of such items.
4. NNPS reserves the right to authorize immediate purchase from other sources against rejections.
5. Liability: Successful Offeror shall be liable to NNPS for all costs incurred by NNPS as a result of Successful Offeror's failure to perform in accordance with the contract. Successful Offeror's liability shall include, but not be limited to:
   a. Damages and other delay costs, to include costs to procure goods/services from alternate suppliers.
   b. Increased costs of performance, such as extended overhead and increased performance costs resulting from performance delays caused by Successful Offeror and/or rejections of Successful Offeror's goods and/or service deliverables.
   c. Warranty and rework costs, liability to third party, excess costs, attorney's fees and related costs incurred by NNPS due to non-responsive performance of Successful Offeror.

O. Termination Without Cause:

NNPS may at any time, and for any reason, terminate this Contract by written notice to Successful Offeror specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. Notice shall be given to Successful Offeror by certified mail/return receipt

requested, addressed to the Successful Offeror's Contract Administrator. In the event of such termination, Successful Offeror shall be paid such amount as shall compensate Successful Offeror for the work satisfactorily completed, and accepted by NNPS, at the time of termination. If the event NNPS terminates this Contract, Successful Offeror shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to NNPS any work completed or in process for which payment has been made.

P. Termination with Cause/Breach:

In the event that Successful Offeror shall for any reason or through any cause be in default of the terms of this Contract, NNPS may give Successful Offeror written notice of such default by certified mail/return receipt requested, addressed to the Successful Offeror's Contract Administrator. Unless otherwise provided, Successful Offeror shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of the Successful Offeror to cure the default, NNPS may immediately cancel and terminate this Contract as of the mailing date of the default notice. Upon termination, Successful Offeror shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to NNPS any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Contract may be immediately cancelled and terminated by NNPS and provisions herein with respect to opportunity to cure default shall not be applicable.

Q. Breach of Contract:

Successful Offeror shall be deemed in breach of this contract if the Successful Offeror: Fails to comply with any terms of this contract;

Fails to cure such noncompliance within ten (10) calendar days from the date of the NNPS written notice or such other time frame, greater than ten (10) calendar days, specified by the NNPS Contract Administrator in the notice.

Fails to submit a written response to NNPS's notification of noncompliance within ten (10) calendar days after the date of the NNPS notice.

All notices under this contract shall be submitted, either by fax or certified mail, return-receipt requested, to the respective contract administrator. Successful Offeror shall not be in breach of this contract as long as its default was due to causes beyond the reasonable control of and occurred without any fault or negligence on the part of both the Successful Offeror and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of NNPS in its sovereign capacity, fires, floods, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather such as hurricanes.

R. Applicable Law:

This Contract shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

S. Compliance With All Laws:

Successful Offeror shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of this contract. Successful Offeror represents that it possesses all necessary licenses and permits required to conduct its business and/or will acquire any additional licenses and permits necessary for performance of this contract prior to the initiation of work. If the Successful Offeror is a corporation, Successful Offeror further expressly represents that it is a corporation of good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract and any extensions. All City of Newport News business license, personal property, real estate and other applicable tax requirements shall be met by

Successful Offeror.

T. Venue:

Venue shall be in the Circuit Court of the City of Newport News, Virginia, and the United States District Court for the Eastern District of Virginia, Norfolk Division, compliant with applicable laws and regulations, as deemed appropriate by NNPS.

U. Severability:

If any provision of this contract is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this contract, and all other provisions of this contract shall remain in full force and effect.

V. Non-Appropriation of Funds:

It is understood and agreed between the parties herein that NNPS shall be bound hereunder only to the extent that the funds shall have been appropriated. In the event no funds or insufficient funds are appropriated, NNPS shall immediately notify the Successful Offeror of such occurrence and this Contract shall terminate on the last day funds are available without penalty or expense to NNPS of any kind whatsoever.

W. Tax Exemption:

NNPS is exempt from federal excise tax and from all State and local taxes. Successful Offeror shall not include such taxes in any invoices under this agreement. Upon request, NNPS will furnish the Successful Offeror with tax exemption certificates or the NNPS tax exempt number.

X. Vendor's Invoices:

Successful Offeror shall submit to NNPS all invoices promptly upon completion of the requirements for installation, delivery, and acceptance of the Products and Services required under this contract. Invoices shall not include any costs other than those identified in the executed NNPS purchase order awarding this contract or any subsequent change orders issued by the NNPS Purchasing Division. All shipping costs are the Successful Offeror's responsibility, except to the extent such charges are identified in the executed NNPS purchase order or change orders. Successful Offeror's invoices shall provide at a minimum:

- Type and description of the Product or Service installed, delivered and accepted;
- Serial numbers, if any;
- Quantity delivered;
- Charge for each item;
- Extended total (unit costs x quantity);
- This RFP number and the NNPS Purchase Order Number.

Y. Contractual Disputes:

Any dispute concerning a question of fact as a result of a contract with NNPS which is not disposed of by agreement shall be decided by the NNPS Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days. The decision of the NNPS Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice

for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

Z. Warranty/Guarantee:

Successful Offeror guarantees against defective or faulty material or workmanship for at least one (1) year or for the manufacturer's standard warranty period, whichever is greater, from date of acceptance by NNPS. To furnish adequate protection from damage for all work and to repair damages of any kind for which Successful Offeror or Successful Offeror's workmen are responsible, to the building or equipment, to Successful Offeror's own work, or to the work of others. Any merchandise or service provided under the contract which is or becomes defective during the warranty period shall be replaced by the Successful Offeror free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment or service (one year or manufacturer's standard warranty period, whichever is greater, from the date of acceptance of the replacement). Successful Offeror shall make any such replacement immediately upon receiving notice from NNPS.

AA. Payment Terms:

To be eligible for payment, all labor, equipment and materials covered under Successful Offeror's invoice must be completed and accepted by NNPS. NNPS agrees to make payments under this contract within thirty (30) days after receipt of a correct invoice for such payment. Where payment is made by mail, the date of postmark shall be deemed to be the date of payment. Any amounts due NNPS under the terms of this or any other agreement may be applied against Successful Offeror's invoices with documentation for the basis of the adjustment attached. In no event shall any interest penalty or late fee accrue when payment is delayed because of disagreement between NNPS and Successful Offeror regarding the quantity, quality, time of delivery, or other noncompliance with the contract requirements for any Product or Service or the accuracy or correctness of any invoice. Payment terms offering a "prompt payment discount" of 20 days or greater will be considered in the evaluation of Proposals. All other payment terms shall be net thirty **(30)** calendar days or greater. Payment terms not specified by Offeror shall be Net 45 days.

Special Educational or Promotional Discounts

Successful Offeror shall extend any special educational or promotional sale prices or discounts immediately to NNPS during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

BB. Prompt Payment:

NNPS will promptly pay for completed, delivered goods or services accepted under this Contract by the payment date established. The required payment date will be either: (i) the date on which payment is due under the terms of this Contract for the provision of the goods or services; or (ii) if a date is not established

by this Contract, not more than forty-five (45) days after goods or services are received or not more than forty-five (45) days after the invoice is rendered, whichever is later.

Within twenty (20) days after the receipt of the invoice or goods or services, NNPS shall notify the supplier of any defect or impropriety that would prevent payment by the payment date. Should NNPS fail to pay the Contractor by the pay date, finance charges may be assessed by the Contractor. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of one percent (1%) per month. This will not apply to late payment provisions in any public utility tariffs or public utility negotiated Contracts.
Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

In cases where payment to Contractor is made by mail, the date of postmark shall be deemed to be the date payment is made for purposes of this Contract.

Individual Contractors shall provide to NNPS their social security numbers and proprietorships, partnerships, and corporations to provide their federal employer identification numbers.

Within seven (7) days after Contractor receives payment from NNPS, Contractor shall take one or more of the following actions:

1. Pay all subcontractors for the proportionate share of the total payment received from NNPS attributable to the work performed by the subcontractors under this Contract;
2. Notify NNPS and all affected subcontractors, in writing, of Contractor's intention to withhold all or a part of each affected subcontractor's payment including the reason for nonpayment.
3. Pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after (7) seven days following receipt by the Contractor of payment from NNPS for work performed by the subcontractor under that Contract, except for amounts withheld, as allowed in #2 above.

A Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of NNPS. A Contract modification will not be made for the purpose of providing reimbursement by NNPS for interest charges owed by Contractor. A cost reimbursement claim to NNPS shall not include any amounts for reimbursement of interest charges owed by Contractor.

CC. Payment by Electronic Funds Transfer (EFT)

Method of payment.

All payments by Newport News Public Schools (NNPS) under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

In the event NNPS is unable to release one or more payments by EFT, the Contractor agrees to either—Accept payment by check or some other mutually agreeable method of payment; or (ii) Request NNPS to extend payment due dates until such time NNPS makes payment by EFT (but see paragraph (d) of this clause).

Mandatory submission of Contractor's EFT information.

The Contractor is required to provide NNPS with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the NNPS Accounting Department (hereafter referred to as "Accounting") no later than 15 days prior to submission of the first request for payment. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the Accounting.

If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to Accounting.

Mechanisms for EFT payment. NNPS may make payment by EFT through the Automated Clearing

House (ACH) network, subject to the rules of the National Automated Clearing House Association

Suspension of payment.

The NNPS is not required to make any payment under this contract until after receipt, by Accounting, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract.

If the EFT information changes after submission of correct EFT information, NNPS shall begin using the changed EFT information no later than 30 days after its receipt by Accounting to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by Accounting. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

Liability for uncompleted or erroneous transfers.

If an uncompleted or erroneous transfer occurs because NNPS used the Contractor's EFT information incorrectly, NNPS remains responsible for—

Making a correct payment;

Paying any prompt payment penalty due; and

Recovering any erroneously directed funds.

If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of NNPS' release of the EFT payment transaction, and—

If the funds are no longer under the control of Accounting, NNPS is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

If the funds remain under the control of Accounting, NNPS shall not make payment and the provisions of paragraph (d) shall apply.

EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to Accounting and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to NNPS, is incorrect EFT information within the meaning of paragraph (d) of this clause.

Liability for change of EFT information by financial agent. NNPS is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

Payment information. Accounting shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. NNPS may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods Accounting is capable of executing. However, NNPS does not guarantee that any particular format or method of delivery is available and retains the latitude to use the format and delivery method most convenient to NNPS. If NNPS makes payment by check in accordance with paragraph (a) of this clause, NNPS shall mail the payment information to the remittance address in the contract.

EFT information. The Contractor shall provide the following information to Accounting. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

The contract number (or other procurement identification number).

The Contractor's name and remittance address, as stated in the contract(s).

The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

The Contractor's account number and the type of account (checking, saving, or lockbox).

If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

NNPS Accounting Department Designated Contact:
Accounting Department
NNPS Administration Building 12465 Warwick Blvd.
Newport News, Virginia 23606 Tel: (757)591- 4513
Kimberly Powell, Accounting Supervisor Kimberly.Powell@nn.k12.va.us

DD. Audits:

NNPS shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Successful Offeror, including, but not limited to those kept by Successful Offeror, its employees, agents, assigns, successors and subcontractors. Successful Offeror shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three years following the completion of this Contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to NNPS, through its employees, agents, representatives, contractors or other designees, during normal business hours at Successful Offeror's office or place of business in Newport News, Virginia. In the event that no such location is available, then the books and records,

together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Newport News, Virginia, which is convenient for NNPS. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which NNPS may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

EE. Notice of Award:

Any contract resulting from this RFP will be publicly posted for inspection in the NNPS Purchasing Department, 12465 Warwick Boulevard, Newport News, Virginia.

FF. Award:

NNPS intends to award a contract to a fully qualified Offeror submitting the best proposal based on the criteria set forth herein and as determined by NNPS in its sole discretion. At NNPS' sole discretion, NNPS may reject any or all proposals in whole or in part if such action is determined to be in NNPS' best interest. NNPS reserves the right to enter into any contract deemed to be in its best interest, including the award of this contract to more than one contractor.

GG. Disposition of Proposals:

All materials submitted in response to this RFP will become the property of the NNPS. One (1) copy of each proposal will be retained for official files, will become a matter of public record after award of the contract, and will be open to public inspection subject to the ***Proprietary Information/Disclosure*** section of this RFP.

HH. Exclusivity:

Any contract resulting from this RFP shall be exclusive with the following exceptions:

- NNPS reserves the right to procure goods/services under this contract from a third party in the event of the following:
- Contractor is unable to provide required services within the required delivery time.
- Contract is unable to provide the required services requested.
- NNPS volume demands exceed original intent of the contract.

VI. SPECIAL TERMS AND CONDITIONS

A. Contract Term:

This contract term shall be for **one (1) years**, effective July 1, 2026.

B. Contract Extension:

16. The Offeror shall agree to an initial contract period of July 1, 2026 through June 30, 2027 with the option to renew for seven (7) additional one-year terms, at the sole discretion of NNPS, contingent upon annual renewal rates and the Schools' option to cancel and solicit proposals. The contract can only be terminated by the Offeror for non-payment.

C. Time is of the Essence:

Time is of the essence in this Contract. Successful Offeror expressly acknowledges that in the performance of its obligations, NNPS is relying on timely performance and will schedule operations and incur obligations to third parties in reliance upon timely performance by Successful Offeror and may sustain substantial losses by reason of untimely performance.

D. Insurance:

1. Contractor shall submit to the NNPS Contract Administrator certificates of insurance, prior to beginning work under the Contract and no later than ten (10) days after award of the Contract.
2. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to Owner, and shall carry the provision

that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the Owner or to the extent permitted by Virginia law.

3. The certificates of insurance shall list NNPS, 12465 Warwick Boulevard, Newport News, Virginia, 23606-0130, as the additional insured for the specified project as outlined in this IFB. Copies of actual endorsements to the policy shall be required to confirm any special request, such as, additional insured status. A COI shall not be issued or delivered that gives the impression there are coverage terms the referenced policy does not specifically provide.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY THE OWNER SHOULD ANY POLICY BE CANCELLED. FAILURE TO NOTIFY THE OWNER SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT.

Forms	Limits
Workers' Compensation	Statutory
Automobile Liability	$1,000,000 Combined Single Limit
Commercial General Liability, Products and Completed Operations Coverage	$1,000,000 Combined Single Limit including Contractual Liability and
Umbrella/Excess Liability	$5,000,000

The establishment of minimum limits of insurance by NNPS does not reduce or limit the liability or responsibilities of the Successful Offeror.

E. Unauthorized Disclosure of Information:

Successful Offeror shall assume the entire responsibility and liability for any and all damages caused by or resulting from or arising out of the negligent or willful unauthorized disclosure of confidential information on the part of the Successful Offeror, its subcontractors, agents or employees under or in connection with this contract. The Successful Offeror shall save harmless and indemnify NNPS and its agents, volunteers, servants, employees and officers from and against any and all claims, losses or expenses, including but not limited to attorney's fees, which either or both of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with, any and all such unauthorized disclosures, real or alleged. The Successful Offeror shall, upon written demand by NNPS, assume and defend, at the Successful Offeror's sole expense, any and all such suits or defense of claims alleging unauthorized disclosures of confidential information.

Any negligent or willful unauthorized disclosure of confidential information on the part of the Successful Offeror, its subcontractors, agents or employees under or in connection with this contract shall constitute a breach of the terms of this contract. NNPS may proceed by appropriate court action, including seeking injunctive relief, to prevent continuing unauthorized disclosures, and Successful Offeror shall save harmless and indemnify NNPS for court costs, litigation expenses and attorney's fees that it may pay or incur as the result of seeking to prevent or stop any and all unauthorized disclosures of confidential information.

F. Using Entities/Regional /Cooperative Contracts

This solicitation was issued in accordance with Code of Virginia §2.2-4304 on behalf of the members of the Southeastern Virginia Governmental Purchasing Cooperative (SVGPC), as well as other public bodies,

governmental jurisdictions and school divisions. In the event these entities opt to participate under any contract awarded as a result of this solicitation, each will enter into a separate contract directly with the Successful Offeror or Offerors, incorporating all terms and conditions set forth in this contract, including incorporated best and final offers. Each entity will be responsible for the contract administration of its contract directly with the Contractor. NNPS assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this solicitation. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the solicitation response.

G. Certification Regarding Debarment

This is to certify that this person/firm/corporation is not now debarred by the Federal Government or by the Commonwealth of Virginia or by any other state, or by any town, city, or county, from submitting Bids on contracts for construction covered by this solicitation, nor are they an agent of any person or entity that is now so debarred.

_____
Name of Official

_____
Title

_____
Firm or Corporation

_____
Date

H. Data Security Clauses

1. Network Security. Vendor agrees at all times to maintain network security that at a minimum includes: network firewall provisioning, intrusion detection, and regular (three or more annually) third party vulnerability assessments. Likewise, Vendor agrees to maintain network security that conforms to generally recognized industry standards.

2. Data Security. Vendor agrees to preserve the confidentiality, integrity and accessibility of NNPS data with administrative, technical and physical measures that conform to generally recognized industry standards (see "11. Industry Standards") and best practices that Vendor then applies to its own processing environment. Maintenance of a secure processing environment includes but is not limited to the timely application of patches, fixes and updates to operating systems and applications as provided by vendor or open source support.

3. Data Storage. Vendor agrees that any and all NNPS data will be stored, processed, and maintained solely on designated target servers and that no NNPS data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that device or storage medium is in use as part of the Vendor's designated backup and recovery processes and encrypted in accordance with "5. Data Encryption".

4. Data Transmission. Vendor agrees that any and all electronic transmission or exchange of system and application data with NNPS and/or any other parties expressly designated by NNPS shall take place via secure means (using HTTPS or SFTP or equivalent) and solely in accordance with "7. Data Re-Use."

5. Data Encryption. Vendor agrees to store all NNPS backup data as part of its designated backup and recovery processes in encrypted form, using a commercially supported encryption solution. Vendor further agrees that any and all NNPS data defined as personally identifiable information under current legislation or regulations stored on any portable or laptop computing device or any portable storage medium be likewise encrypted. Encryption solutions will be deployed with no less than a 128-bit key for symmetric encryption and a 1024 (or larger) bit key length for asymmetric encryption.

6. Data Re-Use. Vendor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Current Agreement and this Addendum. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Vendor. Vendor further agrees that no NNPS data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by Newport News Public Schools.

7. End of Agreement Data Handling. Vendor agrees that upon termination of this Agreement it shall erase, destroy, and render unrecoverable all NNPS data and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within 7 days of the request of an agent of NNPS, whichever shall come first. At a minimum, a "Clear" media sanitization is to be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization, SP800-88, Appendix A -see http://csrc.nist.gov/.

8. Security Breach Notification. Vendor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of Vendor's security obligations, or other event requiring notification under applicable law, Vendor agrees to:

    a. Notify NNPS by telephone and e-mail of such an event within 24 hours of discovery, and;
    b. Assume responsibility for informing all such individuals in accordance with applicable law, and;
    c. Indemnify, hold harmless and defend NNPS and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

9. Right to Audit. Newport News Public Schools or an appointed audit firm (Auditors) has the right to audit the Vendor and the Vendor's sub-vendors or affiliates that provide a service for the processing, transport or storage of Newport News Public Schools' data. Newport News Public Schools will announce their intent to audit the Vendor by providing at a minimum two weeks (10 business days) notice to the Vendor. This notice will go to the Vendor that this contract is executed with. A scope document along with a request for deliverables will be provided at the time of notification of an audit. If the documentation requested cannot be removed from the Vendor's premises, the Vendor will allow the Auditors access to their site. Where necessary, the Vendor will provide a personal site guide for the Auditors while on site. The Vendor will provide a private accommodation on site for data analysis and meetings; the

accommodation will allow for a reasonable workspace, with appropriate lighting, electrical, a printer and Internet connection. The Vendor will make necessary employees or contractors available for interviews in person or on the phone during the time frame of the audit. In lieu of NNPS or its appointed audit firm performing their own audit, if the Vendor has an external audit firm that performs a certified SSAE16 SOC Type II review, NNPS has the right to review the controls tested as well as the results, and has the right to request additional controls to be added to the certified SSAE16 SOC Type II review for testing the controls that have an impact on NNPS data. Audits will be at Newport News Public Schools's sole expense, except where the audit reveals material noncompliance with contract specifications, in which case the cost will be borne by the vendor.

10. Industry Standards. Generally recognized industry standards include but are not limited to the current standards and benchmarks set forth and maintained by the:

    Center for Internet Security -see http://www.cisecurity.org

    Payment Card Industry/Data Security Standards (PCI/DSS) -see http://www.pcisecuritystandards.org/
    National Institute for Standards and Technology -see http://csrc.nist.gov
    Federal Information Security Management Act (FISMA) -see http://csrc.nist.gov ISO/IEC 27000-series -see http://www.iso27001security.com/
    Organization for the Advancement of Structured Information Standards (OASIS) -see http://www.oasis-open.org/

11. Vendor agrees to provide SSAE 16 (SOC 1) Standard Type II reports to NNPS Contract Administrator annually which document verification of controls tested. Annual date is determined to be thirty (30) days prior to the established contract renewal date.

I. Copyright/Patent Indemnity:

Successful Offeror shall pay all royalty and license fees relating to the items covered by this contract. In the event any third party shall claim that the manufacture, use and sales of the goods supplied under this contract constitute an infringement of any copyright, trademark, or patent, the Successful Offeror shall indemnify NNPS and hold NNPS harmless from any cost, expense, damage or loss incurred in any manner by NNPS on account of any such alleged or actual infringement.

Attachment A-E

Life Insurance Plan Design and Evidence of Coverage

The following documents are hereby referred to as the "Life Insurance Plan Design and Evidence of Coverage" and is five separate PDF files titled "Attachments A, B, C, D and E", which is attached hereto and incorporated herein.

- Attachment A- Plan Design and Evidence of Coverage: Life Policy
- Attachment B Plan Design and Evidence of Coverage: Life Certificate Active Members
- Attachment C Plan Design and Evidence of Coverage Life Certificate Retired Members
- Attachment D Life Amendment 1
- Attachment E Life Amendment 2

Attachment F-G

STD Plan Design and Evidence of Coverage

The following document is hereby referred to as "STD Plan Design**" and is** two **separate** PDF **file**s **titled "Attachment F: Plan Design and Evidence of Coverage STD Full Time Exempt and Attachment G: Plan Design and Evidence of Coverage STD Full Time Non-Exempt,** which is attached hereto and incorporated herein.

Attachment H

Plan Design and Evidence of Coverage: LTD Certificate

The following document is hereby referred to as "LTD Certificate" and is a separate PDF file titled "Attachment H- LTD Certificate

Attachment I-L

Census

The following documents are hereby referred to as "Census" and is four separate Excel files titled "Attachment I –Attachment L. This information is ***CONFIDENTIAL*** and will need to be sent securely and encrypted by USI Insurance Services. To request this information, please email: brooke.barnes@usi.com and copy shannon.bailey1@nn.k12.va.us

Basic Life and AD&D

• Active NNERF – This group is covered under the City NNERF retirement plan. The census for this group is included as **Attachment I- Active NNERF Census**

• Retiree Life – This group retired under the NNERF retirement plan and is covered for Basic Life insurance. The census for this group is included as **Attachment C1 – Retired Members Life Insurance Census**

Short Term Disability

• Active NNERF – This group is covered under the City NNERF retirement plan. The census for this group is included as **Attachment I – Active NNERF Census. (will be the same as the Life census above)**

• Active VRS Code 4 STD Census – This group receives their Basic Life and AD&D benefits through VRS as a Plan 1 or Plan 2 Retire. They are only covered for Short term disability under the current plan. They receive their Basic Life and AD&D benefits through VRS. The census for this group is included as **Attachment K – Active VRS Code 4 STD Census.**

• Active VRS Code 5 STD Census – This group receives their Basic Life and AD&D benefits through VRS but are eligible for short-term disability, through the successful offeror. The census for this group is included as **Attachment K – Active VRS Code 5 STD Census.**

• Active VRS Hybrid 1 year or less Census – This group is covered under the VRS Hybrid Retirement Plan. They receive their Basic Life and AD&D benefits through VRS. After 12 months, they become eligible for STD as part of the Hybrid Plan. The census for this group is included as **Attachment J – Active Hybrid 1 year or less Census.**

Definitions

NNERF – Newport News Employees' Retirement Fund

VRS – Virginia Retirement System

Attachment M

Claims Experience

The following document is hereby referred to as "Claims Experience" and is a separate Excel file titled "Attachment M – Claims Experience 2023-2025. This information is ***CONFIDENTIAL*** and will need to be sent securely and encrypted by USI Insurance Services. To request this information, please email: brooke.barnes@usi.com and copy shannon.bailey1@nn.k12.va.us

Attachment N

Cost Exhibit

The following documents are hereby referred to as the "Cost Exhibit" and is a separate PDF file titled "Attachment N – Cost Exhibit", which is attached hereto and incorporated herein.

Attachment O and P

2025-2026 Work Calendars

The following documents are hereby referred to as the "Work Calendars" and is two separate PDF files titled "Attachment O and P – 2025-2026 Work Calendars and 22025-2026 Contract Schedule", which are attached hereto and incorporated herein.

NOTICE OF
PROTECTION PROVIDED BY
VIRGINIA LIFE, AND ACCIDENT AND SICKNESS
INSURANCE GUARANTY ASSOCIATION

This notice provides a **brief summary** of the Virginia Life, Accident and Sickness Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Virginia law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that a life, annuity or accident and sickness insurance company (including a health maintenance organization) licensed in the Commonwealth of Virginia becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Virginia law, with funding from assessments paid by other life and health insurance companies licensed in the Commonwealth of Virginia.

The basic protections provided by the Association are:

- Life Insurance
  - $300,000 in death benefits
  - $100,000 in cash surrender or withdrawal values
- Health Insurance
  - $500,000 for health benefit plans
  - $300,000 in disability income insurance benefits
  - $300,000 in long-term care insurance benefits
  - $100,000 in other types of accident and sickness insurance benefits
- Annuities
  - $250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is $350,000, except for health benefit plans, for which the limit is increased to $500,000.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Virginia law.

To learn more about the above protections, please visit the Association's website at www.valifega.org or contact:

VIRGINIA LIFE, ACCIDENT AND SICKNESS
INSURANCE GUARANTY ASSOCIATION
c/o APM Management Services, Inc.
1503 Santa Rosa Road, Suite 101
Henrico, VA 23229-5105
804-282-2240

STATE CORPORATION COMMISSION
Bureau of Insurance
P.O. Box 1157
Richmond, VA 23218-1157
804-371-9741
Toll Free Virginia only: 1-800-552-7945
http://scc.virginia.gov/boi/index.aspx

Insurance companies and agents are not allowed by Virginia law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Virginia law, then Virginia law will control.

COMMONWEALTH OF VIRGINIA
REQUIRED POLICY INFORMATION

In the event you need to contact someone about this policy for any reason, please contact your agent. If you have additional questions, you may contact the insurance company issuing this policy at the address and telephone number listed below.

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia Bureau of Insurance at the address and telephone number listed below.

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Bureau of Insurance, have your policy number available.

Name and address of the Insurance Company	Standard Insurance Company P.O. Box 711 Portland, OR 97207
Telephone Number	(503) 321-7000
Insurance Department Address	Virginia Bureau of Insurance Life and Health Division P.O. Box 1157 Richmond, VA 23218
Telephone Number	In state: 1-800-552-7945 Out-of-state: (804) 371-9741

STANDARD INSURANCE COMPANY

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

GROUP LIFE INSURANCE POLICY

Policyholder:	Newport News Public Schools
Policy Number:	771398-B
Effective Date:	August 1, 2023

The consideration for this Group Policy is the application of the Policyholder and the payment by the Policyholder of premiums as provided herein.

Subject to the **Policyholder Provisions** and the **Incontestability Provisions**, this Group Policy (a) is issued for the Initial Rate Guarantee Period shown in the **Coverage Features**, and (b) may be renewed for successive renewal periods by the payment of the premium set by us on each renewal date. The length of each renewal period will be set by us, but will not be less than 12 months.

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

This policy includes an Accelerated Benefit. Death benefits will be reduced if an Accelerated Benefit is paid. The receipt of this benefit may be taxable and may affect your eligibility for Medicaid or other government benefits or entitlements. However, if you meet the definition of "terminally ill individual" according to the Internal Revenue Code Section 101, your Accelerated Benefit may be non-taxable. You should consult your personal tax and/or legal advisor before you apply for an Accelerated Benefit.

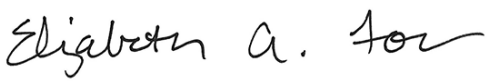
All provisions on this and the following pages are part of this Group Policy. "You" and "your" mean the Member. "We", "us", and "our" mean Standard Insurance Company. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear in boldface type.

STANDARD INSURANCE COMPANY

By



President and CEO



Corporate Secretary

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COVERAGE FEATURES

This section contains many of the features of your group life insurance. Other provisions, including exclusions and limitations, 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:	771398-B
Type of Insurance Provided:	
Life Insurance:	Yes
Dependents Life Insurance:	Not applicable
Accidental Death And Dismemberment (AD&D) Insurance:	Yes
Policyholder:	Newport News Public Schools
Employer(s):	Newport News Public Schools
Group Policy Effective Date:	August 1, 2023
Policy Issued in:	Virginia

BECOMING INSURED

To become insured for Life Insurance you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; and (c) Meet the requirements in **Life Insurance** and **Active Work Provisions**. The Active Work requirement does not apply to Members who are retired and eligible on the Group Policy Effective Date. The requirements for becoming insured for coverages other than Life Insurance are set out in the text.

Definition of Member:

You are a Member if you are one of the following:

1. An active full-time employee of the Employer hired prior to July 1, 2009 participating in the City of Newport News Pension Plan who is regularly working at least 30 hours each week; or
2. An employee of the Employer who retired under the Employer's retirement program on or after July 1, 1998.

You are not a Member if you are:

1. A temporary or seasonal employee.
2. A leased employee.
3. An independent contractor.
4. A full time member of the armed forces of any country.

Class Definition:

Class 1:	Active Members
Class 2:	Retired Members

Classes for retired Members do not include a Member who is covered under Waiver Of Premium.

A Member may not be insured as both an active Member and a retired Member.

Eligibility Waiting Period:	You are eligible on the date you become a Member.
Evidence Of Insurability:	Required: a. For late application for Contributory insurance. b. For reinstatements if required. c. For Members eligible but not insured under the Prior Plan.

PREMIUM CONTRIBUTIONS

Life Insurance:	Noncontributory
AD&D Insurance:	Noncontributory

If you are a retired Member whose Life Insurance under the Waiver Of Premium provision is scheduled to end, you may apply for Life Insurance under the Group Policy as a Retired Member within 31 days following the date your coverage under the Waiver Of Premium provision ends.

SCHEDULE OF INSURANCE

SCHEDULE OF LIFE INSURANCE

For you:

Life Insurance Benefit:	Active Members: Your Annual Earnings, rounded to the nearest multiple of $1,000, if not already a multiple of $1,000, times 2. The maximum amount is $100,000 and the minimum amount is $10,000. Retired Members: The amount of your Annual Earnings on your last full day of Active Work, rounded to the next higher multiple of $1,000, if not already a multiple of $1,000, times 2. The maximum amount if $140,000 and the minimum amount is $10,000.
Repatriation Benefit:	The expenses incurred to transport your body to a mortuary near your primary place of residence, but not to exceed $5,000 or 10% of the Life Insurance Benefit, whichever is less.

SCHEDULE OF AD&D INSURANCE

For you:

AD&D Insurance Benefit:	Active Members: If you are insured for Life Insurance, you are insured for AD&D Insurance. The amount of your AD&D Insurance Benefit is equal to the amount of your Life Insurance Benefit. The amount payable for certain Losses is less than 100% of the AD&D Insurance Benefit. See AD&D Table Of Losses. Retired Members are not eligible for AD&D Insurance.

Seat Belt Benefit:	The amount of the Seat Belt Benefit is the lesser of (1) $10,000 or (2) the amount of AD&D Insurance Benefit payable for loss of life.
Air Bag Benefit:	The amount of the Air Bag Benefit is the lesser of (1) $5,000; or (2) the amount of AD&D Insurance Benefit payable for Loss of your life.
Career Adjustment Benefit:	The tuition expenses for training incurred by your Spouse within 36 months after the date of your death, exclusive of board and room, books, fees, supplies and other expenses, but not to exceed $5,000 per year, or the cumulative total of $10,000 or 25% of the AD&D Insurance Benefit, whichever is less.
Child Care Benefit:	The total child care expense incurred by your Spouse within 36 months after the date of your death for all Children under age 13, but not to exceed $5,000 per year, or the cumulative total of $10,000 or 25% of the AD&D Insurance Benefit, whichever is less.
Higher Education Benefit:	The tuition expenses incurred per Child within 4 years after the date of your death at an accredited institution of higher education, exclusive of board and room, books, fees, supplies and other expenses, but not to exceed $5,000 per year, or the cumulative total of $20,000 or 25% of the AD&D Insurance Benefit, whichever is less.
Occupational Assault Benefit:	The lesser of (1) $25,000; or (2) 50% of the amount of the AD&D Insurance Benefit otherwise payable for the Loss.
Public Transportation Benefit:	The lesser of (1) $200,000; or (2) 100% of the amount of the AD&D Insurance Benefit otherwise payable for the Loss of your life.

AD&D TABLE OF LOSSES

The amount payable is a percentage of the AD&D Insurance Benefit in effect on the date of the accident and is determined by the Loss suffered as shown in the following table:

Loss:		Percentage Payable:
a.	Life	100%
b.	One hand or one foot	50%
c.	Sight in one eye, speech, or hearing in both ears	50%
d.	Two or more of the Losses listed in b. and c. above	100%
e.	Thumb and index finger of the same hand	25% *
f.	Quadriplegia	100%**
g.	Hemiplegia	50% **

h.	Paraplegia	50% **
i.	Uniplegia	25%**
j.	Coma	5% per month of the remainder of the AD&D Insurance Benefit payable for Loss of life after reduction by any AD&D Insurance Benefit paid for any other Loss as a result of the same accident. Payments for coma will not exceed a maximum of 12 months.

No more than 100% of your AD&D Insurance will be paid for all Losses resulting from one accident.

*** No AD&D Insurance Benefit will be paid for Loss of thumb and index finger of the same hand if an AD&D Insurance Benefit is payable for the Loss of that entire hand**.

**** No AD&D Insurance Benefit will be paid for loss of a hand or foot if an AD&D Insurance Benefit is payable for Quadriplegia, Hemiplegia, Uniplegia or Paraplegia involving that same hand or foot.**

REDUCTIONS IN INSURANCE

Active Members: Your insurance will not be reduced because of your age unless your insurance is subject to termination under the Waiver of Premium provision.

Retired Members: Your insurance will reduce by 25% on the January 1 following the first anniversary of the date you retire. Your insurance will further reduce by an additional 25% on the January 1 following the second and third anniversaries of the date you retire, for a total of 3 reductions. However, your life insurance amount will never be reduced to an amount lower than $10,000.

OTHER BENEFITS

Waiver Of Premium:	Class 1: Yes
	Class 2: No
Accelerated Benefit:	Class 1: Yes
	Class 2: No

OTHER PROVISIONS

Limits on Right To Convert if Group Policy terminates or is amended:

Minimum Time Insured:	5 years
Maximum Conversion Amount:	$10,000
Leave Of Absence Period:	365 days

Continuity Of Coverage:	Yes
Insurance Eligible For Portability:	If as a retired Member you are insured or eligible for insurance under the Group Policy, the amount eligible for portability will be reduced by the amount of coverage continued under the Group Policy, subject to the amounts below.
For you:	
Life Insurance	Yes
Minimum amount:	$10,000
Maximum amount:	$500,000
AD&D Insurance	Yes
Minimum amount:	$10,000
Maximum amount:	$500,000
Annual Earnings based on:	Earnings in effect on your last full day of Active Work.

PREMIUM RATES AND RENEWALS

Premium Rates:	
Life Insurance:	$1.650 monthly per $1,000 of Life Insurance
AD&D Insurance:	$0.010 monthly per $1,000 of AD&D Insurance
Premium Due Dates:	August 1, 2023 and the first day of each calendar month thereafter.
Grace Period:	60 days
Initial Rate Guarantee Period:	August 1, 2023 to July 1, 2025

Contingent Rate Guarantee

The Contingent Rate Guarantee will apply for one year if, on February 1, 2025 , both the Incurred Loss Ratio and Current Loss Ratio for Life and AD&D Insurance under the Group Policy are 1.00 or less.

The premium rates during the Contingent Rate Guarantee will equal the premium rates in effect at the end of the Initial Rate Guarantee Period.

Calculating Loss Ratios

The Incurred Loss Ratio is the result of the following calculation:

Incurred Loss Ratio = Incurred Claims divided by Earned Premium

Each element is calculated from the Group Policy Effective Date.

The Current Loss Ratio is the result of the following calculation:

Current Loss Ratio = Incurred Claims divided by Earned Premium

Each element is calculated from the beginning to the end of the 12 month period ending on the day before February 1, 2025.

Definitions

Earned Premium = a + b – c, where:

a = Paid premiums.

b = Change in uncollected premium.

c = Change in advance premium.

Incurred Claims = a + b + c + d + e, where:

a = Claims paid, including benefits paid and costs incurred under any provision of the Group Policy.

b = Legal fees, expenses, settlements and judgments paid in connection with lawsuits relating to claims.

c = Payments of the Employer's share of Social Security and Medicare tax by Standard (if applicable).

d = Conversion charges for converting to an individual life insurance policy under the Right To Convert provision (if applicable).

e = Change in claims reserves, including Incurred But Not Reported (IBNR), pending, active and outstanding claims reserves.

Notice of Rate Change: 180 days

Minimum Participation:

Life Insurance:

Number: 10 insured Members

Percentage: 100% of eligible Members

LIFE INSURANCE

A. Insuring Clause

If you die while insured for Life Insurance, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

B. Amount Of Life Insurance

See the **Coverage Features** for the Life Insurance schedule.

C. Changes In Life Insurance

1. Increases

You must apply in writing for any elective increase in your Life Insurance.

Subject to the **Active Work Provisions**, an increase in your Life Insurance becomes effective as follows:

a. Increases Subject To Evidence Of Insurability

An increase in your Life Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.

b. Increases Not Subject To Evidence Of Insurability

An increase in your Life Insurance not subject to Evidence Of Insurability becomes effective on the first day of the calendar month coinciding with or next following the date you apply for an elective increase or the date of change in your classification or age.

An increase in your Life Insurance not subject to Evidence Of Insurability becomes effective on July 1 following the date of change in your Annual Earnings.

2. Decreases

A decrease in your Life Insurance because of a change in your classification or age becomes effective on the first day of the calendar month coinciding with or next following the date of the change.

A decrease in your Life Insurance because of a change in your Annual Earnings becomes effective on the July 1 following the date of the change.

Any other decrease in your Life Insurance becomes effective on the first day of the calendar month coinciding with or next following the date the Policyholder or your Employer receives your written request for the decrease.

D. Repatriation Benefit

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

We will pay a Repatriation Benefit if all of the following requirements are met.

1. A Life Insurance Benefit is payable because of your death.
2. You die more than 200 miles from your primary place of residence.
3. Expenses are incurred to transport your body to a mortuary near your primary place of residence.

E. When Life Insurance Becomes Effective

The **Coverage Features** states whether your Life Insurance is Contributory or Noncontributory.

Retired Members:

If you apply for Life Insurance within 31 days following your retirement date, your Life Insurance as a retiree will be effective on your retirement date. If you do not apply within 31 days following your retirement date, you may not become insured for Life Insurance as a retiree. If your Life Insurance ends for any reason while you are a retiree, you may not become insured again as a retiree under the Group Policy.

Active Members:

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

1. Life Insurance subject to Evidence Of Insurability

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

2. Life Insurance not subject to Evidence Of Insurability

   a. Noncontributory Life Insurance

      Noncontributory Life Insurance not subject to Evidence Of Insurability becomes effective on the date you become eligible.

   b. Contributory Life Insurance

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

      (i) The date you become eligible if you apply on or before that date.

      (ii) The date you apply if you apply within 31 days after you become eligible.

Late application: Evidence Of Insurability is required if you apply more than 31 days after you become eligible.

3. Takeover Provision

   a. 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.

   b. You must submit satisfactory Evidence Of Insurability to become insured for Life Insurance if you were eligible under the Prior Plan for more than 31 days but were not insured.

F. When Life Insurance Ends

Life Insurance ends automatically on the earliest of:

1. The date the last period ends for which a premium was paid for your Life Insurance;
2. The date the Group Policy terminates;
3. The date your employment terminates, unless you are covered as a retired Member; and
4. The date you cease to be a Member. However, if you cease to be a Member because you are working less than the required minimum number of hours, your Life Insurance will be continued with premium payment during the following periods, unless it ends under 1 through 3 above.

   a. While your Employer is paying you at least the same Annual Earnings paid to you immediately before you ceased to be a Member.

   b. While your ability to work is limited because of Sickness, Injury, or Pregnancy.

c. During the first 60 days of:

(1) A temporary layoff; or

(2) A strike, lockout, or other general work stoppage caused by a labor dispute between your collective bargaining unit and your Employer.

d. 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.

e. During any other scheduled leave of absence approved by your Employer in advance and in writing and lasting not more than the period shown in the **Coverage Features**.

G. Reinstatement Of Life Insurance

If your Life Insurance ends, you may become insured again as a new Member. However, 1 through 4 below will apply.

1. If your Life 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 Life Insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
3. If you exercised your Right To Convert, you must provide Evidence Of Insurability to become insured again.
4. If your Life 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.

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ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

A. Insuring Clause

If you have an accident, including accidental exposure to adverse weather conditions, while insured for AD&D Insurance, and the accident results in a Loss, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

B. Definition Of Loss For AD&D Insurance

Loss means loss of life, hand, foot, sight, speech, hearing in both ears, thumb and index finger of the same hand, coma and Quadriplegia, Hemiplegia, Uniplegia or Paraplegia which meets all of the following requirements:

1. Is caused solely and directly by an accident.
2. Occurs independently of all other causes.
3. Occurs within 365 days after the accident.
4. With respect to Loss of life, is evidenced by a certified copy of the death certificate.
5. With respect to all other Losses, is certified by a Physician in the appropriate specialty as determined by us.

With respect to Loss of life, death will be presumed if you disappear and the disappearance:

1. Is caused solely and directly by an accident that reasonably could have caused Loss of life;
2. Occurs independently of all other causes; and

3. Continues for a period of 365 days after the date of the accident, despite reasonable search efforts.

With respect to a hand or foot, Loss means actual and permanent severance from the body at or above the wrist or ankle joint, whether or not surgically reattached.

With respect to sight, Loss means entire, uncorrectable, and irrecoverable loss of sight.

With respect to speech, Loss means entire, uncorrectable, and irrecoverable loss of audible speech.

With respect to hearing, Loss means entire, uncorrectable, and irrecoverable loss of hearing in both ears.

With respect to thumb and index finger of the same hand, Loss means actual and permanent severance from the body at or above the metacarpophalangeal joints.

With respect to coma, Loss means a profound state of mental unconsciousness with no evidence of appropriate responses to stimulation, lasting for at least 21 consecutive days.

With respect to Quadriplegia, Hemiplegia, Uniplegia and Paraplegia, Loss must be permanent, complete, and irreversible.

Quadriplegia means total paralysis of both upper and lower limbs. Hemiplegia means total paralysis of the upper and lower limbs on the same side of the body. Paraplegia means total paralysis of both lower limbs. Uniplegia means the complete and irreversible paralysis of one limb.

C. Amount Payable

See **Coverage Features** for the AD&D Insurance schedule. The amount payable is a percentage of the AD&D Insurance Benefit in effect on the date of the accident and is determined by the Loss suffered. See AD&D Table Of Losses in the **Coverage Features**.

D. Changes In AD&D Insurance

Changes in your AD&D Insurance will become effective on the date your Life Insurance changes.

E. AD&D Insurance Exclusions

No AD&D Insurance benefit is payable if the accident or Loss is caused or contributed to by any of the following:

1. War or 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.
2. Suicide or other intentionally self-inflicted Injury, while sane or insane.
3. 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.
4. The voluntary use or consumption of any poison, chemical compound, alcohol or drug, unless used or consumed according to the directions of a Physician.
5. Sickness or Pregnancy existing at the time of the accident.
6. Heart attack or stroke.
7. Medical or surgical treatment for any of the above.

F. Additional AD&D Benefits

Seat Belt Benefit

The amount of the Seat Belt Benefit is shown in the **Coverage Features**.

We will pay a Seat Belt Benefit if all of the following requirements are met:

1. You die as a result of an Automobile accident for which an AD&D Insurance Benefit is payable for Loss of your Life; and
2. You are wearing and properly utilizing a Seat Belt System at the time of the accident, as evidenced by a police accident report.

Seat Belt System means a properly installed combination lap and shoulder restraint system that meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration. Seat Belt System will include a lap belt alone, but only if the Automobile did not have a combination lap and shoulder restraint system when manufactured. Seat Belt System does not include a shoulder restraint alone.

Automobile means a motor vehicle licensed for use on public highways.

Air Bag Benefit

The amount of the Air Bag Benefit is shown in the **Coverage Features**.

We will pay an Air Bag Benefit if all of the following requirements are met:

1. You die as a result of an Automobile accident for which a Seat Belt Benefit is payable for Loss of your life.
2. The Automobile is equipped with an Air Bag System that was installed as original equipment by the Automobile manufacturer and has received regular maintenance or scheduled replacement as recommended by the Automobile or Air Bag manufacturer.
3. You are seated in the driver's or a passenger's seating position intended to be protected by the Air Bag System and the Air Bag System deploys, as evidenced by a police accident report.

Air Bag System means an automatically inflatable passive restraint system that is designed to provide automatic crash protection in front or side impact Automobile accidents and meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration.

Automobile means a motor vehicle licensed for use on public highways.

Career Adjustment Benefit

The amount of the Career Adjustment Benefit is shown in the **Coverage Features**.

We will pay a Career Adjustment Benefit to your Spouse if all of the following requirements are met:

1. You are insured for AD&D Insurance under the Group Policy.
2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
3. Your Spouse is, within 36 months after the date of your death, registered and in attendance at an accredited institution of higher education or trades training program for the purpose of obtaining employment or increasing earnings.

No Career Adjustment Benefit will be paid if you have no surviving Spouse.

Child Care Benefit

The amount of the Child Care Benefit is shown in the **Coverage Features**.

We will pay a Child Care Benefit to your Spouse if all of the following requirements are met:

1. You are insured for AD&D Insurance under the Group Policy.

2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.

3. Your Spouse pays a licensed child care provider who is not a member of your family for child care provided to your Child(ren) under age 13 within 36 months of your death.

4. The child care is necessary in order for your Spouse to work or to obtain training for work or to increase earnings.

No Child Care Benefit will be paid if you have no surviving Spouse.

Higher Education Benefit

The amount of the Higher Education Benefit is shown in the **Coverage Features**.

We will pay a Higher Education Benefit to your Child if all of the following requirements are met:

1. You are insured for AD&D Insurance under the Group Policy.

2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.

3. Your Child is, within 12 months after the date of your death, registered and in full-time attendance at an accredited institution of higher education beyond high school.

The Higher Education Benefit will be paid to each Child who meets the requirements of item 3 above, for a maximum of 4 consecutive years beginning on the date of your death. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

Occupational Assault Benefit

The amount of the Occupational Assault Benefit is shown in the **Coverage Features.**

We will pay an Occupational Assault Benefit if all of the following requirements are met:

1. While Actively At Work you suffer a Loss for which an AD&D Insurance Benefit is payable.

2. The Loss is the result of an act of physical violence against you that is punishable by law and is evidenced by a police report.

Public Transportation Benefit

The amount of the Public Transportation Benefit is shown in the **Coverage Features.**

We will pay a Public Transportation Benefit if all of the following requirements are met:

1. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.

2. The accident occurs while you are riding as a fare-paying passenger on Public Transportation.

Public Transportation means a public passenger conveyance operated by a licensed common carrier for the transportation of the general public for a fare and operating on regular passenger routes with a definite schedule of departures and arrivals.

G. Becoming Insured For AD&D Insurance

1. Eligibility

You become eligible for AD&D Insurance on the date your Life Insurance is effective.

2. Effective Date

The **Coverage Features** states whether AD&D Insurance is Contributory or Noncontributory.

Subject to the **Active Work Provisions**, AD&D Insurance becomes effective as follows:

a. Noncontributory AD&D Insurance

Noncontributory AD&D Insurance becomes effective on the date you become eligible.

b. Contributory AD&D Insurance

You must apply in writing for Contributory AD&D Insurance and agree to pay premiums. Contributory AD&D Insurance becomes effective on the later of:

(i) The date you become eligible if you apply on or before that date.

(ii) The first day of the calendar month coinciding with or next following the date you apply, if you apply after you become eligible.

H. When AD&D Insurance Ends

AD&D Insurance ends automatically on the earlier of:

1. The date your Life Insurance ends.
2. The date your Waiver Of Premium begins.
3. The date AD&D Insurance terminates under the Group Policy.
4. The date the last period ends for which a premium was paid for your AD&D Insurance.

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ACTIVE WORK PROVISIONS

If you are incapable of Active Work because of Sickness, Injury or Pregnancy on the day before the scheduled effective date of your insurance or an increase in your insurance, your insurance or increase 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 or increase in your insurance.

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PORTABILITY OF INSURANCE

A. Portability Of Insurance

If your insurance under the Group Policy ends because your employment with your Employer terminates or you retire under the Employer's retirement plan, you may be eligible to buy portable group insurance coverage as shown in the **Coverage Features** for yourself without submitting Evidence Of Insurability. To be eligible you must satisfy the following requirements:

1. On the date your employment terminates or you retire under the Employer's retirement plan, you must be able to perform with reasonable continuity the material duties of at least one gainful occupation for which you are reasonably fitted by education, training and experience.

(If you are unable to meet this requirement, see the **Right To Convert** and **Waiver Of Premium** provisions for other options that may be available to you under the Group Policy.)

2. On the date your employment terminates or you retire under the Employer's retirement plan, you are under age 75.

3. On the date your employment terminates, you must have been continuously insured under the Group Policy for at least 12 consecutive months. In computing the 12 consecutive month period, we will include time insured under the Prior Plan.

4. You must apply in writing and pay the first premium directly to us at our Home Office within 31 days after the date your employment terminates or you retire under the Employer's retirement plan. You must purchase portable group life insurance coverage for yourself in order to purchase any other insurance eligible for portability.

This portable group insurance will be provided under a master Group Life Portability Insurance Policy we have issued to the Standard Insurance Company Group Insurance Trust. If approved, the certificate you will receive will be governed under the terms of the Group Life Portability Insurance Policy and will contain provisions that differ from your Employer's coverage under the Group Policy.

B. Amount Of Portable Insurance

The minimum and maximum amounts that you are eligible to buy under the Group Life Portability Insurance Policy are shown in the **Coverage Features**. You may buy less than the maximum amounts in increments of $1,000.

The combined amounts of insurance purchased under this **Portability Of Insurance** provision and the **Right To Convert** provision cannot exceed the amount in effect under the Group Policy on the day before your employment terminates or you retire under the Employer's retirement plan.

C. When Portable Insurance Becomes Effective

Portable group insurance will become effective the day after your employment with your Employer terminates, if you apply within 31 days after the date your employment terminates or you retire under the Employer's retirement plan.

If death occurs within 31 days after the date insurance ends under the Group Policy or you retire under the Employer's retirement plan, life insurance benefits, if any, will be paid according to the terms of the Group Policy in effect on the date your employment terminates or you retire under the Employer's retirement plan and not the terms of the Group Life Portability Insurance Policy. AD&D benefits, if any, will be paid according to the terms of the Group Policy or the Group Life Portability Insurance Policy, but not both. In no event will the benefits paid exceed the amount in effect under the Group Policy on the day before your employment terminates or you retire under the Employer's retirement plan.

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CONTINUITY OF COVERAGE

A. Waiver Of Active Work Requirement

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

B. Payment Of Benefit

The benefits payable before you meet the Active Work requirement will be:

1. The benefits 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.

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WAIVER OF PREMIUM

A. Waiver Of Premium Benefit

Insurance will be continued without payment of premiums while you are Totally Disabled if:

1. You become Totally Disabled while insured under the Group Policy and under age 60;
2. You complete your Waiting Period; and
3. You give us satisfactory Proof Of Loss.

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

B. Definitions For Waiver Of Premium

1. Insurance means all your insurance under the Group Policy, except AD&D Insurance.
2. Totally Disabled means that, as a result of Sickness, accidental Injury, or Pregnancy, you are unable to perform with reasonable continuity the material duties of any gainful occupation for which you are reasonably fitted by education, training and experience.
3. Waiting Period means the 180 consecutive day period beginning on the date you become Totally Disabled. Waiver Of Premium begins when you complete the Waiting Period.

C. Premium Payment

Premium payment must continue until the later of:

1. The date you complete your Waiting Period; and
2. The date we approve your claim for Waiver Of Premium.

D. Refund Of Premiums

We will refund up to 12 months of the premiums that were paid for Insurance after the date you become Totally Disabled.

E. Amount Of Insurance

The amount of Insurance eligible for Waiver Of Premium is the amount in effect on the day before you become Totally Disabled. However, the following will apply:

1. If you become insured under a group life insurance plan that replaces the Group Policy while you are eligible for Waiver Of Premium, any death benefit payable under the Group Policy will be reduced by the amount payable under the replacement group life insurance plan.
2. If you receive an Accelerated Benefit, Insurance will be reduced according to the **Accelerated Benefit** provision.

F. Effect Of Death During The Waiting Period

If you die during the Waiting Period and are otherwise eligible for Waiver Of Premium, the Waiting Period will be waived.

G. Termination Or Amendment Of The Group Policy

Insurance will not be affected by termination or amendment of the Group Policy after you become Totally Disabled.

H. When Waiver Of Premium Ends

Waiver Of Premium ends on the earliest of:

1. The date you cease to be Totally Disabled;
2. 90 days after the date we mail you a request for additional Proof Of Loss, if it is not given;
3. The date you fail to attend an examination or cooperate with the examiner; and
4. With respect to the amount of Insurance which an insured has converted, the effective date of the individual life insurance policy issued to the insured.

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ACCELERATED BENEFIT

A. Accelerated Benefit

If you qualify for Waiver Of Premium and give us satisfactory proof of having a Qualifying Medical Condition while you are insured under the Group Policy, you may have the right to receive during your lifetime a portion of your Insurance as an Accelerated Benefit. You must have at least $10,000 of Insurance in effect to be eligible.

If your Insurance is scheduled to end within 24 months following the date you apply for the Accelerated Benefit, you will not be eligible for the Accelerated Benefit.

Qualifying Medical Condition means you are terminally ill as a result of an illness or physical condition which is reasonably expected to result in death within 12 months.

We may have you examined at our expense in connection with your claim for an Accelerated Benefit. Any such examination will be conducted by one or more Physicians of our choice.

B. Application For Accelerated Benefit

You must apply for an Accelerated Benefit. To apply you must give us satisfactory Proof Of Loss on our forms. Proof Of Loss must include a statement from a Physician that you have a Qualifying Medical Condition.

C. Amount Of Accelerated Benefit

You may receive an Accelerated Benefit of up to 80% of your Insurance. The maximum Accelerated Benefit is $500,000. The minimum Accelerated Benefit is $5,000 or 10% of your Insurance, whichever is greater.

If the amount of your Insurance is scheduled to reduce within 24 months following the date you apply for the Accelerated Benefit, your Accelerated Benefit will be based on the reduced amount.

The Accelerated Benefit will be paid to you once in your lifetime in a lump sum. If you recover from your Qualifying Medical Condition after receiving an Accelerated Benefit, we will not ask you for a refund.

D. Effect On Insurance And Other Benefits

For any purpose other than premium payment, the amount of your Insurance after payment of the Accelerated Benefit will be the greater of the amounts in (1) and (2) below; however, if you assign your rights under the Group Policy, the amount of your Insurance will be the amount in (2) below.

(1) 10% of the amount of your Insurance as if no Accelerated Benefit had been paid; or

(2) The amount of your Insurance as if no Accelerated Benefit had been paid; minus

The amount of the Accelerated Benefit; minus

An interest charge calculated as follows:

A times B times C divided by 365 = interest charge.

A = The amount of the Accelerated Benefit.

B = The monthly average of our variable policy loan interest rate.

C = The number of days from payment of the Accelerated Benefit to the earlier of (1) the date you die, and (2) the date you have a Right To Convert.

The amount of your AD&D Insurance, if any, is not affected by payment of the Accelerated Benefit. AD&D is not continued under Waiver Of Premium.

Note: If you assign your rights under the Group Policy, the amount of your Insurance after payment of the Accelerated Benefit will be the amount in (2) above.

E. Exclusions

No Accelerated Benefit will be paid if:

1. All or part of your Insurance must be paid to your Child(ren), or your Spouse or former Spouse as part of a court approved divorce decree, separate maintenance agreement, or property settlement agreement.
2. You are married and live in a community property state unless you give us a signed written consent from your Spouse.
3. You have made an assignment of all or part of your Insurance unless you give us a signed written consent from the assignee.
4. You have filed for bankruptcy, unless you give us written approval from the Bankruptcy Court for payment of the Accelerated Benefit.
5. You are required by a government agency to use the Accelerated Benefit to apply for, receive, or continue a government benefit or entitlement.
6. You have previously received an Accelerated Benefit under the Group Policy.

F. Definitions For Accelerated Benefit

Insurance means your Life Insurance Benefit under the Group Policy.

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RIGHT TO CONVERT

A. Right To Convert

You may buy an individual policy of life insurance without Evidence Of Insurability if:

1. Your Insurance ends or is reduced due to a Qualifying Event; and
2. You apply in writing and pay us the first premium during the Conversion Period.

Except as limited under C. Limits On Right To Convert, the maximum amount you have a Right To Convert is the amount of your Insurance which ended.

B. Definitions For Right To Convert

1. Conversion Period means the 31-day period after the date of any Qualifying Event.

2. Insurance means all your insurance under the Group Policy, including insurance continued under Waiver Of Premium, but excluding AD&D Insurance.

3. Qualifying Event means termination or reduction of your Insurance for any reason except:

   a. The Member's failure to make a required premium contribution.

   b. Payment of an Accelerated Benefit.

4. You and your mean any person insured under the Group Policy.

C. Limits On Right To Convert

If your Insurance ends or is reduced because of termination or amendment of the Group Policy, 1 and 2 below will apply.

1. You may not convert Insurance which has been in effect for less than the Minimum Time Insured. See **Coverage Features**.

2. The maximum amount you have a Right To Convert is the lesser of:

   a. The amount of your Insurance which ended, minus any other group life insurance for which you become eligible during the Conversion Period; and

   b. The Maximum Conversion Amount. See **Coverage Features.**

Minor dependent children are not subject to the Minimum Time Insured and the Maximum Conversion Amount shown in **Coverage Features**.

D. The Individual Policy

You may select any form of individual life insurance policy we issue to persons of your age, except:

1. A term insurance policy;

2. A policy with disability, accidental death, or other additional benefits; or

3. A policy in an amount less than the minimum amount we issue for the form of life insurance you select.

The individual policy of life insurance will become effective on the day after the end of the Conversion Period. We will use our published rates for standard risks to determine the premium.

E. Death During The Conversion Period

If you die during the Conversion Period, we will pay a death benefit equal to the maximum amount you had a Right To Convert, whether or not you applied for an individual policy. The benefit will be paid according to the **Benefit Payment And Beneficiary Provisions**.

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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, the claim may be submitted in a letter to us.

B. Time Limits On Filing Proof Of Loss

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

Proof Of Loss for Waiver Of Premium must be provided within 12 months after the end of the Waiting Period. We will require further Proof Of Loss at reasonable intervals, but not more often than once a year after you have been continuously Totally Disabled for two years.

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

With respect to coma, we will require Proof Of Loss of the comatose condition at reasonable intervals. If proof is not given within 90 days, benefits payable for coma will end.

C. Proof Of Loss

Proof Of Loss means written proof that a loss occurred:

1. For which the Group Policy provides benefits;
2. Which is not subject to any exclusions; and
3. Which meets all other conditions for benefits.

Proof Of Loss includes any other information we may reasonably require in support of a claim. Proof Of Loss must be in writing and must be provided at the expense of the claimant. No benefits will be provided until we receive Proof Of Loss satisfactory to us.

D. Investigation Of Claim

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

We may have an autopsy performed at our expense, except where prohibited by law.

E. Time Of Payment

We will pay benefits within 60 days after Proof Of Loss is satisfied.

F. Notice Of Decision On Claim

We will evaluate a claim for benefits promptly after we receive it. With respect to all claims except Waiver Of Premium claims (or other benefits based on disability), within 90 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for an additional 90 days.

With respect to Waiver Of Premium claims (or other benefits based on disability), within 45 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for 30 days. Before the end of this extension period we will send the claimant: (a) a written decision on the Waiver Of Premium claim (or other benefits based on disability); or (b) a notice that we are extending the period to decide the claim for an additional 30 days. If an extension is due to the claimant's failure to provide information necessary to decide the Waiver Of Premium claim (or other benefits based on disability), the extended time period for deciding the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the period to decide the claim, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the 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, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may decide the claim based on the information we have received.

If we deny any part of the claim, we will send the claimant a written notice of denial containing:

1. The reasons for our decision.

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

3. A description of any additional information needed to support the claim.

4. Information concerning the claimant's right to a review of our decision.

G. Review Procedure

If all or part of a claim is denied, the claimant may request a review. The claimant must request a review in writing:

1. Within 180 days after receiving notice of the denial of a claim for Waiver Of Premium (or other benefits based on disability);

2. Within 60 days after receiving notice of the denial of any other claim.

The claimant may send us written comments or other items to support the claim. The claimant may review and receive copies of any non-privileged information that is relevant to the request for review. There will be no charge for such copies. Our review will include any written comments or other items the claimant submits to support the claim.

We will review the claim promptly after we receive the request. With respect to all claims except Waiver Of Premium claims (or other benefits based on disability), within 60 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 60 days.

With respect to Waiver Of Premium claims (or other benefits based on disability), within 45 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days.

If an extension is due to the claimant's failure to provide information necessary to decide the claim on review, the extended time period for review of the claim will not begin until the claimant provides the information or otherwise responds.

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

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

With respect to Waiver Of Premium claims (or other benefits based on disability), the person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgement, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgement and will not be subordinate to that person. The claimant may request the names of medical or vocational experts who provided advice to us about a claim for Waiver Of Premium (or other benefits based on disability).

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

1. The reasons for our decision.

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

3. Information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.

(2ND REV PUB WRDG_NEW WOP WRDG) LI.CL.OT.5

ASSIGNMENT

If the amount of your Life Insurance is less than $25,000, you may not make an assignment.

If the amount of your Life Insurance is $25,000 or more, you may make an absolute assignment of all your Life and AD&D Insurance, subject to 1 through 8 below.

1. All insurance under the Group Policy, including AD&D Insurance, is assignable. Dependents Life Insurance is not assignable.
2. You may not make a collateral assignment.
3. The assignment must be absolute and irrevocable. It must transfer all rights, including:
   a. The right to change the Beneficiary;
   b. The right to buy an individual life insurance policy on your life under **Right To Convert**; and
   c. The right to receive accidental dismemberment benefits.
   d. The right to apply for and receive an Accelerated Benefit.
4. The assignment will apply to all of your Life and AD&D Insurance in effect on the date of the assignment or becoming effective after that date.
5. The assignment may be to any person permitted by law.
6. The assignment will have no effect unless it is: made in writing, signed by you, and delivered to the Policyholder or Employer in your lifetime. Neither we, the Policyholder, nor the Employer are responsible for the validity, sufficiency or effect of the assignment.
7. All accidental dismemberment benefits will be paid to the assignee. All death benefits will be paid according to the beneficiary designation on file with the Policyholder or Employer, and the **Benefit Payment And Beneficiary Provisions**.
8. The assignment will not change the Beneficiary, unless the assignee later changes the Beneficiary. Any payment we make according to the beneficiary designation on file with the Policyholder or Employer, and the **Benefit Payment And Beneficiary Provisions** will fully discharge us to the extent of the payment.

You may not make an assignment which is contrary to the rules in 1 through 8 above.

(ALLOWED) LI.AS.OT.2

BENEFIT PAYMENT AND BENEFICIARY PROVISIONS

A. Payment Of Benefits

1. Except as provided in item 5 below, benefits payable because of your death or coma will be paid to the Beneficiary you name. Benefits for coma will cease after the comatose condition has ceased, whether by death, recovery, or any other change in condition. See B through E of this section.
2. AD&D Insurance benefits payable for Losses other than Loss of Life or coma will be paid to the person who suffers the Loss for which benefits are payable. Any such benefits remaining unpaid at that person's death will be paid according to the provisions for payment of a death benefit.
3. The benefits below will be paid to you if you are living.
   a. AD&D Insurance benefits payable because of the death or coma of your Dependent.
   b. Dependents Life Insurance benefits.

c. Accelerated Benefits.

4. Dependents Life Insurance benefits and AD&D Insurance benefits payable because of the death of your Dependent which are unpaid at your death will be paid in equal shares to the first surviving class of the classes below.

   a. The children of the Dependent.

   b. The parents of the Dependent.

   c. The brothers and sisters of the Dependent.

   d. Your estate.

5. Additional Benefits will be paid as follows:

   The Child Care Benefit will be paid to your surviving Spouse. No Child Care Benefit will be paid if you have no Spouse.

   The Career Adjustment Benefit will be paid to your Spouse. No Career Adjustment Benefit will be paid if you have no Spouse.

   The Higher Education Benefit will be paid to each eligible Child. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

   The Repatriation Benefit will be paid to the person who incurs the transportation expenses.

B. Naming A Beneficiary

Beneficiary means a person you name to receive death benefits. You may name one or more Beneficiaries.

If you name two or more Beneficiaries in a class:

1. Two or more surviving Beneficiaries will share equally, unless you provide for unequal shares.

2. If you provide for unequal shares in a class, and two or more Beneficiaries in that class survive, we will pay each surviving Beneficiary his or her designated share. Unless you provide otherwise, we will then pay the share(s) otherwise due to any deceased Beneficiary(ies) to the surviving Beneficiaries pro rata based on the relationship that the designated percentage or fractional share of each surviving Beneficiary bears to the total shares of all surviving Beneficiaries.

3. If only one Beneficiary in a class survives, we will pay the total death benefits to that Beneficiary.

You may name or change Beneficiaries at any time without the consent of a Beneficiary.

Your Beneficiary designation must be the same for Life Insurance and AD&D Insurance death benefits.

You may name or change Beneficiaries in writing. Writing includes a form signed by you; or a verification from us, or our designated agent, the Policyholder, the Policyholder's designated agent, the Employer, or the Employer's designated agent of an electronic or telephonic designation made by you.

Your designation:

1. Must be dated;

2. Must be delivered to us, our designated agent, the Policyholder, the Policyholder's designated agent, the Employer, or the Employer's designated agent; during your lifetime.

3. Must relate to the insurance provided under the Group Policy; and

4. Will take effect on the date it is delivered or, if a telephonic or electronic designation, verified by us, our designated agent, the Policyholder, the Policyholder's designated agent, the Employer, or the Employer's designated agent.

If we approve it, a designation, which meets the requirements of a Prior Plan, will be accepted as your Beneficiary designation under the Group Policy.

C. Simultaneous Death Provision

If a Beneficiary or a person in one of the classes listed in item D. No Surviving Beneficiary dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary or person had died before you, unless Proof Of Loss with respect to your death is delivered to us before the date of the Beneficiary's death.

D. No Surviving Beneficiary

If you do not name a Beneficiary, or if you are not survived by one, benefits will be paid in equal shares to the first surviving class of the classes below.

1. Your Spouse. (See **Definitions**)

2. Your children.

3. Your parents.

4. Your brothers and sisters.

5. Your estate.

E. Methods Of Payment

Recipient means a person who is entitled to benefits under this **Benefit Payment and Beneficiary Provisions** section.

1. Lump Sum

   If the amount payable to a Recipient is less than $25,000, we will pay it in a lump sum.

2. Standard Secure Access Checking Account

   If the amount payable to a Recipient is $25,000, or more, we will deposit it into a Standard Secure Access checking account which:

   a. Bears interest at a rate equal to the 13-week Treasury Bill (T-Bill) auction rate, but not to exceed 5%;

   b. Is owned by the Recipient;

   c. Is subject to the terms and conditions of a confirmation certificate which will be given to the Recipient; and

   d. Is fully guaranteed by us.

3. Installments

   Payment to a Recipient may be made in installments if:

   a. The amount payable is $25,000 or more;

   b. The Recipient chooses; and

   c. We agree.

To the extent permitted by law, the amount payable to the Recipient will not be subject to any legal process or to the claims of any creditor or creditor's representative.

(FB_REPAT_ELECT/TEL DESIG_WITH DEF SP_WITH REV SSA_SPOUSE DEF TERM_THIRD PARTY DESIG) LI.BB.OT.6

ALLOCATION OF AUTHORITY

Except for those functions which the Group Policy specifically reserves to the Policyholder, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

1. The right to resolve all matters when a review has been requested;
2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
3. The right to determine:
   a. Eligibility for insurance;
   b. Entitlement to benefits;
   c. Amount of benefits payable;
   d. Sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy any decision we make in the exercise of our authority is conclusive and binding.

LI.AL.OT.1

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.

LI.TL.OT.1

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 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 written instrument signed by you which contains the misrepresentation.

We will not use a misrepresentation to reduce or deny a claim after the insured's insurance has been in effect for two years during the lifetime of the insured.

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.

LI.IN.VA.2

CLERICAL ERROR AND MISSTATEMENT

A. Clerical Error

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

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

B. The Policyholder and your Employer act on their own behalf as your agent, and not as our agent.

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.

LI.CE.OT.2

TERMINATION OR AMENDMENT OF THE GROUP POLICY

The Group Policy may be terminated by us or the Policyholder according to its terms. It will terminate automatically for nonpayment of premium. The Policyholder may terminate the Group Policy in whole, and may terminate insurance for any class or group of Members, at any time by giving us written notice.

Benefits under the Group Policy are limited to its terms, including any valid amendment. No change or amendment will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. If the terms of the Certificate differ from the Group Policy, the terms stated in the Group Policy will govern. The Policyholder, your Employer, and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any of its terms or provisions without our signed written approval.

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

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

LI.TA.OT.1

DEFINITIONS

AD&D Insurance means accidental death and dismemberment insurance, if any, under the Group Policy.

Annual Earnings means your annual rate of earnings from your Employer. Your Annual 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**). Annual Earnings includes:

1. Contributions you make through a salary reduction agreement with your Employer to:
   a. An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), 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.

Annual Earnings does not include:

1. Bonuses.
2. Commissions.
3. Overtime pay.
4. Shift differential pay.
5. Stock options or stock bonuses.
6. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
7. Any other extra compensation.

Child means:

1. Your child from live birth through age 25; or
2. Your Disabled child who is continuously incapable of self-sustaining employment because of mental or physical handicap; and chiefly dependent upon you for support and maintenance or institutionalized because of mental retardation or physical handicap.

Child includes any of the following, if they otherwise meet the definition of Child:

i. Your adopted child; or

ii. Your stepchild, if living in your home.

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

Dependents Life Insurance means dependents life insurance, if any, under the Group Policy.

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

Evidence Of Insurability means an applicant must:

1. Complete and sign our medical history statement;

2. Sign our form authorizing us to obtain information about the applicant's health;
3. Undergo a physical examination, if required by us, which may include blood testing; and
4. Provide any additional information about the applicant's insurability that we may reasonably require.

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

Injury means an injury to your body.

Life Insurance means life insurance under the Group Policy.

L.L.C. Owner-Employee means an individual who owns an equity interest in an Employer and is actively employed in the conduct of the Employer's business.

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

P.C. Partner means the sole active employee and majority shareholder of a professional corporation in partnership with the Policyholder.

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 Employer's group life 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.

Spouse means a person to whom you are legally married. However, for purposes of insurance under the Group Policy, Spouse does not include a person who is a full-time member of the armed forces of any country or a person from whom you are divorced.

(BASE_NO STOCK) LI.DF.VA.5

POLICYHOLDER PROVISIONS

A. Premiums

The premium due on each Premium Due Date is the sum of the premiums for all persons then insured. Premium Rates are shown in the **Coverage Features**.

B. Contributions From Members

The Policyholder determines the amount, if any, of each Member's contribution toward the cost of insurance under the Group Policy.

C. Changes In Premium Rates

We may change any Premium Rates when:

1. A change or clarification in law or governmental regulation affects the amount payable under the Group Policy. Any such change in Premium Rates will reflect only the change in our obligations; or
2. Factors material to underwriting the risk we assumed under the Group Policy, including, but not limited to, number of persons insured, age, Annual Earnings, gender and occupational classification, change by 25% or more; or
3. We and the Policyholder mutually agree to change Premium Rates.

Except as provided above, Premium Rates will not be changed during the Initial Rate Guarantee Period shown in the **Coverage Features**. Thereafter, except as provided above, we may change Premium Rates upon advance written notice to the Policyholder. The minimum advance notice is shown in the **Coverage Features** as Notice of Rate Change. Any such change in Premium Rates may be made effective on any Premium Due Date, but no such change will be made more than once in any contract year. Contract years are successive 12 month periods computed from the end of the Initial Rate Guarantee Period.

D. Payment Of Premiums

All premiums are due on the Premium Due Dates shown in the **Coverage Features**.

Each premium is payable on or before its Premium Due Date directly to us at our home office. The payment of each premium as it becomes due will maintain the Group Policy in force until the next Premium Due Date.

E. Grace Period And Termination For Nonpayment

If a premium is not paid on or before its Premium Due Date, it may be paid during the following Grace Period. The length of the Grace Period is shown in the **Coverage Features**. The Group Policy will remain in force during the Grace Period.

If the premium is not paid during the Grace Period, the Group Policy will terminate automatically at the end of the Grace Period.

The Policyholder is liable for premium for insurance under the Group Policy during the Grace Period. We may charge interest at the legal rate for any premium which is not paid during the Grace Period, beginning with the first day after the Grace Period.

F. Termination For Other Reasons

The Policyholder may terminate the Group Policy by giving us written notice. The effective date of termination will be the later of:

1. The date stated in the notice; and
2. The date we receive the notice.

We may terminate the Group Policy as follows:

1. On any Premium Due Date if the number of persons insured is less than the Minimum Participation shown in the **Coverage Features**.
2. On any Premium Due Date if we determine that the Policyholder has failed to promptly furnish any necessary information requested by us, or has failed to perform any other obligations relating to the Group Policy.

The minimum advance notice of such termination by us is the same as the Notice of Rate Change stated in the **Coverage Features**.

G. Premium Adjustments

Premium adjustments involving a return of unearned premiums to the Policyholder will be limited to the 12 months just before the date we receive a request for premium adjustment.

H. Certificates

We will issue certificates to the Policyholder showing the coverage under the Group Policy. The Policyholder will distribute a certificate to each insured Member. If the terms of the Certificate differ from the Group Policy, the terms stated in the Group Policy will govern.

I. Records And Reports

The Policyholder or Employer will furnish on our forms all information reasonably necessary to administer the Group Policy. We have the right at all reasonable times to inspect the payroll and other records of the Policyholder or Employer which relate to insurance under the Group Policy.

J. Agency And Release

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

K. Notice Of Suit

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

L. Entire Contract, Changes

The Group Policy and the application of the Policyholder**, and any individual applications of the persons insured shall** constitute the entire contract between the parties. A copy of the Policyholder's application is attached to the Group Policy when issued.

The Group Policy may be changed in whole or in part. No change in the Group Policy will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. No agent has authority to change the Group Policy or to waive any of its provisions.

No written statement will be used to contest a person’s insurance unless a copy of the statement has been furnished to the person, the beneficiary or to the personal representative.

M. Effect On Workers' Compensation, State Disability Insurance

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

(NO DIV) LI.PH.VA.4

ALI99

NOTICE OF
PROTECTION PROVIDED BY
VIRGINIA LIFE, AND ACCIDENT AND SICKNESS
INSURANCE GUARANTY ASSOCIATION

This notice provides a **brief summary** of the Virginia Life, Accident and Sickness Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Virginia law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that a life, annuity or accident and sickness insurance company (including a health maintenance organization) licensed in the Commonwealth of Virginia becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Virginia law, with funding from assessments paid by other life and health insurance companies licensed in the Commonwealth of Virginia.

The basic protections provided by the Association are:

- Life Insurance
  - $300,000 in death benefits
  - $100,000 in cash surrender or withdrawal values

- Health Insurance
  - $500,000 for health benefit plans
  - $300,000 in disability income insurance benefits
  - $300,000 in long-term care insurance benefits
  - $100,000 in other types of accident and sickness insurance benefits

- Annuities
  - $250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is $350,000, except for hospital, medical and surgical insurance benefits, for which the limit is increased to $500,000.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Virginia law.

To learn more about the above protections, please visit the Association's website at www.valifega.org or contact:

VIRGINIA LIFE, ACCIDENT AND SICKNESS
INSURANCE GUARANTY ASSOCIATION
c/o APM Management Services, Inc.
1503 Santa Rosa Road, Suite 101
Henrico, VA 23229-5105
804-282-2240

STATE CORPORATION COMMISSION
Bureau of Insurance
P.O. Box 1157
Richmond, VA 23218-1157
804-371-9741
Toll Free Virginia only: 1-800-552-7945
http://www.scc.virginia.gov/boi/index.aspx

Insurance companies and agents are not allowed by Virginia law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Virginia law, then Virginia law will control.

COMMONWEALTH OF VIRGINIA
REQUIRED POLICY INFORMATION

In the event you need to contact someone about this policy for any reason, please contact your agent. If you have additional questions, you may contact the insurance company issuing this policy at the address and telephone number listed below.

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia Bureau of Insurance at the address and telephone number listed below.

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Bureau of Insurance, have your policy number available.

Name and address of the Insurance Company	Standard Insurance Company P.O. Box 711 Portland, OR 97207
Telephone Number	(503) 321-7000
Insurance Department Address	Virginia Bureau of Insurance Life and Health Division P.O. Box 1157 Richmond, VA 23218
Telephone Number	In state: 1-800-552-7945 Out-of-state: (804) 371-9741

STANDARD INSURANCE COMPANY

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

GROUP LONG TERM DISABILITY INSURANCE POLICY

Policyholder:	Newport News Public Schools
Policy Number:	771398-A
Effective Date:	July 1, 2019

The consideration for this Group Policy is the application of the Policyholder and the payment by the Policyholder of premiums as provided herein.

Subject to the **Policyholder Provisions** and the **Incontestability Provisions**, this Group Policy (a) is issued for the Initial Rate Guarantee Period shown in the **Coverage Features**, and (b) may be renewed for successive renewal periods by the payment of the premium set by us on each renewal date. The length of each renewal period will be set by us, but will not be less than 12 months.

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

All provisions on this and the following pages are part of this Group Policy. "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

By

Chairman, President and CEO

Corporate Secretary

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COVERAGE FEATURES

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

GENERAL POLICY INFORMATION

Group Policy Number:	771398-A
Policyholder:	Newport News Public Schools
Employer(s):	Newport News Public Schools
Group Policy Effective Date:	July 1, 2019
Policy Issued in:	Virginia

Member means:

1. A regular employee of the Employer and who is participating in the Virginia hybrid retirement program described in § 51.1-169 of the Code of Virginia; and
2. Actively At Work at least 30 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as the person is capable of Active Work on those days); and
3. A citizen or resident of the United States or Canada.

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

Class 1:	Members with fewer than 12 months continuous participation in the Virginia hybrid retirement program described in § 51.1-169 of the Code of Virginia
Class 2:	Members with at least 12 months continuous participation in the Virginia hybrid retirement program described in § 51.1-169 of the Code of Virginia

SCHEDULE OF INSURANCE

Eligibility Waiting Period: You are eligible on the latest of:

a. The Group Policy Effective Date;

b. The effective date of your Employer's participation under the Group Policy; and

c. The first day as a Member.

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

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

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

LTD Benefit:

Class 1:

For Disability arising out of or in the course of employment with the Employer:	60% of the first $41,667 of your Predisability Earnings, reduced by Deductible Income.
Maximum:	$25,000 before reduction by Deductible Income.
Minimum:	$100
For any other Disability:	None

Class 2:	60% of the first $41,667 of your Predisability Earnings, reduced by Deductible Income.
Maximum:	$25,000 before reduction by Deductible Income.
Minimum:	$100
Assisted Living Benefit:	An additional 20% of your Predisability Earnings, but not to exceed $5,000. The Assisted Living Benefit is not reduced by Deductible Income.
Benefit Waiting Period:	The period for which benefits are payable under the Employer's short term disability benefits program, including any benefit waiting period under that plan.
Maximum Benefit Period:	Determined by your age when Disability begins, as follows:

Age	Maximum Benefit Period
59 or younger	To SSNRA
60 through 64	5 years
65 through 68	To age 70
69 or older	1 year

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

PREMIUM CONTRIBUTIONS

Insurance is:	Noncontributory

PREMIUM AND RENEWALS

Premium Rates:

LTD Insurance:

Professional Staff:	0.240% of the first $41,667 of each insured Member's insured Predisability Earnings.

Non-professional Staff:	0.530% of the first $41,667 of each insured Member's insured Predisability Earnings.

Note: Professional Staff and Non-Professional Staff are job classifications as defined by the Policyholder.

Premium Due Dates:	July 1, 2019 and the first day of each calendar month thereafter.
Initial Rate Guarantee Period:	July 1, 2019 to July 1, 2023
Minimum Participation Number:	10 insured Members
Minimum Participation Percentage:	100% of eligible Members

INSURING CLAUSE

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

LT.IC.OT.1

BECOMING INSURED

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

You are a Member if you are:

1. A regular employee of the Employer and who is participating in the Virginia hybrid retirement program described in § 51.1-169 of the Code of Virginia; and
2. Actively At Work at least 35 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as you are capable of Active Work on those days); and
3. A citizen or resident of the United States or Canada.

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

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

(VAR MBR DEF) LT.BI.OT.1

WHEN YOUR INSURANCE BECOMES EFFECTIVE

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

(VAR EOI) LT.EF.OT.1X

ACTIVE WORK PROVISIONS

A. Active Work Requirement

   You must be capable of Active Work 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 Work 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 Work as an eligible Member.

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

B. Changes In Insurance

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

LT.AW.OT.1

CONTINUITY OF COVERAGE

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

The LTD Benefit payable for a period of continuous Disability beginning before you meet the Active Work 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.

LT2.CC.10X

WHEN YOUR INSURANCE ENDS

Your insurance ends automatically on the earliest of:

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

LT.EN.OT.1X

WAIVER OF PREMIUM

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

LT.WP.OT.1

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 following the Benefit Waiting Period, your insurance will end; however, if you become a Member again immediately after LTD Benefits end, the Eligibility Waiting Period will be waived.
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 30 days, the Eligibility Waiting Period will be waived.

3. 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.

4. In no event will insurance be retroactive.

LT.RE.OT.2X

DEFINITION OF DISABILITY

You are Disabled if you meet one of the following definitions during the period it applies:

A. Own Occupation Definition Of Disability;

B. Any Occupation Definition Of Disability; or

C. Partial Disability Definition.

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 are unable to perform with reasonable continuity the Material Duties of your Own Occupation.

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

During the Own Occupation Period you may work in another occupation while you meet the Own Occupation Definition Of Disability. However, you will no longer be Disabled when your Work Earnings from another occupation meet or exceed 80% of your Indexed Predisability Earnings. Your Work Earnings may be Deductible Income. See **Return To Work Provisions** and **Deductible Income**.

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

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

B. Any Occupation Definition Of Disability

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

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

Any Occupation means any occupation or employment which you are able to perform, whether due to education, training, or experience, which is available at one or more locations in the national

economy and in which you can be expected to earn at least 80% of your Indexed Predisability Earnings within twelve months following your return to work, regardless of whether you are working in that or any other occupation.

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

C. Partial Disability Definition

During the Benefit Waiting Period and the Own Occupation Period, you are Partially Disabled when you work in your Own Occupation but, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to earn 80% or more of your Indexed Predisability Earnings, in that occupation.

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

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

(OR DEF_OWN_ANY_WITH 40) LT.DD.OT.1

RETURN TO WORK PROVISIONS

A. Return To Work Incentive
You may serve your Benefit Waiting Period while working if you meet the Own Occupation Definition Of Disability.

You are eligible for the Return To Work Incentive on the first day you work after the Benefit Waiting Period if LTD Benefits are payable on that date. The Return To Work Incentive changes 12 months after that date, as follows:

1. During the first 12 months, your Work Earnings will be Deductible Income as determined in a., b. and c:
   a. Determine the amount of your LTD Benefit as if there were no Deductible Income, and add your Work Earnings to that amount.
   b. Determine 100% of your Indexed Predisability Earnings.
   c. If a. is greater than b., the difference will be Deductible Income.
2. After those first 12 months, 50% of your Work Earnings will be Deductible Income.

B. Work Earnings Definition
Work Earnings means your gross monthly 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:

a. In your Own Occupation during the Own Occupation Period; and

b. In Any Occupation during the Any Occupation Period.

Work Earnings includes earnings from your Employer, any other employer, or self-employment, and any sick pay, vacation pay, annual or personal leave pay or other salary continuation earned or accrued while working.

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. During the Own Occupation Period you will no longer be Disabled when your average Work Earnings over the last three months exceed 80% of your Indexed Predisability Earnings. During the Any Occupation Period you will no longer be Disabled when your average Work Earnings over the last three months exceed 80% of your Indexed Predisability Earnings.

LT.RW.OT.1

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.

LT.RA.OT.1

REHABILITATION PLAN PROVISION

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

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

While you are participating in an approved Rehabilitation Plan, your LTD Benefit will be increased by 10% of your Predisability Earnings. Your LTD Benefit may not exceed the Maximum LTD Benefit shown in the **Coverage Features** as a result of this increase.

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

a. Training and education expenses.

b. Family care expenses.

c. Job-related expenses.

d. Job search expenses.

(WITH REHAB INC BFT) LT.RH.OT.1

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 45 days of recovery.
2. During the Maximum Benefit Period: 125 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 Predisability Earnings used to determine your LTD Benefit will not change.
2. The period of Temporary Recovery will not count toward your Benefit Waiting Period, your Maximum Benefit Period or your Own Occupation Period.
3. No LTD Benefits will be payable for the period of Temporary Recovery.
4. No LTD Benefits will be payable after benefits become payable to you under any other disability insurance plan under which you become insured during your period of Temporary Recovery.
5. Except as stated above, the provisions of the Group Policy will be applied as if there had been no interruption of your Disability.

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WHEN LTD BENEFITS END

Your LTD Benefits end automatically on the earliest of:

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

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PREDISABILITY EARNINGS

Your Predisability Earnings will be based on your earnings in effect on your last full day of Active Work. Exception: The Member's LTD Benefit will be adjusted to reflect any salary increase awarded during the period covered by short term disability benefits. Any subsequent change in your earnings after that last full day of Active Work will not affect your Predisability Earnings. The Member's LTD Benefit will not be adjusted to reflect any salary increase awarded during the period covered by LTD Benefits.
Predisability Earnings means your monthly rate of creditable compensation from your Employer, including:

1. Contributions you make through a salary reduction agreement with your Employer to:

a. An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), 408(p), or 457 deferred compensation arrangement; or

b. An executive nonqualified deferred compensation arrangement.

2. Shift differential pay.
3. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Predisability Earnings does not include:

1. Bonuses.
2. Commissions.
3. Overtime pay.
4. Stock options or stock bonuses.
5. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
6. Any other extra compensation.

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

If you are paid hourly, your monthly rate of creditable compensation is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month, but not more than 173 hours. 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), but not more than 173 hours.

(REG NO COM_NO STOCK) LT.PD.OT.1X

DEDUCTIBLE INCOME

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

1. Sick pay, annual or personal leave pay, severance pay, or other salary continuation, including donated amounts, (but not vacation pay) paid to you by your Employer, if it exceeds the amount found in a., b., and c.

   a. Determine the amount of your LTD Benefit as if there were no Deductible Income, and add your sick pay or other salary continuation to that amount.

   b. Determine 100% of your Indexed Predisability Earnings.

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

2. Your Work Earnings, as described in the **Return To Work Provisions**.
3. Any amount you receive or are eligible to receive because of your disability, including amounts for partial or total disability, whether permanent, temporary, or vocational, under any of the following:

   a. A workers' compensation law;

   b. The Jones Act;

   c. Maritime Doctrine of Maintenance, Wages, or Cure;

   d. Longshoremen's and Harbor Worker's Act; or

   e. Any similar act or law.

4. Any amount you, your Spouse, or your child under age 18 receive or are eligible to receive because of your disability or retirement under:

   a. The Federal Social Security Act;

   b. The Canada Pension Plan;

   c. The Quebec Pension Plan;

   d. The Railroad Retirement Act; or

   e. Any similar plan or act.

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

   Benefits your Spouse or a child receives or are eligible to receive because of your disability are Deductible Income regardless of marital status, custody, or place of residence. The term "child" has the meaning given in the applicable plan or act.

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

6. Any amount you receive or are eligible to receive because of your disability under another group insurance coverage.

7. Any disability or retirement benefits you receive under your Employer's retirement plan.

8. Any earnings or compensation included in Predisability Earnings which you receive or are eligible to receive while LTD Benefits are payable.

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

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 death benefits paid under a life insurance policy.

8. Benefits from the following:

   a. Profit sharing plan.

   b. Thrift or savings plan.

   c. Deferred compensation plan.

   d. Plan under IRC Section 401(k), 408(k), 408(p), or 457.

e. Individual Retirement Account (IRA).

f. Tax Sheltered Annuity (TSA) under IRC Section 403(b).

g. Stock ownership plan.

h. Keogh (HR-10) plan.

(PUB_NO OTHR OFFST) LT.ED.OT.1

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.

LT.RU.OT.1

ADDITIONAL BENEFITS FOR THE SEVERELY DISABLED

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

Assisted Living Benefit Requirements

1. You are Disabled and LTD Benefits are payable to you.

2. While you are Disabled:

   a. You, due to loss of functional capacity as a result of Physical Disease or Injury, become unable to safely and completely perform two or more Activities Of Daily Living without Hands-on Assistance or Standby Assistance; or

   b. You require Substantial Supervision for your health or safety due to Severe Cognitive Impairment as a result of Physical Disease or Injury.

3. The condition in 2.a or 2.b above is expected to last 90 days or more as certified by a Physician in the appropriate specialty as determined by us.

B. Amount Of The Assisted Living Benefit
See the **Coverage Features** for the amount of the Assisted Living Benefit.

C. Becoming Insured For Assisted Living Benefits
You are eligible for Assisted Living Benefit coverage if you are insured for LTD insurance. Subject to the **Active Work Provision**, your Assisted Living Benefit coverage becomes effective on the date your LTD insurance becomes effective.

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

E. Time Limits On Filing Proof Of Loss
Proof Of Loss for the Assisted Living Benefit must be provided within 90 days after the date the inability to perform Activities Of Daily Living or the Severe Cognitive Impairment begins. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90-day period.

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

F. When Assisted Living Benefits End
Assisted Living Benefits end automatically on the earliest of:

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

G. When Assisted Living Benefits Coverage Ends
Assisted Living Benefit coverage ends automatically on the earliest of:

1. The date your LTD insurance ends.
2. The date Assisted Living Benefit coverage terminates under the Group Policy.

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

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

I. Exclusions and Limitations
No Assisted Living Benefit will be paid for any period when you are confined for any reason in a penal or correctional institution.

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

1. 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.
2. Any intentionally self-inflicted Injury, while sane or insane.
3. A Mental Disorder.
4. Use of alcohol, alcoholism, use of any drug, including hallucinogens, or drug addiction.

5. A Preexisting Condition.

   a. Definition: For purposes of the Assisted Living Benefit, Preexisting Condition means a mental or physical condition for which you have done, or for which a reasonably prudent person would have done any of the following:

      i. consulted a physician or other licensed medical professional,

      ii. received medical treatment or services or advice,

      iii. undergone diagnostic procedures, including self-administered procedures, or

      iv. taken prescribed drugs or medication

      during the 3 months just before your Assisted Living Benefit coverage is effective.

   b. Period Of Exclusion:

      This exclusion will not apply after the Assisted Living Benefit coverage has been continuously in effect for a period of 12 months, if after that period you have been Actively At Work for at least one full day.

6. Committing or attempting to commit an assault or felony, or active participation in a violent disorder or riot. (Active participation does not include being at the scene of a violent disorder or riot while performing official duties.)

J. Definitions For Assisted Living Benefit
Activities Of Daily Living means Bathing, Continence, Dressing, Eating, Toileting, or Transferring.

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

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

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

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

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

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

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

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

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

Severe Cognitive Impairment means a loss or deterioration in intellectual capacity that is (a) comparable to (and includes) Alzheimer's disease and similar forms of irreversible dementia, and (b) is measured by clinical evidence and standardized tests approved by us that reliably measure impairment in (i) short-term or long-term memory, (ii) orientation as to people, places, or time, and (iii) deductive or abstract reasoning. Severe Cognitive Impairment does not include loss or deterioration as a result of a Mental Disorder.

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

PENSION CONTRIBUTION BENEFIT

A. Payment Of Pension Contribution Benefit

If you are a participant in your Employer's pension plan on the date you become Disabled, we will pay a monthly Pension Contribution Benefit to your Employer, according to the terms of the Group Policy, while you are receiving LTD Benefits. The Pension Contribution Benefit will be paid to fund your future pension benefits from your Employer's pension plan, as determined by your Employer.

The Pension Contribution Benefit becomes payable on the date you meet the following requirements:

1. You are Disabled and LTD Benefits are payable to you; and
2. You are entitled to Social Security disability benefits; and
   a. are receiving such benefits; or
   b. are receiving Social Security early retirement benefits or widow's or widower's benefits; or
   c. Social Security disability benefits are not payable because they are being reduced by other income you receive.

If, in our sole discretion, you are not entitled to Social Security disability benefits solely because you have not earned the required minimum number of quarters for Social Security coverage, you will be considered to have met this requirement for the purposes of being eligible for this benefit.

The amount of the Pension Contribution Benefit is 1% of the first $41,667 of your Predisability Earnings, but not to exceed $416.67.

B. When Pension Contribution Benefits End

Pension Contribution Benefits end automatically on the earliest of:

1. The date LTD Benefits end.
2. The date your Employer's pension plan or the trust is no longer able to accept the Pension Contribution Benefit.
3. The date continued contributions may cause your Employer's pension plan to be disqualified.
4. The date your employment is terminated by you or your Employer, unless your Employer's pension plan document allows continued contributions on your behalf after such date.
5. The date you begin employment with another employer or are self employed, or return to work for your Employer.
6. The date you (a) begin withdrawing a monthly benefit or annuity, (b) withdraw contributions and/or interest, or (c) are required to withdraw or take a distribution of contributions and/or interest, from your Employer's pension plan.

C. Employer Notification

Your Employer will determine and provide us with proof satisfactory to us, which we will rely upon:

1. That your Employer's pension plan may accept the Pension Contribution Benefit on your behalf.
2. The maximum amount of the Pension Contribution Benefit that your Employer's pension plan may accept on your behalf according to the pension plan's definition of compensation for you.
3. Whether any event shown in B. When Pension Contribution Benefits End has occurred.

LT.PC.OT.1X

SURVIVORS BENEFIT

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

1. The Survivors Benefit is a lump sum equal to 3 times your LTD Benefit without reduction by Deductible Income.
2. The Survivors Benefit will first be applied to reduce any overpayment of your claim.
3. The Survivors Benefit will be paid at our option to any one or more of the following:
   a. Your surviving Spouse;
   b. Your surviving unmarried children, including adopted children, under age 25;
   c. Your surviving Spouse's unmarried children, including adopted children, under age 25; or
   d. Any person providing the care and support of any person listed in a., b., or c. above.
   e. Your estate, if you are not survived by any person listed in a., b., or c. above.

(MULTPL_EST_DOM) LT.SB.OT.1

BENEFITS AFTER INSURANCE ENDS OR IS CHANGED

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

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

LT.BA.OT.1

EFFECT OF NEW DISABILITY

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

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

LT.ND.OT.1

DISABILITIES EXCLUDED FROM COVERAGE

A. War

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

B. Intentionally Self-Inflicted Injury

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

C. Preexisting Condition

This Group Policy does not include a Preexisting Condition Exclusion.

D. Loss Of License Or Certification

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

E. Violent Or Criminal Conduct

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

(NO PX) LT.XD.OT.1

LIMITATIONS

A. Care Of A Physician

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

C. Substance Abuse

No LTD Benefits will be paid for any period of Disability caused or contributed to by your Substance Abuse, unless you are participating in good faith in a treatment plan, program or course of medical treatment for Substance Abuse.

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

D. Rehabilitation Program

LTD Benefits will be reduced to 50% of the amount determined from the Schedule Of Insurance 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. If this limitation causes the LTD Benefit to be less than the Minimum LTD Benefit, the Minimum LTD Benefit will be payable.

(NO FRGN) LT.LM.OT.1X

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 LTD Benefits. Proof Of Loss must be provided at your expense.

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

D. Documentation

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

E. Investigation Of Claim

During the pendency of your claim, we may investigate your claim at any time.

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

F. Time Of Payment

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

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

G. Notice Of Decision On Claim

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

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

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

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

a. The reasons for our decision.

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

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

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

H. Review Procedure

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

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

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

I. Assignment

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

(REV PUB WRDG) LT.CL.VA.2

ALLOCATION OF AUTHORITY

Except for those functions which the Group Policy specifically reserves to the Policyholder or Employer, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

1. The right to resolve all matters when a review has been requested;
2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
3. The right to determine:
    a. Eligibility for insurance;
    b. Entitlement to benefits;
    c. The amount of benefits payable; and
    d. The sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy, any decision we make in the exercise of our authority is conclusive and binding.

LT.AL.OT.1

TIME LIMITS ON LEGAL ACTIONS

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

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

LT.TL.OT.1

INCONTESTABILITY PROVISIONS

A. Incontestability Of Insurance

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

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

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

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

B. Incontestability Of The Group Policy

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

No misrepresentation by the Policyholder or your Employer will be used to deny a claim or to deny the validity of the Group Policy unless:

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

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

CLERICAL ERROR, AGENCY, AND MISSTATEMENT

A. Clerical Error

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

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

B. Agency

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

C. Misstatement Of Age

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

TERMINATION OR AMENDMENT OF THE GROUP POLICY

The Group Policy may be terminated by us or the Policyholder according to its terms. It will terminate automatically for nonpayment of premium. The Policyholder may terminate the Group Policy in whole, and may terminate insurance for any class or group of Members, at any time by giving us written notice.

Benefits under the Group Policy are limited to its terms, including any valid amendment. No change or amendment will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. If the terms of the certificate differ from the Group Policy, the terms stated in the Group Policy will govern. The Policyholder, your Employer, and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any of its terms or provisions without our signed written approval.

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

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

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.

Employer means an employer (including approved affiliates and subsidiaries) for which coverage under the Group Policy is approved in writing by us.

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

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.

L.L.C. Owner-Employee means an individual who owns an equity interest in an Employer and is actively employed in the conduct of the Employer's business.

LTD Benefit means the monthly benefit payable to you under the terms of 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 Policyholder or Employer pay the entire premium for insurance; or (b) the Policyholder or Employer require all eligible Members to have insurance and to pay all or part of the premium for insurance.

P.C. Partner means the sole active employee and majority shareholder of a professional corporation in partnership with the Policyholder.

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

(DOM STAT_LSB REF) LT.DF.VA.1

POLICYHOLDER PROVISIONS

A. Premiums

The premium due on each Premium Due Date is the sum of the premiums for all persons then insured. Premium Rates are shown in **Coverage Features**.

B. Changes In Premium Rates

We may change Premium Rates whenever:

1. A change or clarification in law or governmental regulation affects the amount payable under the Group Policy. Any such change in Premium Rates will reflect only the change in our obligations.

2. Factors material to underwriting the risk we assumed under the Group Policy with respect to an Employer, including, but not limited to, number of persons insured, age, Predisability Earnings, gender, and occupational classification, changes by 25% or more.

3. The premium contribution arrangement for Members is changed or varies from that stated in the Group Policy when issued or last renewed.

4. We and the Policyholder or the Employer mutually agree to change Premium Rates.

5. An amendment to the Employer's pension plan changes the amount of the Pension Contribution Benefit.

Except as provided above, Premium Rates will not be changed during the Initial Rate Guarantee Period shown in **Coverage Features**. Thereafter, except as provided above, we may change Premium Rates upon 180 days advance written notice to the Policyholder. Any such change in Premium Rates may be made effective on any Premium Due Date, but no such change will be made more than once in any contract year. Contract years are successive 12 month periods computed from the end of the Initial Rate Guarantee Period.

C. Payment Of Premiums

All premiums are due on the Premium Due Dates shown in **Coverage Features**.

Each premium is payable on or before its Premium Due Date directly to us at our home office. The payment of each premium by the Policyholder as it becomes due will maintain the Group Policy in force until the next Premium Due Date.

D. Grace Period And Termination For Nonpayment

If a premium is not paid on or before its Premium Due Date, it may be paid during the following Grace Period of 60 days. The Group Policy or an Employer's coverage under the Group Policy will remain in force during the Grace Period.

If the premium is not paid during the Grace Period, the Group Policy will terminate automatically at the end of the Grace Period.

The Policyholder is liable for premium for coverage during the Grace Period. We may charge interest at the legal rate for any premium which is not paid during the Grace Period, beginning with the first day after the Grace Period.

E. Termination For Other Reasons

The Policyholder may terminate the Group Policy by giving us written notice. The effective date of termination will be the later of:

1. The date stated in the notice; and

2. The date we receive the notice.

We may terminate the Group Policy as follows:

1. On any Premium Due Date if the number of persons insured is less than the Minimum Participation shown in **Coverage Features**.

2. On any Premium Due Date if we determine that the Policyholder has failed to promptly furnish any necessary information requested by us, or has failed to perform any other obligations relating to the Group Policy.

The minimum advance notice of termination by us is 180 days.

F. Premium Adjustments

Premium adjustments involving a return of unearned premiums to the Policyholder will be limited to the 12 months just before the date we receive a request for premium adjustment.

G. Certificates

We will issue certificates to the Policyholder showing the coverage under the Group Policy. The Policyholder will distribute a certificate to each insured Member. If the terms of the certificate differ from the Group Policy, the terms stated in the Group Policy will govern.

H. Records And Reports

The Policyholder will furnish on our forms all information reasonably necessary to administer the Group Policy. We have the right at all reasonable times to inspect the payroll and other records of the Policyholder which relate to insurance under the Group Policy.

I. Agency And Release

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

J. Notice Of Suit

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

K. Entire Contract, Changes

The Group Policy and the applications of the Policyholder constitute the entire contract between the parties. A copy of the Policyholder's application is attached to the Group Policy when issued.

The Group Policy may be changed in whole or in part. No change in the Group Policy will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. No agent has authority to change the Group Policy, or to waive any of their provisions.

L. Effect On Workers' Compensation, State Disability Insurance

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

M. Pension Contribution Benefit Not Accepted

If any portion of the Pension Contribution Benefit is not accepted by the pension plan trust, the Employer is required to refund to us the amount not accepted.

(NO DIV_PCB) LT.PH.OT.1X

VA/LTDP2000X

...RD INSURANCE COMPANY

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

CERTIFICATE

GROUP LIFE INSURANCE

Policyholder:	Newport News Public Schools
Policy Number:	771398-B
Effective Date:	August 1, 2023

A Group Policy has been issued to the Policyholder. We certify that you will be insured as provided by the terms of the Group Policy. If your coverage is changed by an amendment to the Group Policy, we will provide the Policyholder with a revised Certificate or other notice to be given to you.

This policy includes an Accelerated Benefit. Death benefits will be reduced if an Accelerated Benefit is paid. The receipt of this benefit may be taxable and may affect your eligibility for Medicaid or other government benefits or entitlements. However, if you meet the definition of "terminally ill individual" according to the Internal Revenue Code Section 101, your Accelerated Benefit may be non-taxable. You should consult your personal tax and/or legal advisor before you apply for an Accelerated Benefit.

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. If the terms of the Certificate differ from the Group Policy, the terms stated in the Group Policy will govern.

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

President and CEO

GC190-LIFE/S399

Class 1 (Active Members)

(page 2)
- $100,000 should match retiree amount of $140,000
- would like to consider increase to 150K for both Active + Retired
- clarify $500,000 max amount + what it refers to (page 4)
- Confirm boiler plate language (page 5 →)

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COVERAGE FEATURES

This section contains many of the features of your group life insurance. Other provisions, including exclusions and limitations, 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:	771398-B
Type of Insurance Provided:	
Life Insurance:	Yes
Dependents Life Insurance:	Not applicable
Accidental Death And Dismemberment (AD&D) Insurance:	Yes
Policyholder:	Newport News Public Schools
Employer(s):	Newport News Public Schools
Group Policy Effective Date:	August 1, 2023
Policy Issued in:	Virginia

BECOMING INSURED

To become insured for Life Insurance you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; and (c) Meet the requirements in **Life Insurance** and **Active Work Provisions**. The Active Work requirement does not apply to Members who are retired and eligible on the Group Policy Effective Date. The requirements for becoming insured for coverages other than Life Insurance are set out in the text.

Definition of Member:

You are a Member if you are one of the following:

1. An active full-time employee of the Employer hired prior to July 1, 2009 participating in the City of Newport News Pension Plan who is regularly working at least 30 hours each week; or
2. An employee of the Employer who retired under the Employer's retirement program on or after July 1, 1998.

You are not a Member if you are:

1. A temporary or seasonal employee.
2. A leased employee.
3. An independent contractor.
4. A full time member of the armed forces of any country.

Class Definition: Active Members

This Certificate applies to the class listed above. Other classes are also covered under the Group Policy. Contact your Employer for further information.

Eligibility Waiting Period: You are eligible on the date you become a Member.

Evidence Of Insurability:	Required: a. For late application for Contributory insurance. b. For reinstatements if required. c. For Members eligible but not insured under the Prior Plan.

PREMIUM CONTRIBUTIONS

Life Insurance:	Noncontributory
AD&D Insurance:	Noncontributory

SCHEDULE OF INSURANCE

SCHEDULE OF LIFE INSURANCE

For you:

Life Insurance Benefit:	Your Annual Earnings, rounded to the nearest multiple of $1,000, if not already a multiple of $1,000, times 2. The maximum amount is $100,000 and the minimum amount is $10,000. Should match retiree amount of 140,000. would like to consider
Repatriation Benefit:	The expenses incurred to transport your body to a mortuary near your primary place of residence, but not to exceed $5,000 or 10% of the Life Insurance Benefit, whichever is less. an increase to 150K For both Active + Retired

SCHEDULE OF AD&D INSURANCE

For you:

AD&D Insurance Benefit:	If you are insured for Life Insurance, you are insured for AD&D Insurance. The amount of your AD&D Insurance Benefit is equal to the amount of your Life Insurance Benefit. The amount payable for certain Losses is less than 100% of the AD&D Insurance Benefit. See AD&D Table Of Losses.
Seat Belt Benefit:	The amount of the Seat Belt Benefit is the lesser of (1) $10,000 or (2) the amount of AD&D Insurance Benefit payable for loss of life.
Air Bag Benefit:	The amount of the Air Bag Benefit is the lesser of (1) $5,000; or (2) the amount of AD&D Insurance Benefit payable for Loss of your life.
Career Adjustment Benefit:	The tuition expenses for training incurred by your Spouse within 36 months after the date of your death, exclusive of board and room, books, fees, supplies and other expenses, but not to exceed $5,000 per year, or the cumulative total of $10,000 or 25% of the AD&D Insurance Benefit, whichever is less.

Child Care Benefit:	The total child care expense incurred by your Spouse within 36 months after the date of your death for all Children under age 13, but not to exceed $5,000 per year, or the cumulative total of $10,000 or 25% of the AD&D Insurance Benefit, whichever is less.
Higher Education Benefit:	The tuition expenses incurred per Child within 4 years after the date of your death at an accredited institution of higher education, exclusive of board and room, books, fees, supplies and other expenses, but not to exceed $5,000 per year, or the cumulative total of $20,000 or 25% of the AD&D Insurance Benefit, whichever is less.
Occupational Assault Benefit:	The lesser of (1) $25,000; or (2) 50% of the amount of the AD&D Insurance Benefit otherwise payable for the Loss.
Public Transportation Benefit:	The lesser of (1) $200,000; or (2) 100% of the amount of the AD&D Insurance Benefit otherwise payable for the Loss of your life.

AD&D TABLE OF LOSSES

The amount payable is a percentage of the AD&D Insurance Benefit in effect on the date of the accident and is determined by the Loss suffered as shown in the following table:

Loss:		Percentage Payable:
a.	Life	100%
b.	One hand or one foot	50%
c.	Sight in one eye, speech, or hearing in both ears	50%
d.	Two or more of the Losses listed in b. and c. above	100%
e.	Thumb and index finger of the same hand	25% *
f.	Quadriplegia	100%**
g.	Hemiplegia	50% **
h.	Paraplegia	50% **
i.	Uniplegia	25%**
j.	Coma	5% per month of the remainder of the AD&D Insurance Benefit payable for Loss of life after reduction by any AD&D Insurance Benefit paid for any other Loss as a result of the same accident. Payments for coma will not exceed a maximum of 12 months.

No more than 100% of your AD&D Insurance will be paid for all Losses resulting from one accident.

*** No AD&D Insurance Benefit will be paid for Loss of thumb and index finger of the same hand if an AD&D Insurance Benefit is payable for the Loss of that entire hand.**

**** No AD&D Insurance Benefit will be paid for loss of a hand or foot if an AD&D Insurance Benefit is payable for Quadriplegia, Hemiplegia, Uniplegia or Paraplegia involving that same hand or foot.**

REDUCTIONS IN INSURANCE

Your insurance will not be reduced because of your age unless your insurance is subject to termination under the Waiver of Premium provision.

OTHER BENEFITS

Waiver Of Premium:	Yes
Accelerated Benefit:	Yes

OTHER PROVISIONS

Limits on Right To Convert if Group Policy terminates or is amended:	
Minimum Time Insured:	5 years
Maximum Conversion Amount:	$10,000
Leave Of Absence Period:	365 days
Continuity Of Coverage:	Yes
Insurance Eligible For Portability:	
For you:	
Life Insurance	Yes
Minimum amount:	$10,000
Maximum amount:	$500,000
AD&D Insurance	Yes
Minimum amount:	$10,000
Maximum amount:	$500,000
Annual Earnings based on:	Earnings in effect on your last full day of Active Work.

what does this refer too?

The rest appears to be mostly boiler plate. Is that accurate

LIFE INSURANCE

A. Insuring Clause

If you die while insured for Life Insurance, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

B. Amount Of Life Insurance

See the **Coverage Features** for the Life Insurance schedule.

C. Changes In Life Insurance

1. Increases

You must apply in writing for any elective increase in your Life Insurance.

Subject to the **Active Work Provisions**, an increase in your Life Insurance becomes effective as follows:

a. Increases Subject To Evidence Of Insurability

An increase in your Life Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.

b. Increases Not Subject To Evidence Of Insurability

An increase in your Life Insurance not subject to Evidence Of Insurability becomes effective on the first day of the calendar month coinciding with or next following the date you apply for an elective increase or the date of change in your classification or age.

An increase in your Life Insurance not subject to Evidence Of Insurability becomes effective on July 1 following the date of change in your Annual Earnings.

2. Decreases

A decrease in your Life Insurance because of a change in your classification or age becomes effective on the first day of the calendar month coinciding with or next following the date of the change.

A decrease in your Life Insurance because of a change in your Annual Earnings becomes effective on the July 1 following the date of the change.

Any other decrease in your Life Insurance becomes effective on the first day of the calendar month coinciding with or next following the date the Policyholder or your Employer receives your written request for the decrease.

D. Repatriation Benefit

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

We will pay a Repatriation Benefit if all of the following requirements are met.

1. A Life Insurance Benefit is payable because of your death.
2. You die more than 200 miles from your primary place of residence.
3. Expenses are incurred to transport your body to a mortuary near your primary place of residence.

E. When Life Insurance Becomes Effective

The **Coverage Features** states whether your Life Insurance is Contributory or Noncontributory.

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

1. Life Insurance subject to Evidence Of Insurability

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

2. Life Insurance not subject to Evidence Of Insurability

   a. Noncontributory Life Insurance

      Noncontributory Life Insurance not subject to Evidence Of Insurability becomes effective on the date you become eligible.

   b. Contributory Life Insurance

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

      (i) The date you become eligible if you apply on or before that date.

      (ii) The date you apply if you apply within 31 days after you become eligible.

   Late application: Evidence Of Insurability is required if you apply more than 31 days after you become eligible.

3. Takeover Provision

   a. 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.

   b. You must submit satisfactory Evidence Of Insurability to become insured for Life Insurance if you were eligible under the Prior Plan for more than 31 days but were not insured.

F. When Life Insurance Ends

Life Insurance ends automatically on the earliest of:

1. The date the last period ends for which a premium was paid for your Life Insurance;
2. The date the Group Policy terminates;
3. The date your employment terminates, unless you are covered as a retired Member; and
4. The date you cease to be a Member. However, if you cease to be a Member because you are working less than the required minimum number of hours, your Life Insurance will be continued with premium payment during the following periods, unless it ends under 1 through 3 above.

   a. While your Employer is paying you at least the same Annual Earnings paid to you immediately before you ceased to be a Member.

   b. While your ability to work is limited because of Sickness, Injury, or Pregnancy.

   c. During the first 60 days of:

      (1) A temporary layoff; or

      (2) A strike, lockout, or other general work stoppage caused by a labor dispute between your collective bargaining unit and your Employer.

   d. 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.

e. During any other scheduled leave of absence approved by your Employer in advance and in writing and lasting not more than the period shown in the **Coverage Features**.

G. Reinstatement Of Life Insurance

If your Life Insurance ends, you may become insured again as a new Member. However, 1 through 4 below will apply.

1. If your Life 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 Life Insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
3. If you exercised your Right To Convert, you must provide Evidence Of Insurability to become insured again.
4. If your Life 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.

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ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

A. Insuring Clause

If you have an accident, including accidental exposure to adverse weather conditions, while insured for AD&D Insurance, and the accident results in a Loss, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

B. Definition Of Loss For AD&D Insurance

Loss means loss of life, hand, foot, sight, speech, hearing in both ears, thumb and index finger of the same hand, coma and Quadriplegia, Hemiplegia, Uniplegia or Paraplegia which meets all of the following requirements:

1. Is caused solely and directly by an accident.
2. Occurs independently of all other causes.
3. Occurs within 365 days after the accident.
4. With respect to Loss of life, is evidenced by a certified copy of the death certificate.
5. With respect to all other Losses, is certified by a Physician in the appropriate specialty as determined by us.

With respect to Loss of life, death will be presumed if you disappear and the disappearance:

1. Is caused solely and directly by an accident that reasonably could have caused Loss of life;
2. Occurs independently of all other causes; and
3. Continues for a period of 365 days after the date of the accident, despite reasonable search efforts.

With respect to a hand or foot, Loss means actual and permanent severance from the body at or above the wrist or ankle joint, whether or not surgically reattached.

With respect to sight, Loss means entire, uncorrectable, and irrecoverable loss of sight.

With respect to speech, Loss means entire, uncorrectable, and irrecoverable loss of audible speech.

With respect to hearing, Loss means entire, uncorrectable, and irrecoverable loss of hearing in both ears.

With respect to thumb and index finger of the same hand, Loss means actual and permanent severance from the body at or above the metacarpophalangeal joints.

With respect to coma, Loss means a profound state of mental unconsciousness with no evidence of appropriate responses to stimulation, lasting for at least 21 consecutive days.

With respect to Quadriplegia, Hemiplegia, Uniplegia and Paraplegia, Loss must be permanent, complete, and irreversible.

Quadriplegia means total paralysis of both upper and lower limbs. Hemiplegia means total paralysis of the upper and lower limbs on the same side of the body. Paraplegia means total paralysis of both lower limbs. Uniplegia means the complete and irreversible paralysis of one limb.

C. Amount Payable

See **Coverage Features** for the AD&D Insurance schedule. The amount payable is a percentage of the AD&D Insurance Benefit in effect on the date of the accident and is determined by the Loss suffered. See AD&D Table Of Losses in the **Coverage Features**.

D. Changes In AD&D Insurance

Changes in your AD&D Insurance will become effective on the date your Life Insurance changes.

E. AD&D Insurance Exclusions

No AD&D Insurance benefit is payable if the accident or Loss is caused or contributed to by any of the following:

1. War or 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.
2. Suicide or other intentionally self-inflicted Injury, while sane or insane.
3. 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.
4. The voluntary use or consumption of any poison, chemical compound, alcohol or drug, unless used or consumed according to the directions of a Physician.
5. Sickness or Pregnancy existing at the time of the accident.
6. Heart attack or stroke.
7. Medical or surgical treatment for any of the above.

F. Additional AD&D Benefits

Seat Belt Benefit

The amount of the Seat Belt Benefit is shown in the **Coverage Features**.

We will pay a Seat Belt Benefit if all of the following requirements are met:

1. You die as a result of an Automobile accident for which an AD&D Insurance Benefit is payable for Loss of your Life; and
2. You are wearing and properly utilizing a Seat Belt System at the time of the accident, as evidenced by a police accident report.

Seat Belt System means a properly installed combination lap and shoulder restraint system that meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety

Administration. Seat Belt System will include a lap belt alone, but only if the Automobile did not have a combination lap and shoulder restraint system when manufactured. Seat Belt System does not include a shoulder restraint alone.

Automobile means a motor vehicle licensed for use on public highways.

Air Bag Benefit

The amount of the Air Bag Benefit is shown in the **Coverage Features**.

We will pay an Air Bag Benefit if all of the following requirements are met:

1. You die as a result of an Automobile accident for which a Seat Belt Benefit is payable for Loss of your life.
2. The Automobile is equipped with an Air Bag System that was installed as original equipment by the Automobile manufacturer and has received regular maintenance or scheduled replacement as recommended by the Automobile or Air Bag manufacturer.
3. You are seated in the driver's or a passenger's seating position intended to be protected by the Air Bag System and the Air Bag System deploys, as evidenced by a police accident report.

Air Bag System means an automatically inflatable passive restraint system that is designed to provide automatic crash protection in front or side impact Automobile accidents and meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration.

Automobile means a motor vehicle licensed for use on public highways.

Career Adjustment Benefit

The amount of the Career Adjustment Benefit is shown in the **Coverage Features**.

We will pay a Career Adjustment Benefit to your Spouse if all of the following requirements are met:

1. You are insured for AD&D Insurance under the Group Policy.
2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
3. Your Spouse is, within 36 months after the date of your death, registered and in attendance at an accredited institution of higher education or trades training program for the purpose of obtaining employment or increasing earnings.

No Career Adjustment Benefit will be paid if you have no surviving Spouse.

Child Care Benefit

The amount of the Child Care Benefit is shown in the **Coverage Features**.

We will pay a Child Care Benefit to your Spouse if all of the following requirements are met:

1. You are insured for AD&D Insurance under the Group Policy.
2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
3. Your Spouse pays a licensed child care provider who is not a member of your family for child care provided to your Child(ren) under age 13 within 36 months of your death.
4. The child care is necessary in order for your Spouse to work or to obtain training for work or to increase earnings.

No Child Care Benefit will be paid if you have no surviving Spouse.

Higher Education Benefit

The amount of the Higher Education Benefit is shown in the **Coverage Features**.

We will pay a Higher Education Benefit to your Child if all of the following requirements are met:

1. You are insured for AD&D Insurance under the Group Policy.
2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
3. Your Child is, within 12 months after the date of your death, registered and in full-time attendance at an accredited institution of higher education beyond high school.

The Higher Education Benefit will be paid to each Child who meets the requirements of item 3 above, for a maximum of 4 consecutive years beginning on the date of your death. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

Occupational Assault Benefit

The amount of the Occupational Assault Benefit is shown in the **Coverage Features.**

We will pay an Occupational Assault Benefit if all of the following requirements are met:

1. While Actively At Work you suffer a Loss for which an AD&D Insurance Benefit is payable.
2. The Loss is the result of an act of physical violence against you that is punishable by law and is evidenced by a police report.

Public Transportation Benefit

The amount of the Public Transportation Benefit is shown in the **Coverage Features.**

We will pay a Public Transportation Benefit if all of the following requirements are met:

1. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
2. The accident occurs while you are riding as a fare-paying passenger on Public Transportation.

Public Transportation means a public passenger conveyance operated by a licensed common carrier for the transportation of the general public for a fare and operating on regular passenger routes with a definite schedule of departures and arrivals.

G. Becoming Insured For AD&D Insurance

1. Eligibility

You become eligible for AD&D Insurance on the date your Life Insurance is effective.

2. Effective Date

The **Coverage Features** states whether AD&D Insurance is Contributory or Noncontributory. Subject to the **Active Work Provisions**, AD&D Insurance becomes effective as follows:

a. Noncontributory AD&D Insurance

Noncontributory AD&D Insurance becomes effective on the date you become eligible.

b. Contributory AD&D Insurance

You must apply in writing for Contributory AD&D Insurance and agree to pay premiums. Contributory AD&D Insurance becomes effective on the later of:

(i) The date you become eligible if you apply on or before that date.

(ii) The first day of the calendar month coinciding with or next following the date you apply, if you apply after you become eligible.

H. When AD&D Insurance Ends

AD&D Insurance ends automatically on the earlier of:

1. The date your Life Insurance ends.
2. The date your Waiver Of Premium begins.
3. The date AD&D Insurance terminates under the Group Policy.
4. The date the last period ends for which a premium was paid for your AD&D Insurance.

ACTIVE WORK PROVISIONS

If you are incapable of Active Work because of Sickness, Injury or Pregnancy on the day before the scheduled effective date of your insurance or an increase in your insurance, your insurance or increase 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 or increase in your insurance.

PORTABILITY OF INSURANCE

A. Portability Of Insurance

If your insurance under the Group Policy ends because your employment with your Employer terminates or you retire under the Employer's retirement plan, you may be eligible to buy portable group insurance coverage as shown in the **Coverage Features** for yourself without submitting Evidence Of Insurability. To be eligible you must satisfy the following requirements:

1. On the date your employment terminates or you retire under the Employer's retirement plan, you must be able to perform with reasonable continuity the material duties of at least one gainful occupation for which you are reasonably fitted by education, training and experience.

   (If you are unable to meet this requirement, see the **Right To Convert** and **Waiver Of Premium** provisions for other options that may be available to you under the Group Policy.)

2. On the date your employment terminates or you retire under the Employer's retirement plan, you are under age 75.
3. On the date your employment terminates, you must have been continuously insured under the Group Policy for at least 12 consecutive months. In computing the 12 consecutive month period, we will include time insured under the Prior Plan.
4. You must apply in writing and pay the first premium directly to us at our Home Office within 31 days after the date your employment terminates or you retire under the

Employer's retirement plan. You must purchase portable group life insurance coverage for yourself in order to purchase any other insurance eligible for portability.

This portable group insurance will be provided under a master Group Life Portability Insurance Policy we have issued to the Standard Insurance Company Group Insurance Trust. If approved, the certificate you will receive will be governed under the terms of the Group Life Portability Insurance Policy and will contain provisions that differ from your Employer's coverage under the Group Policy.

B. Amount Of Portable Insurance

The minimum and maximum amounts that you are eligible to buy under the Group Life Portability Insurance Policy are shown in the **Coverage Features**. You may buy less than the maximum amounts in increments of $1,000.

The combined amounts of insurance purchased under this **Portability Of Insurance** provision and the **Right To Convert** provision cannot exceed the amount in effect under the Group Policy on the day before your employment terminates or you retire under the Employer's retirement plan.

C. When Portable Insurance Becomes Effective

Portable group insurance will become effective the day after your employment with your Employer terminates, if you apply within 31 days after the date your employment terminates or you retire under the Employer's retirement plan.

If death occurs within 31 days after the date insurance ends under the Group Policy or you retire under the Employer's retirement plan, life insurance benefits, if any, will be paid according to the terms of the Group Policy in effect on the date your employment terminates or you retire under the Employer's retirement plan and not the terms of the Group Life Portability Insurance Policy. AD&D benefits, if any, will be paid according to the terms of the Group Policy or the Group Life Portability Insurance Policy, but not both. In no event will the benefits paid exceed the amount in effect under the Group Policy on the day before your employment terminates or you retire under the Employer's retirement plan.

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CONTINUITY OF COVERAGE

A. Waiver Of Active Work Requirement

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

B. Payment Of Benefit

The benefits payable before you meet the Active Work requirement will be:

1. The benefits 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.

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WAIVER OF PREMIUM

A. Waiver Of Premium Benefit

Insurance will be continued without payment of premiums while you are Totally Disabled if:

1. You become Totally Disabled while insured under the Group Policy and under age 60;

2. You complete your Waiting Period; and

3. You give us satisfactory Proof Of Loss.

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

B. Definitions For Waiver Of Premium

1. Insurance means all your insurance under the Group Policy, except AD&D Insurance.

2. Totally Disabled means that, as a result of Sickness, accidental Injury, or Pregnancy, you are unable to perform with reasonable continuity the material duties of any gainful occupation for which you are reasonably fitted by education, training and experience.

3. Waiting Period means the 180 consecutive day period beginning on the date you become Totally Disabled. Waiver Of Premium begins when you complete the Waiting Period.

C. Premium Payment

Premium payment must continue until the later of:

1. The date you complete your Waiting Period; and

2. The date we approve your claim for Waiver Of Premium.

D. Refund Of Premiums

We will refund up to 12 months of the premiums that were paid for Insurance after the date you become Totally Disabled.

E. Amount Of Insurance

The amount of Insurance eligible for Waiver Of Premium is the amount in effect on the day before you become Totally Disabled. However, the following will apply:

1. If you become insured under a group life insurance plan that replaces the Group Policy while you are eligible for Waiver Of Premium, any death benefit payable under the Group Policy will be reduced by the amount payable under the replacement group life insurance plan.

2. If you receive an Accelerated Benefit, Insurance will be reduced according to the **Accelerated Benefit** provision.

F. Effect Of Death During The Waiting Period

If you die during the Waiting Period and are otherwise eligible for Waiver Of Premium, the Waiting Period will be waived.

G. Termination Or Amendment Of The Group Policy

Insurance will not be affected by termination or amendment of the Group Policy after you become Totally Disabled.

H. When Waiver Of Premium Ends

Waiver Of Premium ends on the earliest of:

1. The date you cease to be Totally Disabled;

2. 90 days after the date we mail you a request for additional Proof Of Loss, if it is not given;

3. The date you fail to attend an examination or cooperate with the examiner; and

4. With respect to the amount of Insurance which an insured has converted, the effective date of the individual life insurance policy issued to the insured.

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ACCELERATED BENEFIT

A. Accelerated Benefit

If you qualify for Waiver Of Premium and give us satisfactory proof of having a Qualifying Medical Condition while you are insured under the Group Policy, you may have the right to receive during your lifetime a portion of your Insurance as an Accelerated Benefit. You must have at least $10,000 of Insurance in effect to be eligible.

If your Insurance is scheduled to end within 24 months following the date you apply for the Accelerated Benefit, you will not be eligible for the Accelerated Benefit.

Qualifying Medical Condition means you are terminally ill as a result of an illness or physical condition which is reasonably expected to result in death within 12 months.

We may have you examined at our expense in connection with your claim for an Accelerated Benefit. Any such examination will be conducted by one or more Physicians of our choice.

B. Application For Accelerated Benefit

You must apply for an Accelerated Benefit. To apply you must give us satisfactory Proof Of Loss on our forms. Proof Of Loss must include a statement from a Physician that you have a Qualifying Medical Condition.

C. Amount Of Accelerated Benefit

You may receive an Accelerated Benefit of up to 80% of your Insurance. The maximum Accelerated Benefit is $500,000. The minimum Accelerated Benefit is $5,000 or 10% of your Insurance, whichever is greater.

If the amount of your Insurance is scheduled to reduce within 24 months following the date you apply for the Accelerated Benefit, your Accelerated Benefit will be based on the reduced amount.

The Accelerated Benefit will be paid to you once in your lifetime in a lump sum. If you recover from your Qualifying Medical Condition after receiving an Accelerated Benefit, we will not ask you for a refund.

D. Effect On Insurance And Other Benefits

For any purpose other than premium payment, the amount of your Insurance after payment of the Accelerated Benefit will be the greater of the amounts in (1) and (2) below; however, if you assign your rights under the Group Policy, the amount of your Insurance will be the amount in (2) below.

(1) 10% of the amount of your Insurance as if no Accelerated Benefit had been paid; or

(2) The amount of your Insurance as if no Accelerated Benefit had been paid; minus

The amount of the Accelerated Benefit; minus

An interest charge calculated as follows:

A times B times C divided by 365 = interest charge.

A = The amount of the Accelerated Benefit.

B = The monthly average of our variable policy loan interest rate.

C = The number of days from payment of the Accelerated Benefit to the earlier of (1) the date you die, and (2) the date you have a Right To Convert.

The amount of your AD&D Insurance, if any, is not affected by payment of the Accelerated Benefit. AD&D is not continued under Waiver Of Premium.

Note: If you assign your rights under the Group Policy, the amount of your Insurance after payment of the Accelerated Benefit will be the amount in (2) above.

E. Exclusions

No Accelerated Benefit will be paid if:

1. All or part of your Insurance must be paid to your Child(ren), or your Spouse or former Spouse as part of a court approved divorce decree, separate maintenance agreement, or property settlement agreement.
2. You are married and live in a community property state unless you give us a signed written consent from your Spouse.
3. You have made an assignment of all or part of your Insurance unless you give us a signed written consent from the assignee.
4. You have filed for bankruptcy, unless you give us written approval from the Bankruptcy Court for payment of the Accelerated Benefit.
5. You are required by a government agency to use the Accelerated Benefit to apply for, receive, or continue a government benefit or entitlement.
6. You have previously received an Accelerated Benefit under the Group Policy.

F. Definitions For Accelerated Benefit

Insurance means your Life Insurance Benefit under the Group Policy.

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RIGHT TO CONVERT

A. Right To Convert

You may buy an individual policy of life insurance without Evidence Of Insurability if:

1. Your Insurance ends or is reduced due to a Qualifying Event; and
2. You apply in writing and pay us the first premium during the Conversion Period.

Except as limited under C. Limits On Right To Convert, the maximum amount you have a Right To Convert is the amount of your Insurance which ended.

B. Definitions For Right To Convert

1. Conversion Period means the 31-day period after the date of any Qualifying Event.
2. Insurance means all your insurance under the Group Policy, including insurance continued under Waiver Of Premium, but excluding AD&D Insurance.
3. Qualifying Event means termination or reduction of your Insurance for any reason except:
   a. The Member's failure to make a required premium contribution.
   b. Payment of an Accelerated Benefit.
4. You and your mean any person insured under the Group Policy.

C. Limits On Right To Convert

If your Insurance ends or is reduced because of termination or amendment of the Group Policy, 1 and 2 below will apply.

1. You may not convert Insurance which has been in effect for less than the Minimum Time Insured. See **Coverage Features**.

2. The maximum amount you have a Right To Convert is the lesser of:

   a. The amount of your Insurance which ended, minus any other group life insurance for which you become eligible during the Conversion Period; and

   b. The Maximum Conversion Amount. See **Coverage Features.**

Minor dependent children are not subject to the Minimum Time Insured and the Maximum Conversion Amount shown in **Coverage Features**.

D. The Individual Policy

You may select any form of individual life insurance policy we issue to persons of your age, except:

1. A term insurance policy;
2. A policy with disability, accidental death, or other additional benefits; or
3. A policy in an amount less than the minimum amount we issue for the form of life insurance you select.

The individual policy of life insurance will become effective on the day after the end of the Conversion Period. We will use our published rates for standard risks to determine the premium.

E. Death During The Conversion Period

If you die during the Conversion Period, we will pay a death benefit equal to the maximum amount you had a Right To Convert, whether or not you applied for an individual policy. The benefit will be paid according to the **Benefit Payment And Beneficiary Provisions**.

LI.RC.VA.1

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, the claim may be submitted in a letter to us.

B. Time Limits On Filing Proof Of Loss

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

Proof Of Loss for Waiver Of Premium must be provided within 12 months after the end of the Waiting Period. We will require further Proof Of Loss at reasonable intervals, but not more often than once a year after you have been continuously Totally Disabled for two years.

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

With respect to coma, we will require Proof Of Loss of the comatose condition at reasonable intervals. If proof is not given within 90 days, benefits payable for coma will end.

C. Proof Of Loss

Proof Of Loss means written proof that a loss occurred:

1. For which the Group Policy provides benefits;
2. Which is not subject to any exclusions; and
3. Which meets all other conditions for benefits.

Proof Of Loss includes any other information we may reasonably require in support of a claim. Proof Of Loss must be in writing and must be provided at the expense of the claimant. No benefits will be provided until we receive Proof Of Loss satisfactory to us.

D. Investigation Of Claim

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

We may have an autopsy performed at our expense, except where prohibited by law.

E. Time Of Payment

We will pay benefits within 60 days after Proof Of Loss is satisfied.

F. Notice Of Decision On Claim

We will evaluate a claim for benefits promptly after we receive it. With respect to all claims except Waiver Of Premium claims (or other benefits based on disability), within 90 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for an additional 90 days.

With respect to Waiver Of Premium claims (or other benefits based on disability), within 45 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for 30 days. Before the end of this extension period we will send the claimant: (a) a written decision on the Waiver Of Premium claim (or other benefits based on disability); or (b) a notice that we are extending the period to decide the claim for an additional 30 days. If an extension is due to the claimant's failure to provide information necessary to decide the Waiver Of Premium claim (or other benefits based on disability), the extended time period for deciding the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the period to decide the claim, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the 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, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may decide the claim based on the information we have received.

If we deny any part of the claim, we will send the claimant a written notice of denial containing:

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. A description of any additional information needed to support the claim.
4. Information concerning the claimant's right to a review of our decision.

G. Review Procedure

If all or part of a claim is denied, the claimant may request a review. The claimant must request a review in writing:

1. Within 180 days after receiving notice of the denial of a claim for Waiver Of Premium (or other benefits based on disability);
2. Within 60 days after receiving notice of the denial of any other claim.

The claimant may send us written comments or other items to support the claim. The claimant may review and receive copies of any non-privileged information that is relevant to the request for

review. There will be no charge for such copies. Our review will include any written comments or other items the claimant submits to support the claim.

We will review the claim promptly after we receive the request. With respect to all claims except Waiver Of Premium claims (or other benefits based on disability), within 60 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 60 days.

With respect to Waiver Of Premium claims (or other benefits based on disability), within 45 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days.

If an extension is due to the claimant's failure to provide information necessary to decide the claim on review, the extended time period for review of the claim will not begin until the claimant provides the information or otherwise responds.

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

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

With respect to Waiver Of Premium claims (or other benefits based on disability), the person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgement, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgement and will not be subordinate to that person. The claimant may request the names of medical or vocational experts who provided advice to us about a claim for Waiver Of Premium (or other benefits based on disability).

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

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. Information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.

(2ND REV PUB WRDG_NEW WOP WRDG) LI.CL.OT.5

ASSIGNMENT

If the amount of your Life Insurance is less than $25,000, you may not make an assignment.

If the amount of your Life Insurance is $25,000 or more, you may make an absolute assignment of all your Life and AD&D Insurance, subject to 1 through 8 below.

1. All insurance under the Group Policy, including AD&D Insurance, is assignable. Dependents Life Insurance is not assignable.
2. You may not make a collateral assignment.
3. The assignment must be absolute and irrevocable. It must transfer all rights, including:
   a. The right to change the Beneficiary;
   b. The right to buy an individual life insurance policy on your life under **Right To Convert**; and

c. The right to receive accidental dismemberment benefits.

d. The right to apply for and receive an Accelerated Benefit.

4. The assignment will apply to all of your Life and AD&D Insurance in effect on the date of the assignment or becoming effective after that date.

5. The assignment may be to any person permitted by law.

6. The assignment will have no effect unless it is: made in writing, signed by you, and delivered to the Policyholder or Employer in your lifetime. Neither we, the Policyholder, nor the Employer are responsible for the validity, sufficiency or effect of the assignment.

7. All accidental dismemberment benefits will be paid to the assignee. All death benefits will be paid according to the beneficiary designation on file with the Policyholder or Employer, and the **Benefit Payment And Beneficiary Provisions**.

8. The assignment will not change the Beneficiary, unless the assignee later changes the Beneficiary. Any payment we make according to the beneficiary designation on file with the Policyholder or Employer, and the **Benefit Payment And Beneficiary Provisions** will fully discharge us to the extent of the payment.

You may not make an assignment which is contrary to the rules in 1 through 8 above.

(ALLOWED) LI.AS.OT.2

BENEFIT PAYMENT AND BENEFICIARY PROVISIONS

A. Payment Of Benefits

1. Except as provided in item 5 below, benefits payable because of your death or coma will be paid to the Beneficiary you name. Benefits for coma will cease after the comatose condition has ceased, whether by death, recovery, or any other change in condition. See B through E of this section.

2. AD&D Insurance benefits payable for Losses other than Loss of Life or coma will be paid to the person who suffers the Loss for which benefits are payable. Any such benefits remaining unpaid at that person's death will be paid according to the provisions for payment of a death benefit.

3. The benefits below will be paid to you if you are living.

   a. AD&D Insurance benefits payable because of the death or coma of your Dependent.

   b. Dependents Life Insurance benefits.

   c. Accelerated Benefits.

4. Dependents Life Insurance benefits and AD&D Insurance benefits payable because of the death of your Dependent which are unpaid at your death will be paid in equal shares to the first surviving class of the classes below.

   a. The children of the Dependent.

   b. The parents of the Dependent.

   c. The brothers and sisters of the Dependent.

   d. Your estate.

5. Additional Benefits will be paid as follows:

   The Child Care Benefit will be paid to your surviving Spouse. No Child Care Benefit will be paid if you have no Spouse.

The Career Adjustment Benefit will be paid to your Spouse. No Career Adjustment Benefit will be paid if you have no Spouse.

The Higher Education Benefit will be paid to each eligible Child. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

The Repatriation Benefit will be paid to the person who incurs the transportation expenses.

B. Naming A Beneficiary

Beneficiary means a person you name to receive death benefits. You may name one or more Beneficiaries.

If you name two or more Beneficiaries in a class:

1. Two or more surviving Beneficiaries will share equally, unless you provide for unequal shares.
2. If you provide for unequal shares in a class, and two or more Beneficiaries in that class survive, we will pay each surviving Beneficiary his or her designated share. Unless you provide otherwise, we will then pay the share(s) otherwise due to any deceased Beneficiary(ies) to the surviving Beneficiaries pro rata based on the relationship that the designated percentage or fractional share of each surviving Beneficiary bears to the total shares of all surviving Beneficiaries.
3. If only one Beneficiary in a class survives, we will pay the total death benefits to that Beneficiary.

You may name or change Beneficiaries at any time without the consent of a Beneficiary.

Your Beneficiary designation must be the same for Life Insurance and AD&D Insurance death benefits.

You may name or change Beneficiaries in writing. Writing includes a form signed by you; or a verification from us, or our designated agent, the Policyholder, the Policyholder's designated agent, the Employer, or the Employer's designated agent of an electronic or telephonic designation made by you.

Your designation:

1. Must be dated;
2. Must be delivered to us, our designated agent, the Policyholder, the Policyholder's designated agent, the Employer, or the Employer's designated agent; during your lifetime.
3. Must relate to the insurance provided under the Group Policy; and
4. Will take effect on the date it is delivered or, if a telephonic or electronic designation, verified by us, our designated agent, the Policyholder, the Policyholder's designated agent, the Employer, or the Employer's designated agent.

If we approve it, a designation, which meets the requirements of a Prior Plan, will be accepted as your Beneficiary designation under the Group Policy.

C. Simultaneous Death Provision

If a Beneficiary or a person in one of the classes listed in item D. No Surviving Beneficiary dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary or person had died before you, unless Proof Of Loss with respect to your death is delivered to us before the date of the Beneficiary's death.

D. No Surviving Beneficiary

If you do not name a Beneficiary, or if you are not survived by one, benefits will be paid in equal shares to the first surviving class of the classes below.

1. Your Spouse. (See **Definitions**)
2. Your children.
3. Your parents.
4. Your brothers and sisters.
5. Your estate.

E. Methods Of Payment

Recipient means a person who is entitled to benefits under this **Benefit Payment and Beneficiary Provisions** section.

1. Lump Sum

   If the amount payable to a Recipient is less than $25,000, we will pay it in a lump sum.

2. Standard Secure Access Checking Account

   If the amount payable to a Recipient is $25,000, or more, we will deposit it into a Standard Secure Access checking account which:

   a. Bears interest at a rate equal to the 13-week Treasury Bill (T-Bill) auction rate, but not to exceed 5%;

   b. Is owned by the Recipient;

   c. Is subject to the terms and conditions of a confirmation certificate which will be given to the Recipient; and

   d. Is fully guaranteed by us.

3. Installments

   Payment to a Recipient may be made in installments if:

   a. The amount payable is $25,000 or more;

   b. The Recipient chooses; and

   c. We agree.

To the extent permitted by law, the amount payable to the Recipient will not be subject to any legal process or to the claims of any creditor or creditor's representative.

(FB_REPAT_ELECT/TEL DESIG_WITH DEF SP_WITH REV SSA_SPOUSE DEF TERM_THIRD PARTY DESIG) LI.BB.OT.6

ALLOCATION OF AUTHORITY

Except for those functions which the Group Policy specifically reserves to the Policyholder, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

1. The right to resolve all matters when a review has been requested;
2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;

3. The right to determine:

   a. Eligibility for insurance;

   b. Entitlement to benefits;

   c. Amount of benefits payable;

   d. Sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy any decision we make in the exercise of our authority is conclusive and binding.

LI.AL.OT.1

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.

LI.TL.OT.1

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 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 written instrument signed by you which contains the misrepresentation.

We will not use a misrepresentation to reduce or deny a claim after the insured's insurance has been in effect for two years during the lifetime of the insured.

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.

LI.IN.VA.2

CLERICAL ERROR AND MISSTATEMENT

A. Clerical Error

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

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

B. The Policyholder and your Employer act on their own behalf as your agent, and not as our agent.

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.

LI.CE.OT.2

TERMINATION OR AMENDMENT OF THE GROUP POLICY

The Group Policy may be terminated by us or the Policyholder according to its terms. It will terminate automatically for nonpayment of premium. The Policyholder may terminate the Group Policy in whole, and may terminate insurance for any class or group of Members, at any time by giving us written notice.

Benefits under the Group Policy are limited to its terms, including any valid amendment. No change or amendment will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. If the terms of the Certificate differ from the Group Policy, the terms stated in the Group Policy will govern. The Policyholder, your Employer, and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any of its terms or provisions without our signed written approval.

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

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

LI.TA.OT.1

DEFINITIONS

AD&D Insurance means accidental death and dismemberment insurance, if any, under the Group Policy.

Annual Earnings means your annual rate of earnings from your Employer. Your Annual 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**). Annual Earnings includes:

1. Contributions you make through a salary reduction agreement with your Employer to:
   a. An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), 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.

Annual Earnings does not include:

1. Bonuses.
2. Commissions.
3. Overtime pay.
4. Shift differential pay.
5. Stock options or stock bonuses.
6. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
7. Any other extra compensation.

Child means:

1. Your child from live birth through age 25; or
2. Your Disabled child who is continuously incapable of self-sustaining employment because of mental or physical handicap; and chiefly dependent upon you for support and maintenance or institutionalized because of mental retardation or physical handicap.

Child includes any of the following, if they otherwise meet the definition of Child:

i. Your adopted child; or

ii. Your stepchild, if living in your home.

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

Dependents Life Insurance means dependents life insurance, if any, under the Group Policy.

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

Evidence Of Insurability means an applicant must:

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

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

Injury means an injury to your body.

Life Insurance means life insurance under the Group Policy.

L.L.C. Owner-Employee means an individual who owns an equity interest in an Employer and is actively employed in the conduct of the Employer's business.

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

P.C. Partner means the sole active employee and majority shareholder of a professional corporation in partnership with the Policyholder.

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 Employer's group life 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.

Spouse means a person to whom you are legally married. However, for purposes of insurance under the Group Policy, Spouse does not include a person who is a full-time member of the armed forces of any country or a person from whom you are divorced.

(BASE_NO STOCK) LI.DF.VA.5

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BENEFICIARY DESIGNATION MAY NOT APPLY IN THE EVENT OF ANNULMENT OR DIVORCE

Under Virginia law (Virginia Code § 20-111.1), a revocable beneficiary designation in a policy owned by one spouse that names the other spouse as beneficiary becomes void upon the entry of a decree of annulment or divorce, and the death benefit prevented from passing to a former spouse will be paid as if the former spouse had predeceased the decedent. In the event of annulment or divorce proceedings, and if it is the intent of the parties that the beneficiary designation of the former spouse is to continue, you are advised to make certain that one of the following courses of action is taken prior to the entry of a decree of annulment or divorce: (i) change the beneficiary designation to make it irrevocable; (ii) change the ownership of the policy or contract; (iii) execute a separate written agreement stating the intention of both parties that the beneficiary designation is to remain in effect beyond the date of entry of the decree of annulment or divorce; or (iv) make certain that the decree of annulment or divorce contains a provision stating that the beneficiary designation is not to be revoked pursuant to § 20-111.1.

BENEFICIARY DESIGNATION MAY NOT APPLY IN THE EVENT OF ANNULMENT OR DIVORCE

Under Virginia law (Virginia Code § 20-111.1), a revocable beneficiary designation in a policy owned by one spouse that names the other spouse as beneficiary becomes void upon the entry of a decree of annulment or divorce, and the death benefit prevented from passing to a former spouse will be paid as if the former spouse had predeceased the decedent. In the event of annulment or divorce proceedings, and if it is the intent of the parties that the beneficiary designation of the former spouse is to continue, you are advised to make certain that one of the following courses of action is taken prior to the entry of a decree of annulment or divorce: (i) change the beneficiary designation to make it irrevocable; (ii) change the ownership of the policy or contract; (iii) execute a separate written agreement stating the intention of both parties that the beneficiary designation is to remain in effect beyond the date of entry of the decree of annulment or divorce; or (iv) make certain that the decree of annulment or divorce contains a provision stating that the beneficiary designation is not to be revoked pursuant to § 20-111.1.

STANDARD INSURANCE COMPANY

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

CERTIFICATE

GROUP LIFE INSURANCE

Policyholder:	Newport News Public Schools
Policy Number:	771398-B
Effective Date:	August 1, 2023

A Group Policy has been issued to the Policyholder. We certify that you will be insured as provided by the terms of the Group Policy. If your coverage is changed by an amendment to the Group Policy, we will provide the Policyholder with a revised Certificate or other notice to be given to you.

This policy includes an Accelerated Benefit. Death benefits will be reduced if an Accelerated Benefit is paid. The receipt of this benefit may be taxable and may affect your eligibility for Medicaid or other government benefits or entitlements. However, if you meet the definition of "terminally ill individual" according to the Internal Revenue Code Section 101, your Accelerated Benefit may be non-taxable. You should consult your personal tax and/or legal advisor before you apply for an Accelerated Benefit.

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. If the terms of the Certificate differ from the Group Policy, the terms stated in the Group Policy will govern.

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



President and CEO

GC190-LIFE/S399

Class 2 (Retired Members)

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COVERAGE FEATURES

This section contains many of the features of your group life insurance. Other provisions, including exclusions and limitations, 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:	771398-B
Type of Insurance Provided:	
Life Insurance:	Yes
Dependents Life Insurance:	Not applicable
Accidental Death And Dismemberment (AD&D) Insurance:	Not applicable
Policyholder:	Newport News Public Schools
Employer(s):	Newport News Public Schools
Group Policy Effective Date:	August 1, 2023
Policy Issued in:	Virginia

BECOMING INSURED

To become insured for Life Insurance you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; and (c) Meet the requirements in **Life Insurance** and **Active Work Provisions**. The Active Work requirement does not apply to Members who are retired and eligible on the Group Policy Effective Date. The requirements for becoming insured for coverages other than Life Insurance are set out in the text.

Definition of Member:

You are a Member if you are one of the following:

1. An active full-time employee of the Employer hired prior to July 1, 2009 participating in the City of Newport News Pension Plan who is regularly working at least 30 hours each week; or
2. An employee of the Employer who retired under the Employer's retirement program on or after July 1, 1998.

You are not a Member if you are:

1. A temporary or seasonal employee.
2. A leased employee.
3. An independent contractor.
4. A full time member of the armed forces of any country.

Class Definition: Retired Members

Classes for retired Members do not include a Member who is covered under Waiver Of Premium.

This Certificate applies to the class listed above. Other classes are also covered under the Group Policy. Contact your Employer for further information.

Eligibility Waiting Period:	You are eligible on the date you become a Member.
Evidence Of Insurability:	Required: a. For late application for Contributory insurance. b. For reinstatements if required. c. For Members eligible but not insured under the Prior Plan.

PREMIUM CONTRIBUTIONS

Life Insurance:	Noncontributory
AD&D Insurance:	Not applicable

If you are a retired Member whose Life Insurance under the Waiver Of Premium provision is scheduled to end, you may apply for Life Insurance under the Group Policy as a Retired Member within 31 days following the date your coverage under the Waiver Of Premium provision ends.

SCHEDULE OF INSURANCE

SCHEDULE OF LIFE INSURANCE

For you:

Life Insurance Benefit:	The amount of your Annual Earnings on your last full day of Active Work, rounded to the next higher multiple of $1,000, if not already a multiple of $1,000, times 2. The maximum amount if $140,000 and the minimum amount is $10,000.
Repatriation Benefit:	The expenses incurred to transport your body to a mortuary near your primary place of residence, but not to exceed $5,000 or 10% of the Life Insurance Benefit, whichever is less.

SCHEDULE OF AD&D INSURANCE

AD&D Insurance Benefit:	Not applicable

REDUCTIONS IN INSURANCE

The amount of insurance will be the amount determined from the Schedule Of Insurance, multiplied by the appropriate percentage below:

Date	Percentage
The January 1 following the first anniversary of your retirement	75%
The January 1 following the second anniversary of your retirement	50%
The January 1 following the third anniversary of your retirement	25%

However, your life insurance amount will never be reduced to an amount lower than $10,000.

OTHER BENEFITS

Waiver Of Premium:	No
Accelerated Benefit:	No

OTHER PROVISIONS

Limits on Right To Convert if Group Policy terminates or is amended:	
Minimum Time Insured:	5 years
Maximum Conversion Amount:	$10,000
Leave Of Absence Period:	365 days
Continuity Of Coverage:	Yes
Insurance Eligible For Portability:	If as a retired Member you are insured or eligible for insurance under the Group Policy, the amount eligible for portability will be reduced by the amount of coverage continued under the Group Policy, subject to the amounts below.
For you:	
Life Insurance	Yes
Minimum amount:	$10,000
Maximum amount:	$500,000
AD&D Insurance	Yes
Minimum amount:	$10,000
Maximum amount:	$500,000
Annual Earnings based on:	Earnings in effect on your last full day of Active Work.

LIFE INSURANCE

A. Insuring Clause

If you die while insured for Life Insurance, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

B. Amount Of Life Insurance

See the **Coverage Features** for the Life Insurance schedule.

C. Changes In Life Insurance

1. Increases

You must apply in writing for any elective increase in your Life Insurance.

Subject to the **Active Work Provisions**, an increase in your Life Insurance becomes effective as follows:

a. Increases Subject To Evidence Of Insurability

An increase in your Life Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.

b. Increases Not Subject To Evidence Of Insurability

An increase in your Life Insurance not subject to Evidence Of Insurability becomes effective on the first day of the calendar month coinciding with or next following the date you apply for an elective increase or the date of change in your classification or age.

An increase in your Life Insurance not subject to Evidence Of Insurability becomes effective on July 1 following the date of change in your Annual Earnings.

2. Decreases

A decrease in your Life Insurance because of a change in your classification or age becomes effective on the first day of the calendar month coinciding with or next following the date of the change.

A decrease in your Life Insurance because of a change in your Annual Earnings becomes effective on the July 1 following the date of the change.

Any other decrease in your Life Insurance becomes effective on the first day of the calendar month coinciding with or next following the date the Policyholder or your Employer receives your written request for the decrease.

D. Repatriation Benefit

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

We will pay a Repatriation Benefit if all of the following requirements are met.

1. A Life Insurance Benefit is payable because of your death.
2. You die more than 200 miles from your primary place of residence.
3. Expenses are incurred to transport your body to a mortuary near your primary place of residence.

E. When Life Insurance Becomes Effective

The **Coverage Features** states whether your Life Insurance is Contributory or Noncontributory.

If you apply for Life Insurance within 31 days following your retirement date, your Life Insurance as a retiree will be effective on your retirement date. If you do not apply within 31 days following your retirement date, you may not become insured for Life Insurance as a retiree. If your Life Insurance ends for any reason while you are a retiree, you may not become insured again as a retiree under the Group Policy.

F. When Life Insurance Ends

Life Insurance ends automatically on the earliest of:

1. The date the last period ends for which a premium was paid for your Life Insurance;
2. The date the Group Policy terminates;
3. The date your employment terminates, unless you are covered as a retired Member; and
4. The date you cease to be a Member. However, if you cease to be a Member because you are working less than the required minimum number of hours, your Life Insurance will be continued with premium payment during the following periods, unless it ends under 1 through 3 above.
   a. While your Employer is paying you at least the same Annual Earnings paid to you immediately before you ceased to be a Member.
   b. While your ability to work is limited because of Sickness, Injury, or Pregnancy.
   c. During the first 60 days of:
      (1) A temporary layoff; or
      (2) A strike, lockout, or other general work stoppage caused by a labor dispute between your collective bargaining unit and your Employer.
   d. 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.
   e. During any other scheduled leave of absence approved by your Employer in advance and in writing and lasting not more than the period shown in the **Coverage Features**.

G. Reinstatement Of Life Insurance

If your Life Insurance ends, you may become insured again as a new Member. However, 1 through 4 below will apply.

1. If your Life 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 Life Insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
3. If you exercised your Right To Convert, you must provide Evidence Of Insurability to become insured again.
4. If your Life 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.

(REPAT_RETIREES) LI.LF.OT.3X

PORTABILITY OF INSURANCE

A. Portability Of Insurance

If your insurance under the Group Policy ends because your employment with your Employer terminates or you retire under the Employer's retirement plan, you may be eligible to buy portable group insurance coverage as shown in the **Coverage Features** for yourself without submitting Evidence Of Insurability. To be eligible you must satisfy the following requirements:

1. On the date your employment terminates or you retire under the Employer's retirement plan, you must be able to perform with reasonable continuity the material duties of at least one gainful occupation for which you are reasonably fitted by education, training and experience.

   (If you are unable to meet this requirement, see the **Right To Convert** and **Waiver Of Premium** provisions for other options that may be available to you under the Group Policy.)

2. On the date your employment terminates or you retire under the Employer's retirement plan, you are under age 75.

3. On the date your employment terminates, you must have been continuously insured under the Group Policy for at least 12 consecutive months. In computing the 12 consecutive month period, we will include time insured under the Prior Plan.

4. You must apply in writing and pay the first premium directly to us at our Home Office within 31 days after the date your employment terminates or you retire under the Employer's retirement plan. You must purchase portable group life insurance coverage for yourself in order to purchase any other insurance eligible for portability.

This portable group insurance will be provided under a master Group Life Portability Insurance Policy we have issued to the Standard Insurance Company Group Insurance Trust. If approved, the certificate you will receive will be governed under the terms of the Group Life Portability Insurance Policy and will contain provisions that differ from your Employer's coverage under the Group Policy.

B. Amount Of Portable Insurance

The minimum and maximum amounts that you are eligible to buy under the Group Life Portability Insurance Policy are shown in the **Coverage Features**. You may buy less than the maximum amounts in increments of $1,000.

The combined amounts of insurance purchased under this **Portability Of Insurance** provision and the **Right To Convert** provision cannot exceed the amount in effect under the Group Policy on the day before your employment terminates or you retire under the Employer's retirement plan.

C. When Portable Insurance Becomes Effective

Portable group insurance will become effective the day after your employment with your Employer terminates, if you apply within 31 days after the date your employment terminates or you retire under the Employer's retirement plan.

If death occurs within 31 days after the date insurance ends under the Group Policy or you retire under the Employer's retirement plan, life insurance benefits, if any, will be paid according to the terms of the Group Policy in effect on the date your employment terminates or you retire under the Employer's retirement plan and not the terms of the Group Life Portability Insurance Policy. AD&D benefits, if any, will be paid according to the terms of the Group Policy or the Group Life Portability Insurance Policy, but not both. In no event will the benefits paid exceed the amount in effect under the Group Policy on the day before your employment terminates or you retire under the Employer's retirement plan.

(WITH ADAD REF) LI.TP.OT.1

CONTINUITY OF COVERAGE

A. Waiver Of Active Work Requirement

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

B. Payment Of Benefit

The benefits payable before you meet the Active Work requirement will be:

1. The benefits 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.

LI.CC.01

RIGHT TO CONVERT

A. Right To Convert

You may buy an individual policy of life insurance without Evidence Of Insurability if:

1. Your Insurance ends or is reduced due to a Qualifying Event; and
2. You apply in writing and pay us the first premium during the Conversion Period.

Except as limited under C. Limits On Right To Convert, the maximum amount you have a Right To Convert is the amount of your Insurance which ended.

B. Definitions For Right To Convert

1. Conversion Period means the 31-day period after the date of any Qualifying Event.
2. Insurance means all your insurance under the Group Policy, including insurance continued under Waiver Of Premium, but excluding AD&D Insurance.
3. Qualifying Event means termination or reduction of your Insurance for any reason except:
   a. The Member's failure to make a required premium contribution.
   b. Payment of an Accelerated Benefit.
4. You and your mean any person insured under the Group Policy.

C. Limits On Right To Convert

If your Insurance ends or is reduced because of termination or amendment of the Group Policy, 1 and 2 below will apply.

1. You may not convert Insurance which has been in effect for less than the Minimum Time Insured. See **Coverage Features**.
2. The maximum amount you have a Right To Convert is the lesser of:
   a. The amount of your Insurance which ended, minus any other group life insurance for which you become eligible during the Conversion Period; and
   b. The Maximum Conversion Amount. See **Coverage Features.**

Minor dependent children are not subject to the Minimum Time Insured and the Maximum Conversion Amount shown in **Coverage Features**.

D. The Individual Policy

You may select any form of individual life insurance policy we issue to persons of your age, except:

1. A term insurance policy;

2. A policy with disability, accidental death, or other additional benefits; or

3. A policy in an amount less than the minimum amount we issue for the form of life insurance you select.

The individual policy of life insurance will become effective on the day after the end of the Conversion Period. We will use our published rates for standard risks to determine the premium.

E. Death During The Conversion Period

If you die during the Conversion Period, we will pay a death benefit equal to the maximum amount you had a Right To Convert, whether or not you applied for an individual policy. The benefit will be paid according to the **Benefit Payment And Beneficiary Provisions**.

LI.RC.VA.1

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, the claim may be submitted in a letter to us.

B. Time Limits On Filing Proof Of Loss

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

Proof Of Loss for Waiver Of Premium must be provided within 12 months after the end of the Waiting Period. We will require further Proof Of Loss at reasonable intervals, but not more often than once a year after you have been continuously Totally Disabled for two years.

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

With respect to coma, we will require Proof Of Loss of the comatose condition at reasonable intervals. If proof is not given within 90 days, benefits payable for coma will end.

C. Proof Of Loss

Proof Of Loss means written proof that a loss occurred:

1. For which the Group Policy provides benefits;

2. Which is not subject to any exclusions; and

3. Which meets all other conditions for benefits.

Proof Of Loss includes any other information we may reasonably require in support of a claim. Proof Of Loss must be in writing and must be provided at the expense of the claimant. No benefits will be provided until we receive Proof Of Loss satisfactory to us.

D. Investigation Of Claim

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

We may have an autopsy performed at our expense, except where prohibited by law.

E. Time Of Payment

We will pay benefits within 60 days after Proof Of Loss is satisfied.

F. Notice Of Decision On Claim

We will evaluate a claim for benefits promptly after we receive it. With respect to all claims except Waiver Of Premium claims (or other benefits based on disability), within 90 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for an additional 90 days.

With respect to Waiver Of Premium claims (or other benefits based on disability), within 45 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for 30 days. Before the end of this extension period we will send the claimant: (a) a written decision on the Waiver Of Premium claim (or other benefits based on disability); or (b) a notice that we are extending the period to decide the claim for an additional 30 days. If an extension is due to the claimant's failure to provide information necessary to decide the Waiver Of Premium claim (or other benefits based on disability), the extended time period for deciding the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the period to decide the claim, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the 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, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may decide the claim based on the information we have received.

If we deny any part of the claim, we will send the claimant a written notice of denial containing:

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. A description of any additional information needed to support the claim.
4. Information concerning the claimant's right to a review of our decision.

G. Review Procedure

If all or part of a claim is denied, the claimant may request a review. The claimant must request a review in writing:

1. Within 180 days after receiving notice of the denial of a claim for Waiver Of Premium (or other benefits based on disability);
2. Within 60 days after receiving notice of the denial of any other claim.

The claimant may send us written comments or other items to support the claim. The claimant may review and receive copies of any non-privileged information that is relevant to the request for review. There will be no charge for such copies. Our review will include any written comments or other items the claimant submits to support the claim.

We will review the claim promptly after we receive the request. With respect to all claims except Waiver Of Premium claims (or other benefits based on disability), within 60 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 60 days.

With respect to Waiver Of Premium claims (or other benefits based on disability), within 45 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days.

If an extension is due to the claimant's failure to provide information necessary to decide the claim on review, the extended time period for review of the claim will not begin until the claimant provides the information or otherwise responds.

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

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

With respect to Waiver Of Premium claims (or other benefits based on disability), the person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgement, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgement and will not be subordinate to that person. The claimant may request the names of medical or vocational experts who provided advice to us about a claim for Waiver Of Premium (or other benefits based on disability).

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

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. Information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.

(2ND REV PUB WRDG_NEW WOP WRDG) LI.CL.OT.5

ASSIGNMENT

If the amount of your Life Insurance is less than $25,000, you may not make an assignment.

If the amount of your Life Insurance is $25,000 or more, you may make an absolute assignment of all your Life and AD&D Insurance, subject to 1 through 8 below.

1. All insurance under the Group Policy, including AD&D Insurance, is assignable. Dependents Life Insurance is not assignable.
2. You may not make a collateral assignment.
3. The assignment must be absolute and irrevocable. It must transfer all rights, including:
   a. The right to change the Beneficiary;
   b. The right to buy an individual life insurance policy on your life under **Right To Convert**; and
   c. The right to receive accidental dismemberment benefits.
   d. The right to apply for and receive an Accelerated Benefit.
4. The assignment will apply to all of your Life and AD&D Insurance in effect on the date of the assignment or becoming effective after that date.
5. The assignment may be to any person permitted by law.
6. The assignment will have no effect unless it is: made in writing, signed by you, and delivered to the Policyholder or Employer in your lifetime. Neither we, the Policyholder, nor the Employer are responsible for the validity, sufficiency or effect of the assignment.
7. All accidental dismemberment benefits will be paid to the assignee. All death benefits will be paid according to the beneficiary designation on file with the Policyholder or Employer, and the **Benefit Payment And Beneficiary Provisions**.

8. The assignment will not change the Beneficiary, unless the assignee later changes the Beneficiary. Any payment we make according to the beneficiary designation on file with the Policyholder or Employer, and the **Benefit Payment And Beneficiary Provisions** will fully discharge us to the extent of the payment.

You may not make an assignment which is contrary to the rules in 1 through 8 above.

(ALLOWED) LI.AS.OT.2

BENEFIT PAYMENT AND BENEFICIARY PROVISIONS

A. Payment Of Benefits

1. Except as provided in item 5 below, benefits payable because of your death will be paid to the Beneficiary you name. See B through E of this section.

2. Additional Benefits will be paid as follows:

   The Repatriation Benefit will be paid to the person who incurs the transportation expenses.

B. Naming A Beneficiary

Beneficiary means a person you name to receive death benefits. You may name one or more Beneficiaries.

If you name two or more Beneficiaries in a class:

1. Two or more surviving Beneficiaries will share equally, unless you provide for unequal shares.

2. If you provide for unequal shares in a class, and two or more Beneficiaries in that class survive, we will pay each surviving Beneficiary his or her designated share. Unless you provide otherwise, we will then pay the share(s) otherwise due to any deceased Beneficiary(ies) to the surviving Beneficiaries pro rata based on the relationship that the designated percentage or fractional share of each surviving Beneficiary bears to the total shares of all surviving Beneficiaries.

3. If only one Beneficiary in a class survives, we will pay the total death benefits to that Beneficiary.

You may name or change Beneficiaries at any time without the consent of a Beneficiary.

You may name or change Beneficiaries in writing. Writing includes a form signed by you; or a verification from us, or our designated agent, the Policyholder, the Policyholder's designated agent, the Employer, or the Employer's designated agent of an electronic or telephonic designation made by you.

Your designation:

1. Must be dated;

2. Must be delivered to us, our designated agent, the Policyholder, the Policyholder's designated agent, the Employer, or the Employer's designated agent; during your lifetime.

3. Must relate to the insurance provided under the Group Policy; and

4. Will take effect on the date it is delivered or, if a telephonic or electronic designation, verified by us, our designated agent, the Policyholder, the Policyholder's designated agent, the Employer, or the Employer's designated agent.

If we approve it, a designation, which meets the requirements of a Prior Plan, will be accepted as your Beneficiary designation under the Group Policy.

C. Simultaneous Death Provision

If a Beneficiary or a person in one of the classes listed in item D. No Surviving Beneficiary dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary or person had died before you, unless Proof Of Loss with respect to your death is delivered to us before the date of the Beneficiary's death.

D. No Surviving Beneficiary

If you do not name a Beneficiary, or if you are not survived by one, benefits will be paid in equal shares to the first surviving class of the classes below.

1. Your Spouse. (See **Definitions**)
2. Your children.
3. Your parents.
4. Your brothers and sisters.
5. Your estate.

E. Methods Of Payment

Recipient means a person who is entitled to benefits under this **Benefit Payment and Beneficiary Provisions** section.

1. Lump Sum

   If the amount payable to a Recipient is less than $25,000, we will pay it in a lump sum.

2. Standard Secure Access Checking Account

   If the amount payable to a Recipient is $25,000, or more, we will deposit it into a Standard Secure Access checking account which:

   a. Bears interest at a rate equal to the 13-week Treasury Bill (T-Bill) auction rate, but not to exceed 5%;

   b. Is owned by the Recipient;

   c. Is subject to the terms and conditions of a confirmation certificate which will be given to the Recipient; and

   d. Is fully guaranteed by us.

3. Installments

   Payment to a Recipient may be made in installments if:

   a. The amount payable is $25,000 or more;

   b. The Recipient chooses; and

   c. We agree.

To the extent permitted by law, the amount payable to the Recipient will not be subject to any legal process or to the claims of any creditor or creditor's representative.

(FB_REPAT_ELECT/TEL DESIG_WITH DEF SP_WITH REV SSA_SPOUSE DEF TERM_THIRD PARTY DESIG) LI.BB.OT.6

ALLOCATION OF AUTHORITY

Except for those functions which the Group Policy specifically reserves to the Policyholder, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

1. The right to resolve all matters when a review has been requested;
2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
3. The right to determine:
   a. Eligibility for insurance;
   b. Entitlement to benefits;
   c. Amount of benefits payable;
   d. Sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy any decision we make in the exercise of our authority is conclusive and binding.

LI.AL.OT.1

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.

LI.TL.OT.1

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 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 written instrument signed by you which contains the misrepresentation.

We will not use a misrepresentation to reduce or deny a claim after the insured's insurance has been in effect for two years during the lifetime of the insured.

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.

LI.IN.VA.2

CLERICAL ERROR AND MISSTATEMENT

A. Clerical Error

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

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

B. The Policyholder and your Employer act on their own behalf as your agent, and not as our agent.

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.

LI.CE.OT.2

TERMINATION OR AMENDMENT OF THE GROUP POLICY

The Group Policy may be terminated by us or the Policyholder according to its terms. It will terminate automatically for nonpayment of premium. The Policyholder may terminate the Group Policy in whole, and may terminate insurance for any class or group of Members, at any time by giving us written notice.

Benefits under the Group Policy are limited to its terms, including any valid amendment. No change or amendment will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. If the terms of the Certificate differ from the Group Policy, the terms stated in the Group Policy will govern. The Policyholder, your Employer, and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any of its terms or provisions without our signed written approval.

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

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

LI.TA.OT.1

DEFINITIONS

AD&D Insurance means accidental death and dismemberment insurance, if any, under the Group Policy.

Annual Earnings means your annual rate of earnings from your Employer. Your Annual 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**). Annual Earnings includes:

1. Contributions you make through a salary reduction agreement with your Employer to:
   a. An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), 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.

Annual Earnings does not include:

1. Bonuses.
2. Commissions.
3. Overtime pay.
4. Shift differential pay.
5. Stock options or stock bonuses.
6. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
7. Any other extra compensation.

Child means:

1. Your child from live birth through age 25; or
2. Your Disabled child who is continuously incapable of self-sustaining employment because of mental or physical handicap; and chiefly dependent upon you for support and maintenance or institutionalized because of mental retardation or physical handicap.

Child includes any of the following, if they otherwise meet the definition of Child:

i. Your adopted child; or

ii. Your stepchild, if living in your home.

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

Dependents Life Insurance means dependents life insurance, if any, under the Group Policy.

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

Evidence Of Insurability means an applicant must:

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

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

Injury means an injury to your body.

Life Insurance means life insurance under the Group Policy.

L.L.C. Owner-Employee means an individual who owns an equity interest in an Employer and is actively employed in the conduct of the Employer's business.

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

P.C. Partner means the sole active employee and majority shareholder of a professional corporation in partnership with the Policyholder.

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 Employer's group life 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.

Spouse means a person to whom you are legally married. However, for purposes of insurance under the Group Policy, Spouse does not include a person who is a full-time member of the armed forces of any country or a person from whom you are divorced.

(BASE_NO STOCK) LI.DF.VA.5

ALIC99X

Newport News Public Schools

Life and Disability RFP

2026

Life Insurance Attachment: Active and Retirees

The Schools would like to see proposals of basic life insurance for both Active and Retirees in the amount of $140,000.

The Schools would like to see proposals of basic life insurance for both Active and Retirees in the amount of $150,000

The following employees are covered under Group Policy Amendment No.1. These employees are not eligible for AD&D Insurance, Waiver of Premium, or Accelerated benefits. These employees are not subject to reduction due to age. Only employees listed below should be included in the proposal. Please omit other listed in the Group Amendment No. 1.:

Dutch Lorene	$10,000
Greenwood Vona	$10,000
Lutterloh Hilde	$10,000
McCall Irene	$10,000
McLain Zora	$10,000
Palmer Betty	$10,000
Rhodall Eloise	$10,000
Webb Elsie	$10,000
Williams Cassandra	$10,000
Wright Orpha	$10,000
Branch Louise	$10,000
Chapman Marie	$10,000
Clark Annie	$10,000
Dillard Pauline	$10,000

Newport News Public Schools

Life and Disability RFP

2026

Life Insurance Attachment: Active and Retirees

Edlow Audrey	$10,000
Fentress Bertha	$10,000
Gatling Barbara	$10,000
Gurley Earlene	$10,000
Harris Mae	$10,000
Hawkins Ruby	$10,000
Mann Alberta	$10,000
Moore Nira	$10,000
Music Lorraine	$10,000
Patterson Beatrice	$10,000
Stephenson Mable	$10,000
UpShur Betsy	$10,000
West Mary Eunice	$10,000
Williams Clementine	$10,000
Williams Marjorie	$10,000
Williams Mary	$10,000

GROUP POLICY AMENDMENT NO. 1

Attached to and made a part of Group Policy 771398-B issued to
Newport News Public Schools as Policyholder.

Effective August 1, 2023, the Group Policy is amended to provide that the following individuals are deemed to be Members under the Group Policy, subject to the following:

1. The Active Work Requirement does not apply on the Group Policy Effective Date for the following Members.
2. The following Members are not eligible for AD&D Insurance, Waiver Of Premium, or Accelerated Benefits.
3. The Life Insurance Benefit amounts for the following Members are not subject to reduction due to age.
4. The Life Insurance Benefit amounts for these Members are as follows:

Artis	Lizzie	$5,000.00
Curry	Virginia	$5,000.00
Dutch	Lorene	$5,000.00
Greenwood	Vona	$5,000.00
Lutterloh	Hilde	$5,000.00
McCall	Irene	$5,000.00
McLain	Zora	$5,000.00
Palmer	Betty	$5,000.00
Parker	Clementine	$5,000.00
Rhodall	Eloise	$5,000.00
Webb	Elsie	$5,000.00
Williams	Cassandra	$5,000.00
Wright	Orpha	$5,000.00
Bailey	Dorothy	$10,000.00
Banks	Elsie	$10,000.00
Berry	Ollie	$10,000.00
Branch	Louise	$10,000.00
Britton	Dixie	$10,000.00
Capps	Ora	$10,000.00
Chapman	Marie	$10,000.00
Clark	Annie	$10,000.00
Dennis	Alberta	$10,000.00
Dillard	Pauline	$10,000.00
Edlow	Audrey	$10,000.00
Fentress	Bertha	$10,000.00
Gatling	Barbara	$10,000.00
Geithman	Teresa	$10,000.00
Grice	Frances	$10,000.00
Gurley	Earlene	$10,000.00

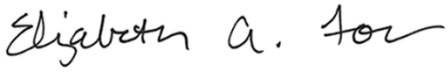
Harris	Mae	$10,000.00
Hawkins	Ruby	$10,000.00
Malcolm	Vergie	$10,000.00
Mann	Alberta	$10,000.00
Moore	Nira	$10,000.00
Music	Lorraine	$10,000.00
Patterson	Beatrice	$10,000.00
Stephenson	Mable	$10,000.00
Upshur	Betsy	$10,000.00
West	Mary Eunice	$10,000.00
Williams	Clementine	$10,000.00
Williams	Marjorie	$10,000.00
Williams	Mary	$10,000.00
Williams	Velma	$10,000.00

STANDARD INSURANCE COMPANY

By



President and CEO



Corporate Secretary

✓

Life Amendment 2

GROUP POLICY AMENDMENT NO. 2

Attached to and made a part of Group Policy 771398-B issued to
Newport News Public Schools as Policyholder.

Effective August 1, 2023, the Reductions In Insurance portion of the **Coverage Features** is amended to read as follows:

Active Members: Your insurance will not be reduced because of your age unless your insurance is subject to termination under the Waiver of Premium provision.

Retired Members: the amount of insurance will be the amount determined from the Schedule Of Insurance, multiplied by the appropriate percentage below:

See Attachment A for calculation

Date	Percentage
The January 1 following the first anniversary of your retirement	75%
The January 1 following the second anniversary of your retirement	50%
The January 1 following the third anniversary of your retirement	25%

However, your life insurance amount will never be reduced to an amount lower than $10,000.

STANDARD INSURANCE COMPANY

By

President and CEO

Elizabeth A. Fox

Corporate Secretary

YOUR BENEFIT PLAN

Newport News Public Schools

All Full-Time Exempt Employees

Disability Income Insurance: Short Term Benefits

Certificate Date: August 1, 2019

Newport News Public Schools
12465 Warwick Blvd.
Newport News, VA 23606

TO OUR EMPLOYEES:

All of us appreciate the protection and security insurance provides.

This certificate describes the benefits that are available to you. We urge you to read it carefully.

Newport News Public Schools



Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

CERTIFICATE OF INSURANCE

Metropolitan Life Insurance Company ("MetLife"), a stock company, certifies that You are insured for the benefits described in this certificate, subject to the provisions of this certificate. This certificate is issued to You under the Group Policy and it includes the terms and provisions of the Group Policy that describe Your insurance. **PLEASE READ THIS CERTIFICATE CAREFULLY.**

This certificate is part of the Group Policy. The Group Policy is a contract between MetLife and the Policyholder and may be changed or ended without Your consent or notice to You.

Policyholder:	Newport News Public Schools
Group Policy Number:	221628-1-G
Type of Insurance:	Disability Income Insurance: Short Term Benefits
MetLife Toll Free Number(s): For Claim Information	FOR DISABILITY INCOME CLAIMS: 1-800-300-4296

THIS CERTIFICATE ONLY DESCRIBES DISABILITY INSURANCE.

THE BENEFITS OF THE POLICY PROVIDING YOUR COVERAGE ARE GOVERNED PRIMARILY BY THE LAW OF A STATE OTHER THAN FLORIDA.

THE GROUP INSURANCE POLICY PROVIDING COVERAGE UNDER THIS CERTIFICATE WAS ISSUED IN A JURISDICTION OTHER THAN MARYLAND AND MAY NOT PROVIDE ALL THE BENEFITS REQUIRED BY MARYLAND LAW.

For New Hampshire Residents: 30 Day Right to Examine Certificate.
Please read this Certificate. You may return the Certificate to Us within 30 days from the date You receive it. If you return it within the 30 day period, the Certificate will be considered never to have been issued and We will refund any premium paid for insurance under this Certificate.

WE ARE REQUIRED BY STATE LAW TO INCLUDE THE NOTICE(S) WHICH APPEAR ON THIS PAGE AND IN THE NOTICE(S) SECTION WHICH FOLLOWS THIS PAGE. PLEASE READ THE(SE) NOTICE(S) CAREFULLY.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call MetLife's toll free telephone number for information or to make a complaint at:

1-800-300-4296

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Web: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact MetLife first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR CERTIFICATE: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de MetLife's para obtener información o para presentar una queja al:

1-800-300-4296

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Sitio Web: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES: Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con MetLife primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU CERTIFICADO: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

NOTICE FOR RESIDENTS OF ALL STATES

WORKERS' COMPENSATION
This certificate does not replace or affect any requirement for coverage by workers' compensation insurance.

MANDATORY DISABILITY INCOME BENEFIT LAWS
For Residents of California, Hawaii, New Jersey, New York, Rhode Island and Puerto Rico
This certificate does not affect any requirement for any government mandated temporary disability income benefits law.

NOTICE FOR RESIDENTS OF ARKANSAS

If You have a question concerning Your coverage or a claim, first contact the Policyholder or group account administrator. If, after doing so, You still have a concern, You may call the toll free telephone number shown on the Certificate Face Page.

If You are still concerned after contacting both the Policyholder and MetLife, You should feel free to contact:

Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, Arkansas 72201
(501) 371-2640 or (800) 852-5494

NOTICE FOR RESIDENTS OF CALIFORNIA

IMPORTANT NOTICE

TO OBTAIN ADDITIONAL INFORMATION, OR TO MAKE A COMPLAINT, CONTACT THE POLICYHOLDER OR METLIFE AT:

METROPOLITAN LIFE INSURANCE COMPANY
ATTN: CONSUMER RELATIONS DEPARTMENT
500 SCHOOLHOUSE ROAD
JOHNSTOWN, PA 15904

1-800-438-6388

IF, AFTER CONTACTING THE POLICYHOLDER AND/OR METLIFE, YOU FEEL THAT A SATISFACTORY SOLUTION HAS NOT BEEN REACHED, YOU MAY FILE A COMPLAINT WITH THE CALIFORNIA DEPARTMENT OF INSURANCE DEPARTMENT AT:

DEPARTMENT OF INSURANCE
CONSUMER SERVICES
300 SOUTH SPRING STREET
LOS ANGELES, CA 90013

WEBSITE: http://www.insurance.ca.gov/

1-800-927-4357 (within California)
1-213-897-8921 (outside California)

NOTICE FOR RESIDENTS OF CONNECTICUT

MANDATORY REHABILITATION

This certificate contains a mandatory rehabilitation provision, which may require you to participate in vocational training or physical therapy when appropriate.

NOTICE FOR RESIDENTS OF GEORGIA

IMPORTANT NOTICE

The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.

NOTICE FOR RESIDENTS OF IDAHO

If You have a question concerning Your coverage or a claim, first contact the Policyholder. If, after doing so, You still have a concern, You may call the toll free telephone number shown on the Certificate Face Page.

If You are still concerned after contacting both the Policyholder and MetLife, You should feel free to contact:

Idaho Department of Insurance
Consumer Affairs
700 West State Street, 3rd Floor
PO Box 83720
Boise, Idaho 83720-0043
1-800-721-3272 (for calls placed within Idaho) or 208-334-4250 or www.DOI.Idaho.gov

NOTICE FOR RESIDENTS OF ILLINOIS

IMPORTANT NOTICE

To make a complaint to MetLife, You may write to:

MetLife
200 Park Avenue
New York, New York 10166

The address of the Illinois Department of Insurance is:

Illinois Department of Insurance
Public Services Division
Springfield, Illinois 62767

NOTICE FOR RESIDENTS OF INDIANA

Questions regarding your policy or coverage should be directed to:

Metropolitan Life Insurance Company

1-800-438-6388

If you (a) need the assistance of the government agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance
Consumer Services Division
311 West Washington Street, Suite 300
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaint can be filed electronically at www.in.gov/idoi

NOTICE FOR MASSACHUSETTS RESIDENTS

CONTINUATION OF DISABILITY INCOME INSURANCE

1. If Your Disability Income Insurance ends due to a Plant Closing or Covered Partial Closing, such insurance will be continued for 90 days after the date it ends.

2. If Your Disability Income Insurance ends because:

    - You cease to be in an Eligible Class; or
    - Your employment terminates;

for any reason other than a Plant Closing or Covered Partial Closing, such insurance will continue for 31 days after the date it ends.

Continuation of Your Disability Income Insurance under the CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT subsection will end before the end of continuation periods shown above if You become covered for similar benefits under another plan.

Plant Closing and **Covered Partial Closing** have the meaning set forth in Massachusetts Annotated Laws, Chapter 151A, Section 71A.

NOTICE FOR RESIDENTS OF TEXAS

THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.

NOTICE FOR RESIDENTS OF UTAH

Notice of Protection Provided by
Utah Life and Health Insurance Guaranty Association

This notice provides a brief summary of the Utah Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Utah law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, health, or annuity insurance company becomes financially unable to meet its obligations and is taken over by its insurance regulatory agency. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Utah law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association are:

- Life Insurance
  - o $500,000 in death benefits
  - o $200,000 in cash surrender or withdrawal values
- Health Insurance
  - o $500,000 in hospital, medical and surgical insurance benefits
  - o $500,000 in long-term care insurance benefits
  - o $500,000 in disability income insurance benefits
  - o $500,000 in other types of health insurance benefits
- Annuities
  - o $250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is $500,000. Special rules may apply with regard to hospital, medical and surgical insurance benefits.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. Coverage is conditioned on residency in this state and there are substantial limitations and exclusions. For a complete description of coverage, consult Utah Code, Title 3 IA, Chapter 28.

Insurance companies and agents are prohibited by Utah law to use the existence of the Association or its coverage to encourage you to purchase insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between Utah law and this notice, Utah law will control.

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at www.utlifega.org or contact:

Utah Life and Health Insurance Guaranty Assoc.
60 East South Temple, Suite 500
Salt Lake City UT 84111
(801) 320-9955

Utah Insurance Department
3110 State Office Building
Salt Lake City UT 84114-6901
(801) 538-3800

A written complaint about misuse of this Notice or the improper use of the existence of the Association may be filed with the Utah Insurance Department at the above address.

NOTICE FOR RESIDENTS OF THE STATE OF VERMONT

Vermont law provides that the following apply to Your certificate:

Domestic Partner means each of two people, one of whom is an Employee of the Policyholder, who have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available.

Wherever the term "**Spouse**" appears in this certificate it shall, unless otherwise specified, be read to include Your Domestic Partner.

Wherever the term "step-child" appears in this certificate it shall be read to include the children of Your Domestic Partner.

NOTICE FOR RESIDENTS OF VIRGINIA

IMPORTANT INFORMATION REGARDING YOUR INSURANCE

In the event You need to contact someone about this insurance for any reason please contact Your agent. If no agent was involved in the sale of this insurance, or if You have additional questions You may contact the insurance company issuing this insurance at the following address and telephone number:

MetLife
200 Park Avenue
New York, New York 10166
Attn: Corporate Consumer Relations Department

To phone in a claim related question, You may call Claims Customer Service at:
1-800-275-4638

If You have been unable to contact or obtain satisfaction from the company or the agent, You may contact the Virginia State Corporation Commission's Bureau of Insurance at:

The Office of the Managed Care Ombudsman
Bureau of Insurance
P.O. Box 1157
Richmond, VA 23218
1-877-310-6560 - toll-free
1-804-371-9944 - fax
www.scc.virginia.gov - web address
ombudsman@scc.virginia.gov - email

NOTICE FOR RESIDENTS OF THE STATE OF WASHINGTON

Washington law provides that the following apply to Your certificate:

Wherever the term "**Spouse"** appears in this certificate it shall, unless otherwise specified, be read to include Your Domestic Partner.

Domestic Partner means each of two people, one of whom is an Employee of the Policyholder, who have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available.

Wherever the term "step-child" appears in this certificate it shall be read to include the children of Your Domestic Partner.

NOTICE FOR RESIDENTS OF WISCONSIN

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? - If You are having problems with Your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve Your problem.

MetLife
Attn: Corporate Consumer Relations Department
200 Park Avenue
New York, New York 10166
1-800-438-6388

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by contacting:

Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873
1-800-236-8517 outside of Madison or 608-266-0103 in Madison.

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SCHEDULE OF BENEFITS

This schedule shows the benefits that are available under the Group Policy. You will only be insured for the benefits:

- for which You become and remain eligible;
- which You elect, if subject to election; and
- which are in effect.

BENEFIT	BENEFIT AMOUNT AND HIGHLIGHTS

Disability Income Insurance For You: Short Term Benefits

Weekly Benefit is based on Your amount of accumulated sick leave as follows:

Less than 15 days……	$62, subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section
15 but less than 25 days…….……..	$64, subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section
25 but less than 35 days…….……..	$66, subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section
35 but less than 45 days…….……..	$68, subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section
45 but less than 90 days…….……..	$70, subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section
90 but less than 110 days…….……..	$75, subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section
110 but less than 130 days…….……..	$80, subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section
130 but less than 150 days…….……..	$85, subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section
150 but less than 170 days…….……..	$90, subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section
170 or more days…….……..	$95, subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section
Minimum Weekly Benefit……	NONE
Elimination Period……	**For Injury** • none **For Sickness** • 2 days of Disability
Maximum Benefit Period……	104 weeks
Rehabilitation Incentives……	Yes

Additional Benefits:

Organ Donor Benefit……...	Yes

DEFINITIONS

As used in this certificate, the terms listed below will have the meanings set forth below. When defined terms are used in this certificate, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

Actively at Work or Active Work means that You are performing all of the usual and customary duties of Your job on a Full-Time basis. This must be done at:

- the Policyholder's place of business;
- an alternate place approved by the Policyholder; or
- a place to which the Policyholder's business requires You to travel.

You will be deemed to be Actively at Work during weekends or Policyholder approved vacations, holidays or business closures if You were Actively at Work on the last scheduled work day preceding such time off.

Appropriate Care and Treatment means medical care and treatment that is:

- given by a Physician whose medical training and clinical specialty are appropriate for treating Your Disability;
- consistent in type, frequency and duration of treatment with relevant guidelines of national medical research, health care coverage organizations and governmental agencies;
- consistent with a Physician's diagnosis of Your Disability; and
- intended to maximize Your medical and functional improvement.

Beneficiary means the person(s) to whom We will pay insurance as determined in accordance with the GENERAL PROVISIONS section.

Disabled or **Disability** means that, due to Sickness or as a direct result of accidental injury:

- You are receiving Appropriate Care and Treatment and complying with the requirements of such treatment; and
- You are unable to earn:
    - more than 80% of Your Predisability Earnings at Your Own Occupation from any employer.

For purposes of determining whether a Disability is the direct result of an accidental injury, the Disability must have occurred within 90 days of the accidental injury and resulted from such injury independent of other causes.

If Your occupation requires a license, the fact that You lose Your license for any reason will not, in itself, constitute Disability.

Elimination Period means the period of Your Disability during which We do not pay benefits. The Elimination Period begins on the day You become Disabled and continues for the period shown in the SCHEDULE OF BENEFITS.

Full-Time means Active Work of at least 30 hours per week on the Policyholder's regular work schedule for the eligible class of employees to which You belong.

Noncontributory Insurance means insurance for which the Policyholder does not require You to pay any part of the premium.

Organ Transplant Procedure means the surgical removal of any one or more of Your organs for the purpose of transplanting to another person.

Own Occupation means the essential functions You regularly perform that provide Your primary source of earned income.

DEFINITIONS (continued)

Physician means:

- a person licensed to practice medicine in the jurisdiction where such services are performed; or
- any other person whose services, according to applicable law, must be treated as Physician's services for purposes of the Group Policy. Each such person must be licensed in the jurisdiction where he performs the service and must act within the scope of that license. He must also be certified and/or registered if required by such jurisdiction.

The term does not include:

- You;
- Your Spouse; or
- any member of Your immediate family including Your and/or Your Spouse's:
  - parents;
  - children (natural, step or adopted);
  - siblings;
  - grandparents; or
  - grandchildren.

Policyholder's Retirement Plan means a plan which:

- provides retirement benefits to employees; and
- is funded in whole or in part by Policyholder contributions.

The term does not include:

- profit sharing plans;
- thrift or savings plans;
- non-qualified plans of deferred compensation;
- plans under IRC Section 401(k) or 457;
- individual retirement accounts (IRA);
- tax sheltered annuities (TSA) under IRC Section 403(b);
- stock ownership plans; or
- Keogh (HR-10) plans.

Predisability Earnings means gross salary or wages You were earning from the Policyholder as of Your last day of Active Work before Your Disability began. We calculate this amount on a weekly basis.

The term includes:

- contributions You were making through a salary reduction agreement with the Policyholder to any of the following:
  - an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;
  - an executive non-qualified deferred compensation arrangement; and
  - Your fringe benefits under an IRC Section 125 plan.

The term does not include:

- commissions;
- awards and bonuses;
- overtime pay;
- the grant, award, sale, conversion and/or exercise of shares of stock or stock options;
- the Policyholder's contributions on Your behalf to any deferred compensation arrangement or pension plan; or
- any other compensation from the Policyholder.

Proof means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for any benefit described in this certificate. When a claim is made for any benefit described in this certificate, Proof must establish:

- the nature and extent of the loss or condition;
- Our obligation to pay the claim; and
- the claimant's right to receive payment.

Proof must be provided at the claimant's expense.

Rehabilitation Program means a program that has been approved by us for the purpose of helping You return to work. It may include, but is not limited to, Your participation in one or more of the following activities:

- return to work on a modified basis with a goal of resuming employment for which You are reasonably qualified by training, education, experience and past earnings;
- on-site job analysis;
- job modification/accommodation;
- training to improve job-seeking skills;
- vocational assessment;
- short-term skills enhancement;
- vocational training; or
- restorative therapies to improve functional capacity to return to work.

Sickness means illness, disease or pregnancy, including complications of pregnancy.

Signed means any symbol or method executed or adopted by a person with the present intention to authenticate a record, which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

Spouse means Your lawful spouse.

We, Us and **Our** mean MetLife.

Written or **Writing** means a record which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

You and **Your** mean an employee who is insured under the Group Policy for the insurance described in this certificate.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU

ELIGIBLE CLASS(ES)

All Full-Time exempt employees of the Policyholder, excluding temporary or seasonal employees.

DATE YOU ARE ELIGIBLE FOR INSURANCE

You may only become eligible for the insurance available for Your eligible class as shown in the SCHEDULE OF BENEFITS.

If You are in an eligible class on August 1, 2019, You will be eligible for the insurance described in this certificate on that date.

If You enter an eligible class after August 1, 2019, You will be eligible for insurance on the date You enter that class.

ENROLLMENT PROCESS

If You are eligible for insurance, You may enroll for such insurance by completing an enrollment form.

DATE YOUR INSURANCE TAKES EFFECT

Rules for Noncontributory Insurance

When You complete the enrollment process for Noncontributory Insurance, such insurance will take effect on the date You become eligible, provided You are Actively at Work on that date.

If You are not Actively at Work on the date the Noncontributory Insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

DATE YOUR INSURANCE ENDS

Your insurance will end on the earliest of:

1. the date the Group Policy ends; or
2. the date insurance ends for Your class; or
3. the end of the period for which the last premium has been paid for You; or
4. the date You cease to be in an eligible class. You will cease to be in an eligible class on the date You cease Active Work in an eligible class, if You are not Disabled on that date; or
5. the date Your employment ends; or
6. the date You retire in accordance with the date Your employment ends.

In certain cases insurance may be continued as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT.

Reinstatement of Disability Income Insurance

If Your insurance ends, You may become insured again as follows:

1. If Your insurance ends because:

   - You cease to be in an eligible class; or
   - Your employment ends; and

   You become a member of an eligible class again within 3 months of the date Your insurance ended, You will not have to complete a new Waiting Period or provide evidence of Your insurability.

2. If Your insurance ends because you cease making the required premium while on an approved Family and Medical Leave Act (FMLA) or other legally mandated leave of absence, and you become a member of an eligible class within 31 days of the earlier of:

   - The end of the period of leave You and the Policyholder agreed upon; or
   - The end of the eligible leave period required under the FMLA or other similar legally mandated leave of absence law,

   You will not have to complete a new Waiting Period or provide evidence of Your insurability.

3. In all other cases where Your insurance ends because the required premium for Your insurance has ceased to be paid, You will be required to provide evidence of Your insurability.

SPECIAL RULES FOR GROUPS PREVIOUSLY INSURED UNDER A PLAN OF DISABILITY INCOME INSURANCE

To prevent a loss of insurance because of a change in insurance carriers, the following rules will apply if this Disability Income Insurance:

- replaces a plan of group disability income insurance provided to You by the Policyholder; or
- replaces a Prior Plan of group disability income insurance provided to You by a former employer; when the replacement results from the Policyholder's acquisition of, merger with or other combination with that employer.

Prior Plan means the plan of group disability income insurance provided to You by the Policyholder through another carrier on the day before the Replacement Date.

Replacement Date means the effective date of the Disability Income Insurance under the Group Policy.

Rules for When Insurance Takes Effect if You were Insured Under the Prior Plan on the Day Before the Replacement Date:

- **If You are Actively at Work on the day before the Replacement Date**, You will become insured for Disability Income Insurance under this certificate on the Replacement Date.
- **If You are <u>not</u> Actively at Work on such date because you are Disabled, and the Prior Plan that You were covered under on the day before the Replacement Date was an insured plan**, You will become insured for Disability Income Insurance under this certificate on the Replacement Date. However, if the Prior Plan that You were covered under on the day before the Replacement Date was a self-funded plan, You will become insured for Disability Income Insurance under this certificate on the date You return to Active Work.

  We will credit any time You accumulated toward the Elimination Period under the Prior Plan to the satisfaction of the Elimination Period required to be met under this certificate.

  Any benefits paid for such Disability will be equal to those that would have been payable to You under the Prior Plan less any amount for which the prior carrier is liable.

  Benefit payments for such Disability will end on the earliest of:

  - the date that payments end under the subsection DATE BENEFIT PAYMENTS END in this certificate; or
  - the date that payments would have ended under the provisions of the Prior Plan of Insurance.

- **If You are <u>not</u> Actively at Work on such date for any other reason,** You will become insured for Disability Income Insurance under this certificate on the date you return to Active Work, provided however, if You are on a Policyholder approved leave of absence on the Replacement Date, You will become insured for Disability Income Insurance on the Replacement Date. However, Your insurance under this certificate will end on the date Your approved leave of absence ends if You do not return to Active Work on such date.

Rules for When Insurance Takes Effect if You were <u>Not</u> Insured Under the Prior Plan on the Day Before the Replacement Date:

- You will be eligible for Disability Income Insurance under this certificate when you meet the eligibility requirements for such insurance as described in ELIGIBILITY PROVISIONS: INSURANCE FOR YOU; and
- We will credit any time You accumulated under the Prior Plan toward the eligibility waiting period under the Prior Plan to the satisfaction of the eligibility waiting period required to be met under this certificate.

SPECIAL RULES FOR GROUPS PREVIOUSLY INSURED UNDER A PLAN OF DISABILITY INCOME INSURANCE (continued)

Rules for Temporary Recovery from a Disability under the Prior Plan

We will waive the Elimination Period that would otherwise apply to a Disability under this certificate if You:

- received benefits for a disability that began under the Prior Plan ("Prior Plan's disability");
- returned to work as an active Full-Time employee prior to the Replacement Date;
- become Disabled, as defined in this certificate, after the Replacement Date and within 90 days of Your return to work due to a sickness or accidental injury that is the same as or related to the Prior Plan's disability;
- are no longer entitled to benefit payments for the Prior Plan's disability since You are no longer insured under such Plan; and
- would have been entitled to benefit payments with no further elimination period under the Prior Plan, had it remained in force.

CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT

FOR FAMILY AND MEDICAL LEAVE

Certain leaves of absence may qualify for continuation of insurance under the Family and Medical Leave Act of 1993 (FMLA), or other legally mandated leave of absence or similar laws. Please contact the Policyholder for information regarding such legally mandated leave of absence laws.

AT THE POLICYHOLDER'S OPTION

The Policyholder has elected to continue insurance by paying premiums for employees who are not Disabled and cease Active Work in an eligible class for any of the reasons specified below.

Disability Income Insurance will continue for the following periods:

1. for the period You cease Active Work in an eligible class due to injury or sickness, up to 12 months;
2. for Disability Income Insurance: Short Term Benefits, for the period You cease Active Work in an eligible class due to any other Policyholder approved leave of absence, up to 12 months.

   For purposes of this provision, leave of absence does not include a furlough. Furlough means an employer-mandated leave of absence.

At the end of any of the continuation periods listed above, Your insurance will be affected as follows:

- if You resume Active Work in an eligible class at this time, You will continue to be insured under the Group Policy;
- if You do not resume Active Work in an eligible class at this time, Your employment will be considered to end and Your insurance will end in accordance with the DATE YOUR INSURANCE ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOU.

EVIDENCE OF INSURABILITY

No evidence of insurability is required for the insurance described in this certificate.

If You become Disabled while insured, Proof of Disability must be sent to Us. When We receive such Proof, We will review the claim. If We approve the claim, We will pay the Weekly Benefit up to the Maximum Benefit Period shown in the SCHEDULE OF BENEFITS, subject to the Date Benefit Payments End section.

To verify that You continue to be Disabled without interruption after Our initial approval of the Disability claim, We may periodically request that You send Us Proof that You continue to be Disabled. Such Proof may include physical exams, exams by independent medical examiners, in-home interviews, or functional capacity exams, as needed.

While You are Disabled, the Weekly Benefits described in this certificate will not be affected if:

- Your insurance ends; or
- the Group Policy is amended to change the plan of benefits for Your class.

BENEFIT PAYMENT

If We approve Your claim, benefits will begin to accrue on the day after the day You complete Your Elimination Period. We will pay the first Weekly Benefit one week after the date benefits begin to accrue. We will make subsequent payments weekly thereafter so long as You remain Disabled. Payment will be based on the number of days You are Disabled during each week. For any partial week of Disability, payment will be made at the daily rate of 1/7th of the Weekly Benefit payable.

We will pay Weekly Benefits to You. If You die, We will pay the amount of any due and unpaid benefits as described in the GENERAL PROVISIONS subsection entitled Disability Income Benefit Payments: Who We Will Pay.

RECOVERY FROM A DISABILITY

For purposes of this subsection, the term Active Work only includes those days You actually work.

The provisions of this subsection will not apply if Your insurance has ended and You are eligible for coverage under another group short term disability plan.

If You Return to Active Work Before Completing Your Elimination Period

If You return to Active Work before completing Your Elimination Period and then become Disabled, You will have to complete a new Elimination Period.

If You Return to Active Work After Completing Your Elimination Period

If You return to Active Work after You begin to receive Weekly Benefits, We will consider You to have recovered from Your Disability.

If You return to Active Work for a period of 15 days or less, and then become Disabled again due to the same or related Sickness or accidental injury, We will not require You to complete a new Elimination Period. For the purpose of determining Your benefits, We will consider such Disability to be a part of the original Disability and will use the same Predisability Earnings and apply the same terms, provisions and conditions that were used for the original Disability.

REHABILITATION INCENTIVES

Rehabilitation Program Incentive

If You participate in a Rehabilitation Program, We will increase Your Weekly Benefit by an amount equal to 10% of the Weekly Benefit. We will do so before We reduce Your Weekly Benefit by any Other Income.

Work Incentive

If You work while You are Disabled and receiving Weekly Benefits, Your Weekly Benefit will be adjusted as follows:

- Your Weekly Benefit will be increased by Your Rehabilitation Program Incentive, if any; and

- reduced by Other Income as defined in the DISABILITY INCOME INSURANCE: INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section.

Your Weekly Benefit as adjusted above will not be reduced by the amount You earn from working, except to the extent that such adjusted Weekly Benefit plus the amount You earn from working and the income You receive from Other Income exceeds 100% of Your Predisability Earnings as calculated in the definition of Disability.

Family Care Incentive

If You work or participate in a Rehabilitation Program while You are Disabled, We will reimburse You for up to $100 for weekly expenses You incur for each family member to provide:

- care for Your or Your Spouse's child, legally adopted child, or child for whom You or Your Spouse are legal guardian and who is:

    - living with You as part of Your household;
    - dependent on You for support; and
    - under age 13.

The child care must be provided by a licensed child care provider who may not be a member of Your immediate family or living in Your residence.

- care to Your family member who is:

    - living with You as part of Your household;
    - chiefly dependent on You for support; and
    - incapable of independent living, regardless of age, due to mental or physical handicap as defined by applicable law.

Care to Your family member may not be provided by a member of Your immediate family.

We will make reimbursement payments to You on a weekly basis starting with the 4th Weekly Benefit payment. Payments will not be made beyond the Maximum Benefit Period. We will not reimburse You for any expenses for which You are eligible for payment from any other source. You must send Proof that You have incurred such expenses.

Moving Expense Incentive

If You participate in a Rehabilitation Program while You are Disabled, We may reimburse You for expenses You incur in order to move to a new residence recommended as part of such Rehabilitation Program. Such expenses must be approved by Us in advance.

You must send Proof that You have incurred such expenses for moving.

We will not reimburse You for such expenses if they were incurred for services provided by a member of Your immediate family or someone who is living in Your residence.

DISABILITY INCOME INSURANCE: INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT

We will reduce Your Disability benefit by the amount of all Other Income. Other Income includes the following:

1. any disability or retirement benefits which You, Your Spouse or child(ren) receive because of Your disability or retirement under:
   - Federal Social Security Act;
   - Railroad Retirement Act;
   - any state, public or federal employee retirement or disability plan. You must apply for such benefits through the highest appeal level that is applicable to such benefits and available under the plan; or
   - any pension or disability plan of any other nation or political subdivision thereof.
2 any retirement benefits which You receive under the Federal Social Security Act;
3. any income received for disability or retirement under the Policyholder's Retirement Plan, to the extent that it can be attributed to the Policyholder's contributions;
   - a government compulsory benefit plan or program which provides payment for loss of time from Your job due to Your disability, whether such payment is made directly by the plan or program, or through a third party;
   - a self-funded plan, or other arrangement if the Policyholder contributes toward it or makes payroll deductions for it;
   - unemployment insurance law or program;
   - any income that You receive from working while Disabled to the extent that such income reduces the amount of Your Weekly Benefit as described in REHABILITATION INCENTIVES. This includes but is not limited to salary, commissions, overtime pay, bonus or other extra pay arrangements from any source.

REDUCING YOUR DISABILITY BENEFIT BY THE ESTIMATED AMOUNT OF YOUR SOCIAL SECURITY BENEFITS

If there is a reasonable basis for You to apply for benefits under the Federal Social Security Act, We expect You to apply for them. To apply for Social Security benefits means to pursue such benefits until You receive approval from the Social Security Administration, or a notice of denial of benefits from an administrative law judge.

We will reduce the amount of Your Disability benefit by the amount of Social Security benefits We estimate that You are eligible to receive because of Your Disability or retirement. We will start to do this after You have received 26 weeks of Disability benefit payments, unless We have received:

- approval of Your claim for Social Security benefits; or
- a notice of denial of such benefits indicating that all levels of appeal have been exhausted.

However, within 26 weeks following the date You became Disabled, You must:

- send Us Proof that You have applied for Social Security benefits;
- sign a reimbursement agreement in which You agree to repay Us for any overpayments We may make to You under this insurance; and
- sign a release that authorizes the Social Security Administration to provide information directly to Us concerning Your Social Security benefits eligibility.

If You do not satisfy the above requirements, We will reduce Your Disability benefits by such estimated Social Security benefits starting with the first Disability benefit payment coincident with the date You were eligible to receive Social Security benefits.

In either case, when You do receive approval or final denial of Your claim for Social Security benefits as described above, You must notify Us immediately. We will adjust the amount of Your Disability benefit. You must promptly repay Us for any overpayment.

SINGLE SUM PAYMENT

If You receive Other Income in the form of a single sum payment, You must, within 10 days after receipt of such payment, give Written Proof satisfactory to Us of:

- the amount of the single sum payment;
- the amount to be attributed to income replacement; and
- the time period for which the payment applies.

When We receive such Proof, We will adjust the amount of Your Disability benefit.

If We do not receive the Written Proof described above, and We know the amount of the single sum payment, We may reduce Your Disability benefit by an amount equal to such benefit until the single sum has been exhausted.

If We adjust the amount of Your Disability benefit due to a single sum payment, the amount of the adjustment will not result in a benefit amount less than the minimum amount, except in the case of an Overpayment.

If You receive Other Income in the form of a single sum payment and We do not receive the Written Proof described above within 10 days after You receive the single sum payment, We will adjust the amount of Your Disability Benefit by the amount of such payment.

DISABILITY INCOME INSURANCE: INCOME WHICH WILL NOT REDUCE YOUR DISABILITY BENEFIT

We will not reduce Your Disability benefit to less than the Minimum Benefit shown in the SCHEDULE OF BENEFITS, or by:

- cost of living adjustments that are paid under any of the above sources of Other Income;
- reasonable attorney fees included in any award or settlement. If the attorney fees are incurred because of Your successful pursuit of Social Security disability benefits, such fees are limited to those approved by the Social Security Administration;
- group credit insurance;
- mortgage disability insurance benefits;
- early retirement benefits that have not been voluntarily taken by You;
- veteran's benefits;
- individual disability income insurance policies;
- benefits received from an accelerated death benefit payment; or
- amounts rolled over to a tax qualified plan unless subsequently received by You while You are receiving benefit payments.

DISABILITY INCOME INSURANCE: DATE BENEFIT PAYMENTS END

Your Disability benefit payments will end on the earliest of:

- the end of the Maximum Benefit Period;
- the date You are no longer Disabled;
- the date You die;
- the date You cease or refuse to participate in a Rehabilitation Program that We require;
- the date You fail to have a medical exam requested by Us as described in the Physical Exams subsection of the GENERAL PROVISIONS section;
- the date You fail to provide required Proof of continuing Disability.

While You are Disabled, the benefits described in this certificate will not be affected if:

- Your insurance ends; or
- the Group Policy is amended to change the plan of benefits for Your class.

DISABILITY INCOME INSURANCE

ADDITIONAL SHORT TERM BENEFIT: ORGAN DONOR

If You become Disabled as a result of an Organ Transplant Procedure while insured, Proof of the Disability must be sent to Us. When We receive such Proof, We will review the claim. If We approve the claim, We will pay the Organ Donor benefit shown below.

If We pay this benefit, You will not have to complete an Elimination Period.

BENEFIT AMOUNT

We will increase Your Weekly Benefit by an additional amount equal to 10% of Your Weekly Benefit. This increase will be applied to the first Weekly Benefit payment and continue while You remain Disabled, up to the Maximum Benefit Period.

DISABILITY INCOME INSURANCE: LIMITED DISABILITY BENEFITS

For Occupational Disabilities

We will not pay benefits for any Disability:

- which happens in the course of any work performed by You for wage or profit; or
- for which You are eligible to receive under workers' compensation or a similar law.

DISABILITY INCOME INSURANCE: EXCLUSIONS

We will not pay for any Disability caused or contributed to by:

1. war, whether declared or undeclared, or act of war, insurrection, rebellion or terrorist act;
2. Your active participation in a riot;
3. intentionally self-inflicted injury;
4. attempted suicide; or
5. commission of or attempt to commit or taking part in a felony.

We will not pay Short Term Benefits for any Disability caused or contributed to by elective treatment or procedures, such as:

1. cosmetic surgery or treatment primarily to change appearance;
2. reversal of sterilization;
3. liposuction;
4. visual correction surgery; and
5. in vitro fertilization; embryo transfer procedure; or artificial insemination.

However, pregnancies and complications from any of these procedures will be treated as a Sickness.

FILING A DISABILITY INCOME INSURANCE CLAIM

The Policyholder should have a supply of claim forms. Obtain a claim form from the Policyholder and fill it out carefully. Return the completed claim form with the required Proof to the Policyholder.

If You are unable to report for Active Work due to a Sickness or accidental injury, and You think that You may be Disabled, You should contact MetLife or Your benefits representative to initiate a claim. We recommend that You do so no later than 14 days after the first day You are unable to report for Active Work so that Your claim can be processed in a timely manner.

When a claimant files an initial claim for Disability Income Insurance benefits described in this certificate, both the notice of claim and the required Proof should be sent to Us within 90 days after the end of the Elimination Period.

Notice of claim and Proof for Disability Income Insurance may also be given to Us by following the steps set forth below:

Step 1
A claimant may give Us notice by calling Us at the toll free number shown in the Certificate Face Page within 20 days of the date of a loss.

Step 2
We will send a claim form to the claimant and explain how to complete it. The claimant should receive the claim form within 15 days of giving Us notice of claim.

Step 3
When the claimant receives the claim form the claimant should fill it out as instructed and return it with the required Proof described in the claim form. If the claimant does not receive a claim form within 15 days after giving Us notice of claim, Proof may be sent using any form sufficient to provide Us with the required Proof.

Step 4
The claimant must give Us Proof not later than 90 days after the end of the Elimination Period.

If notice of claim or Proof is not given within the time limits described in this section, the delay will not cause a claim to be denied or reduced if such notice and Proof are given within 90 days after the end of the Elimination Period or if it is not reasonably possible to give notice of claim or Proof within such period, they are given as soon as is reasonably possible thereafter.

Items to be Submitted for a Disability Income Insurance Claim

When submitting Proof on an initial or continuing claim for Disability Income insurance, the following items may be required:

- documentation which must include, but is not limited to, the following information:
  - the date Your Disability started;
  - the cause of Your Disability;
  - the prognosis of Your Disability;
  - the continuity of Your Disability; and
- Your application for:
  - Other Benefit Sources;
  - Federal Social Security disability benefits; and
  - Workers compensation benefits or benefits under a similar law.
- Written authorization for Us to obtain and release medical, employment and financial information and any other items We may reasonably require to document Your Disability or to determine Your receipt of or eligibility for Other Benefit Sources;

- any and all medical information, including but not limited to:
  - x-ray films; and
  - photocopies of medical records, including:
    - histories,
    - physical, mental or diagnostic examinations; and
    - treatment notes; and
- the names and addresses of all:
  - physicians and medical practitioners who have provided You with diagnosis, treatment or consultation;
  - hospitals or other medical facilities which have provided You with diagnosis, treatment or consultation;
  - pharmacies which have filled Your prescriptions within the past three years; and
- additional proof elements as required and described within the additional plan provisions for which you are filing a claim for benefits.

Time Limit on Legal Actions. A legal action on a claim may only be brought against Us during a certain period. This period begins 60 days after the date Proof is filed and ends 3 years after the date such Proof is required.

GENERAL PROVISIONS

Assignment

The rights and benefits under the Group Policy are not assignable prior to a claim for benefits, except as required by law. We are not responsible for the validity of an assignment.

Disability Income Benefit Payments: Who We Will Pay

We will make any benefit payments during Your lifetime to You or Your legal representative as Beneficiary. Any payment made in good faith will discharge Us from liability to the extent of such payment.

Upon Your death, We will pay any amount that is or becomes due to Your designated Beneficiary. If there is no Beneficiary designated or no surviving designated Beneficiary at Your death, We may determine the Beneficiary for any amount that is or becomes due, according to the following order:

1. Your Spouse, if alive;
2. Your child(ren), if there is no surviving Spouse;
3. Your parent(s), if there is no surviving child(ren);
4. Your sibling(s), if there is no surviving parent(s);
5. Your estate, if there is no such surviving sibling(s).

If more than one person is eligible to receive payment, We will divide the benefit amount in equal shares.

Payment to a minor or incompetent will be made to such person's guardian. The term "children" or "child" includes natural and adopted children.

Any periodic payments owed to Your estate may be paid in a single sum.

Entire Contract

Your insurance is provided under a contract of group insurance with the Policyholder. The entire contract with the Policyholder is made up of the following:

1. the Group Policy and its Exhibits, which include the certificate(s);
2. the Policyholder's application, attached to the Group Policy; and
3. any amendments and/or endorsements to the Group Policy.

Incontestability: Statements Made by You

Any statement made by You will be considered a representation and not a warranty. We will not use such statement to avoid insurance, reduce benefits or defend a claim unless the following requirements are met:

1. the statement is in a Written application or enrollment form;
2. You have Signed the application or enrollment form; and
3. a copy of the application or enrollment form has been given to You, Your Beneficiary or Your personal representative.

Misstatement of Age

If Your age is misstated, the correct age will be used to determine if insurance is in effect and, as appropriate, We will adjust the benefits and/or premiums.

Conformity with Law

If the terms and provisions of this certificate do not conform to any applicable law, this certificate shall be interpreted to so conform.

Physical Exams

If a claim is submitted for insurance benefits, We have the right to ask the insured to be examined by a Physician(s) of Our choice as often as is reasonably necessary to process the claim. We will pay the cost of such exam.

Autopsy

We have the right to make a reasonable request for an autopsy where permitted by law. Any such request will set forth the reasons We are requesting the autopsy.

Overpayments for Disability Income Insurance

Recovery of Overpayments

We have the right to recover any amount that We determine to be an overpayment.

An overpayment occurs if We determine that:

- the total amount paid by Us on Your claim is more than the total of the benefits due to You under this certificate; or
- payment We made should have been made by another group plan.

If such overpayment occurs, You have an obligation to reimburse Us. Our rights and Your obligations in this regard are described in the reimbursement agreement that You are required to sign when You submit a claim for benefits under this certificate. This agreement:

- confirms that You will reimburse Us for all overpayments; and
- authorizes Us to obtain any information relating to sources of Other Income.

How We Recover Overpayments

We may recover the overpayment from You by:

- stopping or reducing any future Disability benefits, including the Minimum Benefit, payable to You or any other payee under the Disability sections of this certificate;
- demanding an immediate refund of the overpayment from You; and
- taking legal action.

If the overpayment results from Our having made a payment to You that should have been made under another group plan, We may recover such overpayment from one or more of the following:

- any other insurance company;
- any other organization; or
- any person to or for whom payment was made.

Lien and Repayment

If You become Disabled and You receive Disability benefits under this certificate and You receive payment from a third party for loss of income with respect to the same loss of income for which You received benefits under this certificate (for example, a judgment, settlement, payment from Federal Social Security or payment pursuant to Workers' Compensation laws), You shall reimburse Us from the proceeds of such payment up to an amount equal to the benefits paid to You under this certificate for such Disability. Our right to receive reimbursement from any such proceeds shall be a claim or lien against such proceeds and Our right shall provide Us with a first priority claim or lien over any such proceeds up to the full amount of the benefits paid to You under this certificate for such Disability. You agree to take all action necessary to enable Us to exercise Our rights under this provision, including, without limitation:

- notifying Us as soon as possible of any payment You receive or are entitled to receive from a third party for loss of income with respect to the same loss of income for which You received benefits under this certificate;

- furnishing of documents and other information as requested by Us or any person working on Our behalf; and

- holding in escrow, or causing Your legal representative to hold in escrow, any proceeds paid to You or any party by a third party for loss of income with respect to the same loss of income for which You received benefits under this certificate, up to an amount equal to the benefits paid to You under this certificate for such Disability, to be paid immediately to Us upon Your receipt of said proceeds.

You shall cooperate and You shall cause Your legal representative to cooperate with Us in any recovery efforts and You shall not interfere with Our rights under this provision. Our rights under this provision apply whether or not You have been or will be fully compensated by a third party for any Disability for which You received or are entitled to receive benefits under this certificate.

THIS IS THE END OF THE CERTIFICATE.
THE FOLLOWING IS ADDITIONAL INFORMATION.

SPECIAL SERVICES

Return To Work Program

Goal of Rehabilitation

The goal of MetLife is to focus on employees' abilities, instead of disabilities. This "abilities" philosophy is the foundation of our Return to Work Program. By focusing on what employees can do versus what they can't, we can assist you in returning to work sooner than expected.

Incentives For Returning To Work

Your Disability plan is designed to provide clear advantages and financial incentives for returning to work either full-time or part-time, while still receiving a Disability benefit. In addition to financial incentives, there may be personal benefits resulting from returning to work. Many employees experience higher self-esteem and the personal satisfaction of being self-sufficient and productive once again. If it is determined that you are capable, but you do not participate in the Return to Work Program, your Disability benefits may cease.

Return-to-Work Services

As a covered employee you are automatically eligible to participate in our Return-to-Work Program. The program aims to identify the necessary training and therapy that can help you return to work. In many cases, this means helping you return to your former occupation, although rehabilitation can also lead to a new occupation which is better suited to your condition and makes the most of your abilities.
There is no additional cost to you for the services we provide, and they are tailored to meet your individual needs. These services include, but are not limited to, the following:

1. **Vocational Analyses**

   Assessment and counseling to help determine how your skills and abilities can be applied to a new or a modified job with your employer.

2. **Labor Market Surveys**

   Studies to find jobs available in your National Economy that would utilize your abilities and skills. Also identify your earning potential for a specific occupation.

3. **Retraining Programs**

   Programs to facilitate return to your previous job, or to train you for a new job.

4. **Job Modifications/Accommodations**

   Analyses of job demands and functions to determine what modifications may be made to maximize your employment opportunities.

   This also includes changes in your job or accommodations to help you perform the previous job or a similar vocation, as required of your employer under the Americans With Disabilities Act (ADA).

5. **Job Seeking Skills and Job Placement Assistance**

   Special training to identify abilities, set goals, develop resumes, polish interviewing techniques, and provide other career search assistance.

Return-to-Work Program Staff

The Case Manager handling your claim will coordinate return-to-work services. You may be referred to a clinical specialist, such as a Nurse Consultant, Psychiatric Clinical Specialist, or Vocational Rehabilitation Consultant, who has advanced training and education to help people with disabilities return to work. One of our clinical specialists will work with you directly, as well as with local support services and resources. They have returned hundreds of individuals to meaningful, gainful employment.

SPECIAL SERVICES

Rehabilitation Vendor Specialists
In many situations, the services of independent vocational rehabilitation specialists may be utilized. Services are obtained at no additional cost to you; MetLife pays for all vendor services. Selecting a rehabilitation vendor is based on:

1. attending physician's evaluation and recommendations;
2. your individual vocational needs; and
3. vendor's credentials, specialty, reputation and experience.

When working with vendors, we continue to collaborate with you and your doctor to develop an appropriate return-to-work plan.

Social Security Assistance Program

If your claim for Disability benefits under this plan is approved, MetLife provides you with assistance in applying for Social Security disability benefits. Before outlining the details of this assistance, you should understand why applying for Social Security disability benefits is important.

Why You Should Apply For Social Security Disability Benefits

Both you and your employer contribute payroll taxes to Social Security. A portion of those tax dollars are used to finance Social Security's program of disability protection. Since your tax dollars help fund this program, it is in your best interest to apply for any benefits to which you may be entitled. Your spouse and children may also be eligible to receive Social Security disability benefits due to your Disability.
There are several reasons why it may be to your financial advantage to receive Social Security disability benefits. Some of them are:

1. **Avoids Reduced Retirement Benefits**

   Should you become disabled and approved for Social Security disability benefits, Social Security will freeze your earnings record as of the date Social Security determines that your disability has begun. This means that the months/years that you are unable to work because of your disability will not be counted against you in figuring your average earnings for retirement and survivors benefit.

2. **Medicare Protection**

   Once you have received 24 months of Social Security disability benefits, you will have Medicare protection for hospital expenses. You will also be eligible to apply for the medical insurance portion of Medicare.

3. **Trial Work Period**

   Social Security provides a trial work period for the rehabilitation efforts of disabled workers who return to work while still disabled. Full benefit checks can continue for up to 9 months during the trial work period.

4. **Cost-of-Living Increases Awarded by Social Security Will Not Reduce Your Disability Benefits**

   MetLife will not decrease your Disability benefit by the periodic cost-of-living increases awarded by Social Security. This is also true for any cost-of-living increases awarded by Social Security to your spouse and children.

   This is called a Social Security "freeze." It means that only the Social Security benefit awarded to you and your dependents will be used by MetLife to reduce your Disability benefit; with the following exceptions:

   a) an error by Social Security in computing the initial amount;
   b) a change in dependent status; or
   c) your Employer submitting updated earnings records to Social Security for earnings received prior to your Disability.

   Over a period of years, the net effect of these cost-of-living increases can be substantial.

SPECIAL SERVICES

How MetLife Assists You in the Social Security Approval Process

As soon as you are approved for Disability benefits, MetLife begins assisting you with the Social Security approval process.

1. Assistance Throughout the Application Process

MetLife has a dedicated team of Social Security Specialists. These Specialists, many of whom have worked for the Social Security Administration, are also located within our Claim Department. They provide expert assistance up front, offer support while you are completing the Social Security forms, and help guide you through the application process.

2. Guidance Through Appeal Process by Social Security Specialists

Social Security disability benefits may be initially denied, but are often approved following an appeal. If your benefits are denied, our dedicated team of Social Security Specialists provides expert assistance on an appeal if your situation warrants continuing the appeal process. They guide you through each stage of the appeal process. These stages may include:

a) Reconsideration by the Social Security Administration

b) Hearing before an Administrative Law Judge

c) Review by an Appeals Council established within the Social Security Administration in Washington, D.C.

d) A civil suit in Federal Court.

3. Social Security Attorneys

Depending on your individual needs, MetLife may provide a referral to an attorney who specializes in Social Security law. The Social Security approved attorney's fee is credited to the Long Term Disability overpayment, which results upon your receipt of the retroactive Social Security benefits. The attorney's fee, which is capped by Social Security law, will be deducted from the lump sum Social Security Disability benefits award and will not be used to further reduce your Long Term Disability benefit.

YOUR BENEFIT PLAN

Newport News Public Schools

All Full-Time Non-Exempt Employees

Disability Income Insurance: Short Term Benefits

Certificate Date: August 1, 2019

Newport News Public Schools
12465 Warwick Blvd.
Newport News, VA 23606

TO OUR EMPLOYEES:

All of us appreciate the protection and security insurance provides.

This certificate describes the benefits that are available to you. We urge you to read it carefully.

Newport News Public Schools



Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

CERTIFICATE OF INSURANCE

Metropolitan Life Insurance Company ("MetLife"), a stock company, certifies that You are insured for the benefits described in this certificate, subject to the provisions of this certificate. This certificate is issued to You under the Group Policy and it includes the terms and provisions of the Group Policy that describe Your insurance. **PLEASE READ THIS CERTIFICATE CAREFULLY.**

This certificate is part of the Group Policy. The Group Policy is a contract between MetLife and the Policyholder and may be changed or ended without Your consent or notice to You.

Policyholder:	Newport News Public Schools
Group Policy Number:	221628-1-G
Type of Insurance:	Disability Income Insurance: Short Term Benefits
MetLife Toll Free Number(s): For Claim Information	FOR DISABILITY INCOME CLAIMS: 1-800-300-4296

THIS CERTIFICATE ONLY DESCRIBES DISABILITY INSURANCE.

THE BENEFITS OF THE POLICY PROVIDING YOUR COVERAGE ARE GOVERNED PRIMARILY BY THE LAW OF A STATE OTHER THAN FLORIDA.

THE GROUP INSURANCE POLICY PROVIDING COVERAGE UNDER THIS CERTIFICATE WAS ISSUED IN A JURISDICTION OTHER THAN MARYLAND AND MAY NOT PROVIDE ALL THE BENEFITS REQUIRED BY MARYLAND LAW.

For New Hampshire Residents: 30 Day Right to Examine Certificate.
Please read this Certificate. You may return the Certificate to Us within 30 days from the date You receive it. If you return it within the 30 day period, the Certificate will be considered never to have been issued and We will refund any premium paid for insurance under this Certificate.

WE ARE REQUIRED BY STATE LAW TO INCLUDE THE NOTICE(S) WHICH APPEAR ON THIS PAGE AND IN THE NOTICE(S) SECTION WHICH FOLLOWS THIS PAGE. PLEASE READ THE(SE) NOTICE(S) CAREFULLY.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call MetLife's toll free telephone number for information or to make a complaint at:

1-800-300-4296

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Web: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact MetLife first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR CERTIFICATE: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de MetLife's para obtener información o para presentar una queja al:

1-800-300-4296

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Sitio Web: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES: Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con MetLife primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU CERTIFICADO: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

NOTICE FOR RESIDENTS OF ALL STATES

WORKERS' COMPENSATION
This certificate does not replace or affect any requirement for coverage by workers' compensation insurance.

MANDATORY DISABILITY INCOME BENEFIT LAWS
For Residents of California, Hawaii, New Jersey, New York, Rhode Island and Puerto Rico
This certificate does not affect any requirement for any government mandated temporary disability income benefits law.

NOTICE FOR RESIDENTS OF ARKANSAS

If You have a question concerning Your coverage or a claim, first contact the Policyholder or group account administrator. If, after doing so, You still have a concern, You may call the toll free telephone number shown on the Certificate Face Page.

If You are still concerned after contacting both the Policyholder and MetLife, You should feel free to contact:

Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, Arkansas 72201
(501) 371-2640 or (800) 852-5494

NOTICE FOR RESIDENTS OF CALIFORNIA

IMPORTANT NOTICE

TO OBTAIN ADDITIONAL INFORMATION, OR TO MAKE A COMPLAINT, CONTACT THE POLICYHOLDER OR METLIFE AT:

METROPOLITAN LIFE INSURANCE COMPANY
ATTN: CONSUMER RELATIONS DEPARTMENT
500 SCHOOLHOUSE ROAD
JOHNSTOWN, PA 15904

1-800-438-6388

IF, AFTER CONTACTING THE POLICYHOLDER AND/OR METLIFE, YOU FEEL THAT A SATISFACTORY SOLUTION HAS NOT BEEN REACHED, YOU MAY FILE A COMPLAINT WITH THE CALIFORNIA DEPARTMENT OF INSURANCE DEPARTMENT AT:

DEPARTMENT OF INSURANCE
CONSUMER SERVICES
300 SOUTH SPRING STREET
LOS ANGELES, CA 90013

WEBSITE: http://www.insurance.ca.gov/

1-800-927-4357 (within California)
1-213-897-8921 (outside California)

NOTICE FOR RESIDENTS OF CONNECTICUT

MANDATORY REHABILITATION

This certificate contains a mandatory rehabilitation provision, which may require you to participate in vocational training or physical therapy when appropriate.

NOTICE FOR RESIDENTS OF GEORGIA

IMPORTANT NOTICE

The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.

NOTICE FOR RESIDENTS OF IDAHO

If You have a question concerning Your coverage or a claim, first contact the Policyholder. If, after doing so, You still have a concern, You may call the toll free telephone number shown on the Certificate Face Page.

If You are still concerned after contacting both the Policyholder and MetLife, You should feel free to contact:

Idaho Department of Insurance
Consumer Affairs
700 West State Street, 3rd Floor
PO Box 83720
Boise, Idaho 83720-0043
1-800-721-3272 (for calls placed within Idaho) or 208-334-4250 or www.DOI.Idaho.gov

NOTICE FOR RESIDENTS OF ILLINOIS

IMPORTANT NOTICE

To make a complaint to MetLife, You may write to:

MetLife
200 Park Avenue
New York, New York 10166

The address of the Illinois Department of Insurance is:

Illinois Department of Insurance
Public Services Division
Springfield, Illinois 62767

NOTICE FOR RESIDENTS OF INDIANA

Questions regarding your policy or coverage should be directed to:

Metropolitan Life Insurance Company

1-800-438-6388

If you (a) need the assistance of the government agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance
Consumer Services Division
311 West Washington Street, Suite 300
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaint can be filed electronically at www.in.gov/idoi

NOTICE FOR MASSACHUSETTS RESIDENTS

CONTINUATION OF DISABILITY INCOME INSURANCE

1. If Your Disability Income Insurance ends due to a Plant Closing or Covered Partial Closing, such insurance will be continued for 90 days after the date it ends.

2. If Your Disability Income Insurance ends because:

    - You cease to be in an Eligible Class; or
    - Your employment terminates;

for any reason other than a Plant Closing or Covered Partial Closing, such insurance will continue for 31 days after the date it ends.

Continuation of Your Disability Income Insurance under the CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT subsection will end before the end of continuation periods shown above if You become covered for similar benefits under another plan.

Plant Closing and **Covered Partial Closing** have the meaning set forth in Massachusetts Annotated Laws, Chapter 151A, Section 71A.

NOTICE FOR RESIDENTS OF TEXAS

THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.

NOTICE FOR RESIDENTS OF UTAH

Notice of Protection Provided by
Utah Life and Health Insurance Guaranty Association

This notice provides a brief summary of the Utah Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Utah law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, health, or annuity insurance company becomes financially unable to meet its obligations and is taken over by its insurance regulatory agency. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Utah law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association are:

- Life Insurance
  - o $500,000 in death benefits
  - o $200,000 in cash surrender or withdrawal values
- Health Insurance
  - o $500,000 in hospital, medical and surgical insurance benefits
  - o $500,000 in long-term care insurance benefits
  - o $500,000 in disability income insurance benefits
  - o $500,000 in other types of health insurance benefits
- Annuities
  - o $250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is $500,000. Special rules may apply with regard to hospital, medical and surgical insurance benefits.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. Coverage is conditioned on residency in this state and there are substantial limitations and exclusions. For a complete description of coverage, consult Utah Code, Title 3 IA, Chapter 28.

Insurance companies and agents are prohibited by Utah law to use the existence of the Association or its coverage to encourage you to purchase insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between Utah law and this notice, Utah law will control.

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at www.utlifega.org or contact:

Utah Life and Health Insurance Guaranty Assoc.
60 East South Temple, Suite 500
Salt Lake City UT 84111
(801) 320-9955

Utah Insurance Department
3110 State Office Building
Salt Lake City UT 84114-6901
(801) 538-3800

A written complaint about misuse of this Notice or the improper use of the existence of the Association may be filed with the Utah Insurance Department at the above address.

NOTICE FOR RESIDENTS OF THE STATE OF VERMONT

Vermont law provides that the following apply to Your certificate:

Domestic Partner means each of two people, one of whom is an Employee of the Policyholder, who have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available.

Wherever the term "**Spouse**" appears in this certificate it shall, unless otherwise specified, be read to include Your Domestic Partner.

Wherever the term "step-child" appears in this certificate it shall be read to include the children of Your Domestic Partner.

NOTICE FOR RESIDENTS OF VIRGINIA

IMPORTANT INFORMATION REGARDING YOUR INSURANCE

In the event You need to contact someone about this insurance for any reason please contact Your agent. If no agent was involved in the sale of this insurance, or if You have additional questions You may contact the insurance company issuing this insurance at the following address and telephone number:

MetLife
200 Park Avenue
New York, New York 10166
Attn: Corporate Consumer Relations Department

To phone in a claim related question, You may call Claims Customer Service at:
1-800-275-4638

If You have been unable to contact or obtain satisfaction from the company or the agent, You may contact the Virginia State Corporation Commission's Bureau of Insurance at:

The Office of the Managed Care Ombudsman
Bureau of Insurance
P.O. Box 1157
Richmond, VA 23218
1-877-310-6560 - toll-free
1-804-371-9944 - fax
www.scc.virginia.gov - web address
ombudsman@scc.virginia.gov - email

NOTICE FOR RESIDENTS OF THE STATE OF WASHINGTON

Washington law provides that the following apply to Your certificate:

Wherever the term "**Spouse"** appears in this certificate it shall, unless otherwise specified, be read to include Your Domestic Partner.

Domestic Partner means each of two people, one of whom is an Employee of the Policyholder, who have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available.

Wherever the term "step-child" appears in this certificate it shall be read to include the children of Your Domestic Partner.

NOTICE FOR RESIDENTS OF WISCONSIN

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? - If You are having problems with Your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve Your problem.

MetLife
Attn: Corporate Consumer Relations Department
200 Park Avenue
New York, New York 10166
1-800-438-6388

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by contacting:

Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873
1-800-236-8517 outside of Madison or 608-266-0103 in Madison.

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SCHEDULE OF BENEFITS

This schedule shows the benefits that are available under the Group Policy. You will only be insured for the benefits:

- for which You become and remain eligible;
- which You elect, if subject to election; and
- which are in effect.

BENEFIT	BENEFIT AMOUNT AND HIGHLIGHTS

Disability Income Insurance For You: Short Term Benefits

Weekly benefit is based on Your amount of accumulated sick leave as follows:

Less than 15 days……..	$20, subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section
15 but less than 25 days……	$22, subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section
25 but less than 35 days……	$24, subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section
35 but less than 45 days……	$26, subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section
45 but less than 90 days……	$28, subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section
90 but less than 110 days……	$30, subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section
110 but less than 130 days……	$36, subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section
130 but less than 150 days……	$40, subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section
150 but less than 170 days……	$44, subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section
170 or more days……	$48, subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section
Minimum Weekly Benefit……	NONE
Elimination Period……	**For Injury** • none **For Sickness** • 2 days of Disability
Maximum Benefit Period……	104 weeks
Rehabilitation Incentives……	Yes

Additional Benefits:

Organ Donor Benefit……...	Yes

DEFINITIONS

As used in this certificate, the terms listed below will have the meanings set forth below. When defined terms are used in this certificate, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

Actively at Work or Active Work means that You are performing all of the usual and customary duties of Your job on a Full-Time basis. This must be done at:

- the Policyholder's place of business;
- an alternate place approved by the Policyholder; or
- a place to which the Policyholder's business requires You to travel.

You will be deemed to be Actively at Work during weekends or Policyholder approved vacations, holidays or business closures if You were Actively at Work on the last scheduled work day preceding such time off.

Appropriate Care and Treatment means medical care and treatment that is:

- given by a Physician whose medical training and clinical specialty are appropriate for treating Your Disability;
- consistent in type, frequency and duration of treatment with relevant guidelines of national medical research, health care coverage organizations and governmental agencies;
- consistent with a Physician's diagnosis of Your Disability; and
- intended to maximize Your medical and functional improvement.

Beneficiary means the person(s) to whom We will pay insurance as determined in accordance with the GENERAL PROVISIONS section.

Disabled or **Disability** means that, due to Sickness or as a direct result of accidental injury:

- You are receiving Appropriate Care and Treatment and complying with the requirements of such treatment; and
- You are unable to earn:
    - more than 80% of Your Predisability Earnings at Your Own Occupation from any employer.

For purposes of determining whether a Disability is the direct result of an accidental injury, the Disability must have occurred within 90 days of the accidental injury and resulted from such injury independent of other causes.

If Your occupation requires a license, the fact that You lose Your license for any reason will not, in itself, constitute Disability.

Elimination Period means the period of Your Disability during which We do not pay benefits. The Elimination Period begins on the day You become Disabled and continues for the period shown in the SCHEDULE OF BENEFITS.

Full-Time means Active Work of at least 30 hours per week on the Policyholder's regular work schedule for the eligible class of employees to which You belong.

Noncontributory Insurance means insurance for which the Policyholder does not require You to pay any part of the premium.

Organ Transplant Procedure means the surgical removal of any one or more of Your organs for the purpose of transplanting to another person.

Own Occupation means the essential functions You regularly perform that provide Your primary source of earned income.

DEFINITIONS (continued)

Physician means:

- a person licensed to practice medicine in the jurisdiction where such services are performed; or
- any other person whose services, according to applicable law, must be treated as Physician's services for purposes of the Group Policy. Each such person must be licensed in the jurisdiction where he performs the service and must act within the scope of that license. He must also be certified and/or registered if required by such jurisdiction.

The term does not include:

- You;
- Your Spouse; or
- any member of Your immediate family including Your and/or Your Spouse's:
  - parents;
  - children (natural, step or adopted);
  - siblings;
  - grandparents; or
  - grandchildren.

Policyholder's Retirement Plan means a plan which:

- provides retirement benefits to employees; and
- is funded in whole or in part by Policyholder contributions.

The term does not include:

- profit sharing plans;
- thrift or savings plans;
- non-qualified plans of deferred compensation;
- plans under IRC Section 401(k) or 457;
- individual retirement accounts (IRA);
- tax sheltered annuities (TSA) under IRC Section 403(b);
- stock ownership plans; or
- Keogh (HR-10) plans.

Predisability Earnings means gross salary or wages You were earning from the Policyholder as of Your last day of Active Work before Your Disability began. We calculate this amount on a weekly basis.

The term includes:

- contributions You were making through a salary reduction agreement with the Policyholder to any of the following:
  - an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;
  - an executive non-qualified deferred compensation arrangement; and
  - Your fringe benefits under an IRC Section 125 plan.

The term does not include:

- commissions;
- awards and bonuses;
- overtime pay;
- the grant, award, sale, conversion and/or exercise of shares of stock or stock options;
- the Policyholder's contributions on Your behalf to any deferred compensation arrangement or pension plan; or
- any other compensation from the Policyholder.

Proof means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for any benefit described in this certificate. When a claim is made for any benefit described in this certificate, Proof must establish:

- the nature and extent of the loss or condition;
- Our obligation to pay the claim; and
- the claimant's right to receive payment.

Proof must be provided at the claimant's expense.

Rehabilitation Program means a program that has been approved by us for the purpose of helping You return to work. It may include, but is not limited to, Your participation in one or more of the following activities:

- return to work on a modified basis with a goal of resuming employment for which You are reasonably qualified by training, education, experience and past earnings;
- on-site job analysis;
- job modification/accommodation;
- training to improve job-seeking skills;
- vocational assessment;
- short-term skills enhancement;
- vocational training; or
- restorative therapies to improve functional capacity to return to work.

Sickness means illness, disease or pregnancy, including complications of pregnancy.

Signed means any symbol or method executed or adopted by a person with the present intention to authenticate a record, which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

Spouse means Your lawful spouse.

We, Us and **Our** mean MetLife.

Written or **Writing** means a record which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

You and **Your** mean an employee who is insured under the Group Policy for the insurance described in this certificate.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU

ELIGIBLE CLASS(ES)

All Full-Time non-exempt employees of the Policyholder, excluding temporary or seasonal employees.

DATE YOU ARE ELIGIBLE FOR INSURANCE

You may only become eligible for the insurance available for Your eligible class as shown in the SCHEDULE OF BENEFITS.

If You are in an eligible class on August 1, 2019, You will be eligible for the insurance described in this certificate on that date.

If You enter an eligible class after August 1, 2019, You will be eligible for insurance on the date You enter that class.

ENROLLMENT PROCESS

If You are eligible for insurance, You may enroll for such insurance by completing an enrollment form.

DATE YOUR INSURANCE TAKES EFFECT

Rules for Noncontributory Insurance

When You complete the enrollment process for Noncontributory Insurance, such insurance will take effect on the date You become eligible, provided You are Actively at Work on that date.

If You are not Actively at Work on the date the Noncontributory Insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

DATE YOUR INSURANCE ENDS

Your insurance will end on the earliest of:

1. the date the Group Policy ends; or
2. the date insurance ends for Your class; or
3. the end of the period for which the last premium has been paid for You; or
4. the date You cease to be in an eligible class. You will cease to be in an eligible class on the date You cease Active Work in an eligible class, if You are not Disabled on that date; or
5. the date Your employment ends; or
6. the date You retire in accordance with the date Your employment ends.

In certain cases insurance may be continued as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT.

Reinstatement of Disability Income Insurance

If Your insurance ends, You may become insured again as follows:

1. If Your insurance ends because:

   - You cease to be in an eligible class; or
   - Your employment ends; and

   You become a member of an eligible class again within 3 months of the date Your insurance ended, You will not have to complete a new Waiting Period or provide evidence of Your insurability.

2. If Your insurance ends because you cease making the required premium while on an approved Family and Medical Leave Act (FMLA) or other legally mandated leave of absence, and you become a member of an eligible class within 31 days of the earlier of:

   - The end of the period of leave You and the Policyholder agreed upon; or
   - The end of the eligible leave period required under the FMLA or other similar legally mandated leave of absence law,

   You will not have to complete a new Waiting Period or provide evidence of Your insurability.

3. In all other cases where Your insurance ends because the required premium for Your insurance has ceased to be paid, You will be required to provide evidence of Your insurability.

SPECIAL RULES FOR GROUPS PREVIOUSLY INSURED UNDER A PLAN OF DISABILITY INCOME INSURANCE

To prevent a loss of insurance because of a change in insurance carriers, the following rules will apply if this Disability Income Insurance:

- replaces a plan of group disability income insurance provided to You by the Policyholder; or
- replaces a Prior Plan of group disability income insurance provided to You by a former employer; when the replacement results from the Policyholder's acquisition of, merger with or other combination with that employer.

Prior Plan means the plan of group disability income insurance provided to You by the Policyholder through another carrier on the day before the Replacement Date.

Replacement Date means the effective date of the Disability Income Insurance under the Group Policy.

Rules for When Insurance Takes Effect if You were Insured Under the Prior Plan on the Day Before the Replacement Date:

- **If You are Actively at Work on the day before the Replacement Date**, You will become insured for Disability Income Insurance under this certificate on the Replacement Date.
- **If You are <u>not</u> Actively at Work on such date because you are Disabled, and the Prior Plan that You were covered under on the day before the Replacement Date was an insured plan**, You will become insured for Disability Income Insurance under this certificate on the Replacement Date. However, if the Prior Plan that You were covered under on the day before the Replacement Date was a self-funded plan, You will become insured for Disability Income Insurance under this certificate on the date You return to Active Work.

  We will credit any time You accumulated toward the Elimination Period under the Prior Plan to the satisfaction of the Elimination Period required to be met under this certificate.

  Any benefits paid for such Disability will be equal to those that would have been payable to You under the Prior Plan less any amount for which the prior carrier is liable.

  Benefit payments for such Disability will end on the earliest of:

  - the date that payments end under the subsection DATE BENEFIT PAYMENTS END in this certificate; or
  - the date that payments would have ended under the provisions of the Prior Plan of Insurance.

- **If You are <u>not</u> Actively at Work on such date for any other reason,** You will become insured for Disability Income Insurance under this certificate on the date you return to Active Work, provided however, if You are on a Policyholder approved leave of absence on the Replacement Date, You will become insured for Disability Income Insurance on the Replacement Date. However, Your insurance under this certificate will end on the date Your approved leave of absence ends if You do not return to Active Work on such date.

Rules for When Insurance Takes Effect if You were <u>Not</u> Insured Under the Prior Plan on the Day Before the Replacement Date:

- You will be eligible for Disability Income Insurance under this certificate when you meet the eligibility requirements for such insurance as described in ELIGIBILITY PROVISIONS: INSURANCE FOR YOU; and
- We will credit any time You accumulated under the Prior Plan toward the eligibility waiting period under the Prior Plan to the satisfaction of the eligibility waiting period required to be met under this certificate.

SPECIAL RULES FOR GROUPS PREVIOUSLY INSURED UNDER A PLAN OF DISABILITY INCOME INSURANCE (continued)

Rules for Temporary Recovery from a Disability under the Prior Plan

We will waive the Elimination Period that would otherwise apply to a Disability under this certificate if You:

- received benefits for a disability that began under the Prior Plan ("Prior Plan's disability");
- returned to work as an active Full-Time employee prior to the Replacement Date;
- become Disabled, as defined in this certificate, after the Replacement Date and within 90 days of Your return to work due to a sickness or accidental injury that is the same as or related to the Prior Plan's disability;
- are no longer entitled to benefit payments for the Prior Plan's disability since You are no longer insured under such Plan; and
- would have been entitled to benefit payments with no further elimination period under the Prior Plan, had it remained in force.

CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT

FOR FAMILY AND MEDICAL LEAVE

Certain leaves of absence may qualify for continuation of insurance under the Family and Medical Leave Act of 1993 (FMLA), or other legally mandated leave of absence or similar laws. Please contact the Policyholder for information regarding such legally mandated leave of absence laws.

AT THE POLICYHOLDER'S OPTION

The Policyholder has elected to continue insurance by paying premiums for employees who are not Disabled and cease Active Work in an eligible class for any of the reasons specified below.

Disability Income Insurance will continue for the following periods:

1. for the period You cease Active Work in an eligible class due to injury or sickness, up to 12 months;
2. for Disability Income Insurance: Short Term Benefits, for the period You cease Active Work in an eligible class due to any other Policyholder approved leave of absence, up to 12 months.

   For purposes of this provision, leave of absence does not include a furlough. Furlough means an employer-mandated leave of absence.

At the end of any of the continuation periods listed above, Your insurance will be affected as follows:

- if You resume Active Work in an eligible class at this time, You will continue to be insured under the Group Policy;
- if You do not resume Active Work in an eligible class at this time, Your employment will be considered to end and Your insurance will end in accordance with the DATE YOUR INSURANCE ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOU.

EVIDENCE OF INSURABILITY

No evidence of insurability is required for the insurance described in this certificate.

If You become Disabled while insured, Proof of Disability must be sent to Us. When We receive such Proof, We will review the claim. If We approve the claim, We will pay the Weekly Benefit up to the Maximum Benefit Period shown in the SCHEDULE OF BENEFITS, subject to the Date Benefit Payments End section.

To verify that You continue to be Disabled without interruption after Our initial approval of the Disability claim, We may periodically request that You send Us Proof that You continue to be Disabled. Such Proof may include physical exams, exams by independent medical examiners, in-home interviews, or functional capacity exams, as needed.

While You are Disabled, the Weekly Benefits described in this certificate will not be affected if:

- Your insurance ends; or
- the Group Policy is amended to change the plan of benefits for Your class.

BENEFIT PAYMENT

If We approve Your claim, benefits will begin to accrue on the day after the day You complete Your Elimination Period. We will pay the first Weekly Benefit one week after the date benefits begin to accrue. We will make subsequent payments weekly thereafter so long as You remain Disabled. Payment will be based on the number of days You are Disabled during each week. For any partial week of Disability, payment will be made at the daily rate of 1/7th of the Weekly Benefit payable.

We will pay Weekly Benefits to You. If You die, We will pay the amount of any due and unpaid benefits as described in the GENERAL PROVISIONS subsection entitled Disability Income Benefit Payments: Who We Will Pay.

RECOVERY FROM A DISABILITY

For purposes of this subsection, the term Active Work only includes those days You actually work.

The provisions of this subsection will not apply if Your insurance has ended and You are eligible for coverage under another group short term disability plan.

If You Return to Active Work Before Completing Your Elimination Period

If You return to Active Work before completing Your Elimination Period and then become Disabled, You will have to complete a new Elimination Period.

If You Return to Active Work After Completing Your Elimination Period

If You return to Active Work after You begin to receive Weekly Benefits, We will consider You to have recovered from Your Disability.

If You return to Active Work for a period of 15 days or less, and then become Disabled again due to the same or related Sickness or accidental injury, We will not require You to complete a new Elimination Period. For the purpose of determining Your benefits, We will consider such Disability to be a part of the original Disability and will use the same Predisability Earnings and apply the same terms, provisions and conditions that were used for the original Disability.

REHABILITATION INCENTIVES

Rehabilitation Program Incentive

If You participate in a Rehabilitation Program, We will increase Your Weekly Benefit by an amount equal to 10% of the Weekly Benefit. We will do so before We reduce Your Weekly Benefit by any Other Income.

Work Incentive

If You work while You are Disabled and receiving Weekly Benefits, Your Weekly Benefit will be adjusted as follows:

- Your Weekly Benefit will be increased by Your Rehabilitation Program Incentive, if any; and

- reduced by Other Income as defined in the DISABILITY INCOME INSURANCE: INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section.

Your Weekly Benefit as adjusted above will not be reduced by the amount You earn from working, except to the extent that such adjusted Weekly Benefit plus the amount You earn from working and the income You receive from Other Income exceeds 100% of Your Predisability Earnings as calculated in the definition of Disability.

Family Care Incentive

If You work or participate in a Rehabilitation Program while You are Disabled, We will reimburse You for up to $100 for weekly expenses You incur for each family member to provide:

- care for Your or Your Spouse's child, legally adopted child, or child for whom You or Your Spouse are legal guardian and who is:

    - living with You as part of Your household;
    - dependent on You for support; and
    - under age 13.

The child care must be provided by a licensed child care provider who may not be a member of Your immediate family or living in Your residence.

- care to Your family member who is:

    - living with You as part of Your household;
    - chiefly dependent on You for support; and
    - incapable of independent living, regardless of age, due to mental or physical handicap as defined by applicable law.

Care to Your family member may not be provided by a member of Your immediate family.

We will make reimbursement payments to You on a weekly basis starting with the 4th Weekly Benefit payment. Payments will not be made beyond the Maximum Benefit Period. We will not reimburse You for any expenses for which You are eligible for payment from any other source. You must send Proof that You have incurred such expenses.

Moving Expense Incentive

If You participate in a Rehabilitation Program while You are Disabled, We may reimburse You for expenses You incur in order to move to a new residence recommended as part of such Rehabilitation Program. Such expenses must be approved by Us in advance.

You must send Proof that You have incurred such expenses for moving.

We will not reimburse You for such expenses if they were incurred for services provided by a member of Your immediate family or someone who is living in Your residence.

DISABILITY INCOME INSURANCE: INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT

We will reduce Your Disability benefit by the amount of all Other Income. Other Income includes the following:

1. any disability or retirement benefits which You, Your Spouse or child(ren) receive because of Your disability or retirement under:
   - Federal Social Security Act;
   - Railroad Retirement Act;
   - any state, public or federal employee retirement or disability plan. You must apply for such benefits through the highest appeal level that is applicable to such benefits and available under the plan; or
   - any pension or disability plan of any other nation or political subdivision thereof.
2 any retirement benefits which You receive under the Federal Social Security Act;
3. any income received for disability or retirement under the Policyholder's Retirement Plan, to the extent that it can be attributed to the Policyholder's contributions;
   - a government compulsory benefit plan or program which provides payment for loss of time from Your job due to Your disability, whether such payment is made directly by the plan or program, or through a third party;
   - a self-funded plan, or other arrangement if the Policyholder contributes toward it or makes payroll deductions for it;
   - unemployment insurance law or program;
   - any income that You receive from working while Disabled to the extent that such income reduces the amount of Your Weekly Benefit as described in REHABILITATION INCENTIVES. This includes but is not limited to salary, commissions, overtime pay, bonus or other extra pay arrangements from any source.

REDUCING YOUR DISABILITY BENEFIT BY THE ESTIMATED AMOUNT OF YOUR SOCIAL SECURITY BENEFITS

If there is a reasonable basis for You to apply for benefits under the Federal Social Security Act, We expect You to apply for them. To apply for Social Security benefits means to pursue such benefits until You receive approval from the Social Security Administration, or a notice of denial of benefits from an administrative law judge.

We will reduce the amount of Your Disability benefit by the amount of Social Security benefits We estimate that You are eligible to receive because of Your Disability or retirement. We will start to do this after You have received 26 weeks of Disability benefit payments, unless We have received:

- approval of Your claim for Social Security benefits; or
- a notice of denial of such benefits indicating that all levels of appeal have been exhausted.

However, within 26 weeks following the date You became Disabled, You must:

- send Us Proof that You have applied for Social Security benefits;
- sign a reimbursement agreement in which You agree to repay Us for any overpayments We may make to You under this insurance; and
- sign a release that authorizes the Social Security Administration to provide information directly to Us concerning Your Social Security benefits eligibility.

If You do not satisfy the above requirements, We will reduce Your Disability benefits by such estimated Social Security benefits starting with the first Disability benefit payment coincident with the date You were eligible to receive Social Security benefits.

In either case, when You do receive approval or final denial of Your claim for Social Security benefits as described above, You must notify Us immediately. We will adjust the amount of Your Disability benefit. You must promptly repay Us for any overpayment.

SINGLE SUM PAYMENT

If You receive Other Income in the form of a single sum payment, You must, within 10 days after receipt of such payment, give Written Proof satisfactory to Us of:

- the amount of the single sum payment;
- the amount to be attributed to income replacement; and
- the time period for which the payment applies.

When We receive such Proof, We will adjust the amount of Your Disability benefit.

If We do not receive the Written Proof described above, and We know the amount of the single sum payment, We may reduce Your Disability benefit by an amount equal to such benefit until the single sum has been exhausted.

If We adjust the amount of Your Disability benefit due to a single sum payment, the amount of the adjustment will not result in a benefit amount less than the minimum amount, except in the case of an Overpayment.

If You receive Other Income in the form of a single sum payment and We do not receive the Written Proof described above within 10 days after You receive the single sum payment, We will adjust the amount of Your Disability Benefit by the amount of such payment.

DISABILITY INCOME INSURANCE: INCOME WHICH WILL NOT REDUCE YOUR DISABILITY BENEFIT

We will not reduce Your Disability benefit to less than the Minimum Benefit shown in the SCHEDULE OF BENEFITS, or by:

- cost of living adjustments that are paid under any of the above sources of Other Income;
- reasonable attorney fees included in any award or settlement. If the attorney fees are incurred because of Your successful pursuit of Social Security disability benefits, such fees are limited to those approved by the Social Security Administration;
- group credit insurance;
- mortgage disability insurance benefits;
- early retirement benefits that have not been voluntarily taken by You;
- veteran's benefits;
- individual disability income insurance policies;
- benefits received from an accelerated death benefit payment; or
- amounts rolled over to a tax qualified plan unless subsequently received by You while You are receiving benefit payments.

DISABILITY INCOME INSURANCE: DATE BENEFIT PAYMENTS END

Your Disability benefit payments will end on the earliest of:

- the end of the Maximum Benefit Period;
- the date You are no longer Disabled;
- the date You die;
- the date You cease or refuse to participate in a Rehabilitation Program that We require;
- the date You fail to have a medical exam requested by Us as described in the Physical Exams subsection of the GENERAL PROVISIONS section;
- the date You fail to provide required Proof of continuing Disability.

While You are Disabled, the benefits described in this certificate will not be affected if:

- Your insurance ends; or
- the Group Policy is amended to change the plan of benefits for Your class.

DISABILITY INCOME INSURANCE

ADDITIONAL SHORT TERM BENEFIT: ORGAN DONOR

If You become Disabled as a result of an Organ Transplant Procedure while insured, Proof of the Disability must be sent to Us. When We receive such Proof, We will review the claim. If We approve the claim, We will pay the Organ Donor benefit shown below.

If We pay this benefit, You will not have to complete an Elimination Period.

BENEFIT AMOUNT

We will increase Your Weekly Benefit by an additional amount equal to 10% of Your Weekly Benefit. This increase will be applied to the first Weekly Benefit payment and continue while You remain Disabled, up to the Maximum Benefit Period.

DISABILITY INCOME INSURANCE: LIMITED DISABILITY BENEFITS

For Occupational Disabilities

We will not pay benefits for any Disability:

- which happens in the course of any work performed by You for wage or profit; or
- for which You are eligible to receive under workers' compensation or a similar law.

DISABILITY INCOME INSURANCE: EXCLUSIONS

We will not pay for any Disability caused or contributed to by:

1. war, whether declared or undeclared, or act of war, insurrection, rebellion or terrorist act;
2. Your active participation in a riot;
3. intentionally self-inflicted injury;
4. attempted suicide; or
5. commission of or attempt to commit or taking part in a felony.

We will not pay Short Term Benefits for any Disability caused or contributed to by elective treatment or procedures, such as:

1. cosmetic surgery or treatment primarily to change appearance;
2. reversal of sterilization;
3. liposuction;
4. visual correction surgery; and
5. in vitro fertilization; embryo transfer procedure; or artificial insemination.

However, pregnancies and complications from any of these procedures will be treated as a Sickness.

FILING A DISABILITY INCOME INSURANCE CLAIM

The Policyholder should have a supply of claim forms. Obtain a claim form from the Policyholder and fill it out carefully. Return the completed claim form with the required Proof to the Policyholder.

If You are unable to report for Active Work due to a Sickness or accidental injury, and You think that You may be Disabled, You should contact MetLife or Your benefits representative to initiate a claim. We recommend that You do so no later than 14 days after the first day You are unable to report for Active Work so that Your claim can be processed in a timely manner.

When a claimant files an initial claim for Disability Income Insurance benefits described in this certificate, both the notice of claim and the required Proof should be sent to Us within 90 days after the end of the Elimination Period.

Notice of claim and Proof for Disability Income Insurance may also be given to Us by following the steps set forth below:

Step 1
A claimant may give Us notice by calling Us at the toll free number shown in the Certificate Face Page within 20 days of the date of a loss.

Step 2
We will send a claim form to the claimant and explain how to complete it. The claimant should receive the claim form within 15 days of giving Us notice of claim.

Step 3
When the claimant receives the claim form the claimant should fill it out as instructed and return it with the required Proof described in the claim form. If the claimant does not receive a claim form within 15 days after giving Us notice of claim, Proof may be sent using any form sufficient to provide Us with the required Proof.

Step 4
The claimant must give Us Proof not later than 90 days after the end of the Elimination Period.

If notice of claim or Proof is not given within the time limits described in this section, the delay will not cause a claim to be denied or reduced if such notice and Proof are given within 90 days after the end of the Elimination Period or if it is not reasonably possible to give notice of claim or Proof within such period, they are given as soon as is reasonably possible thereafter.

Items to be Submitted for a Disability Income Insurance Claim

When submitting Proof on an initial or continuing claim for Disability Income insurance, the following items may be required:

- documentation which must include, but is not limited to, the following information:
  - the date Your Disability started;
  - the cause of Your Disability;
  - the prognosis of Your Disability;
  - the continuity of Your Disability; and
- Your application for:
  - Other Benefit Sources;
  - Federal Social Security disability benefits; and
  - Workers compensation benefits or benefits under a similar law.
- Written authorization for Us to obtain and release medical, employment and financial information and any other items We may reasonably require to document Your Disability or to determine Your receipt of or eligibility for Other Benefit Sources;

- any and all medical information, including but not limited to:
  - x-ray films; and
  - photocopies of medical records, including:
    - histories,
    - physical, mental or diagnostic examinations; and
    - treatment notes; and
- the names and addresses of all:
  - physicians and medical practitioners who have provided You with diagnosis, treatment or consultation;
  - hospitals or other medical facilities which have provided You with diagnosis, treatment or consultation;
  - pharmacies which have filled Your prescriptions within the past three years; and
- additional proof elements as required and described within the additional plan provisions for which you are filing a claim for benefits.

Time Limit on Legal Actions. A legal action on a claim may only be brought against Us during a certain period. This period begins 60 days after the date Proof is filed and ends 3 years after the date such Proof is required.

GENERAL PROVISIONS

Assignment

The rights and benefits under the Group Policy are not assignable prior to a claim for benefits, except as required by law. We are not responsible for the validity of an assignment.

Disability Income Benefit Payments: Who We Will Pay

We will make any benefit payments during Your lifetime to You or Your legal representative as Beneficiary. Any payment made in good faith will discharge Us from liability to the extent of such payment.

Upon Your death, We will pay any amount that is or becomes due to Your designated Beneficiary. If there is no Beneficiary designated or no surviving designated Beneficiary at Your death, We may determine the Beneficiary for any amount that is or becomes due, according to the following order:

1. Your Spouse, if alive;
2. Your child(ren), if there is no surviving Spouse;
3. Your parent(s), if there is no surviving child(ren);
4. Your sibling(s), if there is no surviving parent(s);
5. Your estate, if there is no such surviving sibling(s).

If more than one person is eligible to receive payment, We will divide the benefit amount in equal shares.

Payment to a minor or incompetent will be made to such person's guardian. The term "children" or "child" includes natural and adopted children.

Any periodic payments owed to Your estate may be paid in a single sum.

Entire Contract

Your insurance is provided under a contract of group insurance with the Policyholder. The entire contract with the Policyholder is made up of the following:

1. the Group Policy and its Exhibits, which include the certificate(s);
2. the Policyholder's application, attached to the Group Policy; and
3. any amendments and/or endorsements to the Group Policy.

Incontestability: Statements Made by You

Any statement made by You will be considered a representation and not a warranty. We will not use such statement to avoid insurance, reduce benefits or defend a claim unless the following requirements are met:

1. the statement is in a Written application or enrollment form;
2. You have Signed the application or enrollment form; and
3. a copy of the application or enrollment form has been given to You, Your Beneficiary or Your personal representative.

Misstatement of Age

If Your age is misstated, the correct age will be used to determine if insurance is in effect and, as appropriate, We will adjust the benefits and/or premiums.

Conformity with Law

If the terms and provisions of this certificate do not conform to any applicable law, this certificate shall be interpreted to so conform.

Physical Exams

If a claim is submitted for insurance benefits, We have the right to ask the insured to be examined by a Physician(s) of Our choice as often as is reasonably necessary to process the claim. We will pay the cost of such exam.

Autopsy

We have the right to make a reasonable request for an autopsy where permitted by law. Any such request will set forth the reasons We are requesting the autopsy.

Overpayments for Disability Income Insurance

Recovery of Overpayments

We have the right to recover any amount that We determine to be an overpayment.

An overpayment occurs if We determine that:

- the total amount paid by Us on Your claim is more than the total of the benefits due to You under this certificate; or
- payment We made should have been made by another group plan.

If such overpayment occurs, You have an obligation to reimburse Us. Our rights and Your obligations in this regard are described in the reimbursement agreement that You are required to sign when You submit a claim for benefits under this certificate. This agreement:

- confirms that You will reimburse Us for all overpayments; and
- authorizes Us to obtain any information relating to sources of Other Income.

How We Recover Overpayments

We may recover the overpayment from You by:

- stopping or reducing any future Disability benefits, including the Minimum Benefit, payable to You or any other payee under the Disability sections of this certificate;
- demanding an immediate refund of the overpayment from You; and
- taking legal action.

If the overpayment results from Our having made a payment to You that should have been made under another group plan, We may recover such overpayment from one or more of the following:

- any other insurance company;
- any other organization; or
- any person to or for whom payment was made.

Lien and Repayment

If You become Disabled and You receive Disability benefits under this certificate and You receive payment from a third party for loss of income with respect to the same loss of income for which You received benefits under this certificate (for example, a judgment, settlement, payment from Federal Social Security or payment pursuant to Workers' Compensation laws), You shall reimburse Us from the proceeds of such payment up to an amount equal to the benefits paid to You under this certificate for such Disability. Our right to receive reimbursement from any such proceeds shall be a claim or lien against such proceeds and Our right shall provide Us with a first priority claim or lien over any such proceeds up to the full amount of the benefits paid to You under this certificate for such Disability. You agree to take all action necessary to enable Us to exercise Our rights under this provision, including, without limitation:

- notifying Us as soon as possible of any payment You receive or are entitled to receive from a third party for loss of income with respect to the same loss of income for which You received benefits under this certificate;

- furnishing of documents and other information as requested by Us or any person working on Our behalf; and

- holding in escrow, or causing Your legal representative to hold in escrow, any proceeds paid to You or any party by a third party for loss of income with respect to the same loss of income for which You received benefits under this certificate, up to an amount equal to the benefits paid to You under this certificate for such Disability, to be paid immediately to Us upon Your receipt of said proceeds.

You shall cooperate and You shall cause Your legal representative to cooperate with Us in any recovery efforts and You shall not interfere with Our rights under this provision. Our rights under this provision apply whether or not You have been or will be fully compensated by a third party for any Disability for which You received or are entitled to receive benefits under this certificate.

THIS IS THE END OF THE CERTIFICATE.
THE FOLLOWING IS ADDITIONAL INFORMATION.

SPECIAL SERVICES

Return To Work Program

Goal of Rehabilitation

The goal of MetLife is to focus on employees' abilities, instead of disabilities. This "abilities" philosophy is the foundation of our Return to Work Program. By focusing on what employees can do versus what they can't, we can assist you in returning to work sooner than expected.

Incentives For Returning To Work

Your Disability plan is designed to provide clear advantages and financial incentives for returning to work either full-time or part-time, while still receiving a Disability benefit. In addition to financial incentives, there may be personal benefits resulting from returning to work. Many employees experience higher self-esteem and the personal satisfaction of being self-sufficient and productive once again. If it is determined that you are capable, but you do not participate in the Return to Work Program, your Disability benefits may cease.

Return-to-Work Services

As a covered employee you are automatically eligible to participate in our Return-to-Work Program. The program aims to identify the necessary training and therapy that can help you return to work. In many cases, this means helping you return to your former occupation, although rehabilitation can also lead to a new occupation which is better suited to your condition and makes the most of your abilities.
There is no additional cost to you for the services we provide, and they are tailored to meet your individual needs. These services include, but are not limited to, the following:

1. **Vocational Analyses**

   Assessment and counseling to help determine how your skills and abilities can be applied to a new or a modified job with your employer.

2. **Labor Market Surveys**

   Studies to find jobs available in your National Economy that would utilize your abilities and skills. Also identify your earning potential for a specific occupation.

3. **Retraining Programs**

   Programs to facilitate return to your previous job, or to train you for a new job.

4. **Job Modifications/Accommodations**

   Analyses of job demands and functions to determine what modifications may be made to maximize your employment opportunities.

   This also includes changes in your job or accommodations to help you perform the previous job or a similar vocation, as required of your employer under the Americans With Disabilities Act (ADA).

5. **Job Seeking Skills and Job Placement Assistance**

   Special training to identify abilities, set goals, develop resumes, polish interviewing techniques, and provide other career search assistance.

Return-to-Work Program Staff

The Case Manager handling your claim will coordinate return-to-work services. You may be referred to a clinical specialist, such as a Nurse Consultant, Psychiatric Clinical Specialist, or Vocational Rehabilitation Consultant, who has advanced training and education to help people with disabilities return to work. One of our clinical specialists will work with you directly, as well as with local support services and resources. They have returned hundreds of individuals to meaningful, gainful employment.

SPECIAL SERVICES

Rehabilitation Vendor Specialists
In many situations, the services of independent vocational rehabilitation specialists may be utilized. Services are obtained at no additional cost to you; MetLife pays for all vendor services. Selecting a rehabilitation vendor is based on:

1. attending physician's evaluation and recommendations;
2. your individual vocational needs; and
3. vendor's credentials, specialty, reputation and experience.

When working with vendors, we continue to collaborate with you and your doctor to develop an appropriate return-to-work plan.

Social Security Assistance Program

If your claim for Disability benefits under this plan is approved, MetLife provides you with assistance in applying for Social Security disability benefits. Before outlining the details of this assistance, you should understand why applying for Social Security disability benefits is important.

Why You Should Apply For Social Security Disability Benefits

Both you and your employer contribute payroll taxes to Social Security. A portion of those tax dollars are used to finance Social Security's program of disability protection. Since your tax dollars help fund this program, it is in your best interest to apply for any benefits to which you may be entitled. Your spouse and children may also be eligible to receive Social Security disability benefits due to your Disability.
There are several reasons why it may be to your financial advantage to receive Social Security disability benefits. Some of them are:

1. **Avoids Reduced Retirement Benefits**

   Should you become disabled and approved for Social Security disability benefits, Social Security will freeze your earnings record as of the date Social Security determines that your disability has begun. This means that the months/years that you are unable to work because of your disability will not be counted against you in figuring your average earnings for retirement and survivors benefit.

2. **Medicare Protection**

   Once you have received 24 months of Social Security disability benefits, you will have Medicare protection for hospital expenses. You will also be eligible to apply for the medical insurance portion of Medicare.

3. **Trial Work Period**

   Social Security provides a trial work period for the rehabilitation efforts of disabled workers who return to work while still disabled. Full benefit checks can continue for up to 9 months during the trial work period.

4. **Cost-of-Living Increases Awarded by Social Security Will Not Reduce Your Disability Benefits**

   MetLife will not decrease your Disability benefit by the periodic cost-of-living increases awarded by Social Security. This is also true for any cost-of-living increases awarded by Social Security to your spouse and children.

   This is called a Social Security "freeze." It means that only the Social Security benefit awarded to you and your dependents will be used by MetLife to reduce your Disability benefit; with the following exceptions:

   a) an error by Social Security in computing the initial amount;
   b) a change in dependent status; or
   c) your Employer submitting updated earnings records to Social Security for earnings received prior to your Disability.

   Over a period of years, the net effect of these cost-of-living increases can be substantial.

SPECIAL SERVICES

How MetLife Assists You in the Social Security Approval Process

As soon as you are approved for Disability benefits, MetLife begins assisting you with the Social Security approval process.

1. Assistance Throughout the Application Process

MetLife has a dedicated team of Social Security Specialists. These Specialists, many of whom have worked for the Social Security Administration, are also located within our Claim Department. They provide expert assistance up front, offer support while you are completing the Social Security forms, and help guide you through the application process.

2. Guidance Through Appeal Process by Social Security Specialists

Social Security disability benefits may be initially denied, but are often approved following an appeal. If your benefits are denied, our dedicated team of Social Security Specialists provides expert assistance on an appeal if your situation warrants continuing the appeal process. They guide you through each stage of the appeal process. These stages may include:

a) Reconsideration by the Social Security Administration

b) Hearing before an Administrative Law Judge

c) Review by an Appeals Council established within the Social Security Administration in Washington, D.C.

d) A civil suit in Federal Court.

3. Social Security Attorneys

Depending on your individual needs, MetLife may provide a referral to an attorney who specializes in Social Security law. The Social Security approved attorney's fee is credited to the Long Term Disability overpayment, which results upon your receipt of the retroactive Social Security benefits. The attorney's fee, which is capped by Social Security law, will be deducted from the lump sum Social Security Disability benefits award and will not be used to further reduce your Long Term Disability benefit.

STANDARD INSURANCE COMPANY

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

CERTIFICATE

GROUP LONG TERM DISABILITY INSURANCE

Policyholder:	Newport News Public Schools
Policy Number:	771398-A
Effective Date:	July 1, 2019

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.



Chairman, President and CEO

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COVERAGE FEATURES

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

GENERAL POLICY INFORMATION

Group Policy Number:	771398-A
Policyholder:	Newport News Public Schools
Employer(s):	Newport News Public Schools
Group Policy Effective Date:	July 1, 2019
Policy Issued in:	Virginia

Member means:

1. A regular employee of the Employer and who is participating in the Virginia hybrid retirement program described in § 51.1-169 of the Code of Virginia; and
2. Actively At Work at least 30 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as the person is capable of Active Work on those days); and
3. A citizen or resident of the United States or Canada.

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

Class 1:	Members with fewer than 12 months continuous participation in the Virginia hybrid retirement program described in § 51.1-169 of the Code of Virginia
Class 2:	Members with at least 12 months continuous participation in the Virginia hybrid retirement program described in § 51.1-169 of the Code of Virginia

SCHEDULE OF INSURANCE

Eligibility Waiting Period: You are eligible on the latest of:

a. The Group Policy Effective Date;

b. The effective date of your Employer's participation under the Group Policy; and

c. The first day as a Member.

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

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

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

LTD Benefit:

Class 1:

For Disability arising out of or in the course of employment with the Employer:	60% of the first $41,667 of your Predisability Earnings, reduced by Deductible Income.
Maximum:	$25,000 before reduction by Deductible Income.
Minimum:	$100
For any other Disability:	None

Class 2:	60% of the first $41,667 of your Predisability Earnings, reduced by Deductible Income.
Maximum:	$25,000 before reduction by Deductible Income.
Minimum:	$100
Assisted Living Benefit:	An additional 20% of your Predisability Earnings, but not to exceed $5,000. The Assisted Living Benefit is not reduced by Deductible Income.
Benefit Waiting Period:	The period for which benefits are payable under the Employer's short term disability benefits program, including any benefit waiting period under that plan.
Maximum Benefit Period:	Determined by your age when Disability begins, as follows:

Age	Maximum Benefit Period
59 or younger	To SSNRA
60 through 64	5 years
65 through 68	To age 70
69 or older	1 year

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

PREMIUM CONTRIBUTIONS

Insurance is:	Noncontributory

INSURING CLAUSE

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

LT.IC.OT.1

BECOMING INSURED

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

You are a Member if you are:

1. A regular employee of the Employer and who is participating in the Virginia hybrid retirement program described in § 51.1-169 of the Code of Virginia; and
2. Actively At Work at least 35 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as you are capable of Active Work on those days); and
3. A citizen or resident of the United States or Canada.

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

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

(VAR MBR DEF) LT.BI.OT.1

WHEN YOUR INSURANCE BECOMES EFFECTIVE

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

(VAR EOI) LT.EF.OT.1X

ACTIVE WORK PROVISIONS

A. Active Work Requirement

   You must be capable of Active Work 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 Work 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 Work as an eligible Member.

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

B. Changes In Insurance

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

LT.AW.OT.1

CONTINUITY OF COVERAGE

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

The LTD Benefit payable for a period of continuous Disability beginning before you meet the Active Work 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.

LT2.CC.10X

WHEN YOUR INSURANCE ENDS

Your insurance ends automatically on the earliest of:

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

LT.EN.OT.1X

WAIVER OF PREMIUM

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

LT.WP.OT.1

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 following the Benefit Waiting Period, your insurance will end; however, if you become a Member again immediately after LTD Benefits end, the Eligibility Waiting Period will be waived.
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 30 days, the Eligibility Waiting Period will be waived.

3. 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.

4. In no event will insurance be retroactive.

LT.RE.OT.2X

DEFINITION OF DISABILITY

You are Disabled if you meet one of the following definitions during the period it applies:

A. Own Occupation Definition Of Disability;

B. Any Occupation Definition Of Disability; or

C. Partial Disability Definition.

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 are unable to perform with reasonable continuity the Material Duties of your Own Occupation.

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

During the Own Occupation Period you may work in another occupation while you meet the Own Occupation Definition Of Disability. However, you will no longer be Disabled when your Work Earnings from another occupation meet or exceed 80% of your Indexed Predisability Earnings. Your Work Earnings may be Deductible Income. See **Return To Work Provisions** and **Deductible Income**.

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

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

B. Any Occupation Definition Of Disability

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

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

Any Occupation means any occupation or employment which you are able to perform, whether due to education, training, or experience, which is available at one or more locations in the national

economy and in which you can be expected to earn at least 80% of your Indexed Predisability Earnings within twelve months following your return to work, regardless of whether you are working in that or any other occupation.

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

C. Partial Disability Definition

During the Benefit Waiting Period and the Own Occupation Period, you are Partially Disabled when you work in your Own Occupation but, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to earn 80% or more of your Indexed Predisability Earnings, in that occupation.

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

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

(OR DEF_OWN_ANY_WITH 40) LT.DD.OT.1

RETURN TO WORK PROVISIONS

A. Return To Work Incentive
You may serve your Benefit Waiting Period while working if you meet the Own Occupation Definition Of Disability.

You are eligible for the Return To Work Incentive on the first day you work after the Benefit Waiting Period if LTD Benefits are payable on that date. The Return To Work Incentive changes 12 months after that date, as follows:

1. During the first 12 months, your Work Earnings will be Deductible Income as determined in a., b. and c:
   a. Determine the amount of your LTD Benefit as if there were no Deductible Income, and add your Work Earnings to that amount.
   b. Determine 100% of your Indexed Predisability Earnings.
   c. If a. is greater than b., the difference will be Deductible Income.
2. After those first 12 months, 50% of your Work Earnings will be Deductible Income.

B. Work Earnings Definition
Work Earnings means your gross monthly 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:

a. In your Own Occupation during the Own Occupation Period; and

b. In Any Occupation during the Any Occupation Period.

Work Earnings includes earnings from your Employer, any other employer, or self-employment, and any sick pay, vacation pay, annual or personal leave pay or other salary continuation earned or accrued while working.

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. During the Own Occupation Period you will no longer be Disabled when your average Work Earnings over the last three months exceed 80% of your Indexed Predisability Earnings. During the Any Occupation Period you will no longer be Disabled when your average Work Earnings over the last three months exceed 80% of your Indexed Predisability Earnings.

LT.RW.OT.1

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.

LT.RA.OT.1

REHABILITATION PLAN PROVISION

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

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

While you are participating in an approved Rehabilitation Plan, your LTD Benefit will be increased by 10% of your Predisability Earnings. Your LTD Benefit may not exceed the Maximum LTD Benefit shown in the **Coverage Features** as a result of this increase.

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

a. Training and education expenses.

b. Family care expenses.

c. Job-related expenses.

d. Job search expenses.

(WITH REHAB INC BFT) LT.RH.OT.1

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 45 days of recovery.
2. During the Maximum Benefit Period: 125 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 Predisability Earnings used to determine your LTD Benefit will not change.
2. The period of Temporary Recovery will not count toward your Benefit Waiting Period, your Maximum Benefit Period or your Own Occupation Period.
3. No LTD Benefits will be payable for the period of Temporary Recovery.
4. No LTD Benefits will be payable after benefits become payable to you under any other disability insurance plan under which you become insured during your period of Temporary Recovery.
5. Except as stated above, the provisions of the Group Policy will be applied as if there had been no interruption of your Disability.

(NEW TR PERIOD) LT.TR.OT.1

WHEN LTD BENEFITS END

Your LTD Benefits end automatically on the earliest of:

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

6. The date you resign from your employment or are terminated from employment for cause.

(LSB REF) LT.BE.OT.1X

PREDISABILITY EARNINGS

Your Predisability Earnings will be based on your earnings in effect on your last full day of Active Work. Exception: The Member's LTD Benefit will be adjusted to reflect any salary increase awarded during the period covered by short term disability benefits. Any subsequent change in your earnings after that last full day of Active Work will not affect your Predisability Earnings. The Member’s LTD Benefit will not be adjusted to reflect any salary increase awarded during the period covered by LTD Benefits.
Predisability Earnings means your monthly rate of creditable compensation from your Employer, including:

1. Contributions you make through a salary reduction agreement with your Employer to:

a. An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), 408(p), or 457 deferred compensation arrangement; or

b. An executive nonqualified deferred compensation arrangement.

2. Shift differential pay.
3. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Predisability Earnings does not include:

1. Bonuses.
2. Commissions.
3. Overtime pay.
4. Stock options or stock bonuses.
5. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
6. Any other extra compensation.

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

If you are paid hourly, your monthly rate of creditable compensation is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month, but not more than 173 hours. 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), but not more than 173 hours.

(REG NO COM_NO STOCK) LT.PD.OT.1X

DEDUCTIBLE INCOME

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

1. Sick pay, annual or personal leave pay, severance pay, or other salary continuation, including donated amounts, (but not vacation pay) paid to you by your Employer, if it exceeds the amount found in a., b., and c.

   a. Determine the amount of your LTD Benefit as if there were no Deductible Income, and add your sick pay or other salary continuation to that amount.

   b. Determine 100% of your Indexed Predisability Earnings.

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

2. Your Work Earnings, as described in the **Return To Work Provisions**.
3. Any amount you receive or are eligible to receive because of your disability, including amounts for partial or total disability, whether permanent, temporary, or vocational, under any of the following:

   a. A workers' compensation law;

   b. The Jones Act;

   c. Maritime Doctrine of Maintenance, Wages, or Cure;

   d. Longshoremen's and Harbor Worker's Act; or

   e. Any similar act or law.

4. Any amount you, your Spouse, or your child under age 18 receive or are eligible to receive because of your disability or retirement under:

   a. The Federal Social Security Act;

   b. The Canada Pension Plan;

   c. The Quebec Pension Plan;

   d. The Railroad Retirement Act; or

   e. Any similar plan or act.

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

   Benefits your Spouse or a child receives or are eligible to receive because of your disability are Deductible Income regardless of marital status, custody, or place of residence. The term "child" has the meaning given in the applicable plan or act.

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

6. Any amount you receive or are eligible to receive because of your disability under another group insurance coverage.

7. Any disability or retirement benefits you receive under your Employer's retirement plan.

8. Any earnings or compensation included in Predisability Earnings which you receive or are eligible to receive while LTD Benefits are payable.

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

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.

(CA DOM_NO OTHR OFFST_PUB_NO 3RD) LT.DI.OT.1X

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 death benefits paid under a life insurance policy.

8. Benefits from the following:

   a. Profit sharing plan.

   b. Thrift or savings plan.

   c. Deferred compensation plan.

   d. Plan under IRC Section 401(k), 408(k), 408(p), or 457.

e. Individual Retirement Account (IRA).

f. Tax Sheltered Annuity (TSA) under IRC Section 403(b).

g. Stock ownership plan.

h. Keogh (HR-10) plan.

(PUB_NO OTHR OFFST) LT.ED.OT.1

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.

LT.RU.OT.1

ADDITIONAL BENEFITS FOR THE SEVERELY DISABLED

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

Assisted Living Benefit Requirements

1. You are Disabled and LTD Benefits are payable to you.

2. While you are Disabled:

   a. You, due to loss of functional capacity as a result of Physical Disease or Injury, become unable to safely and completely perform two or more Activities Of Daily Living without Hands-on Assistance or Standby Assistance; or

   b. You require Substantial Supervision for your health or safety due to Severe Cognitive Impairment as a result of Physical Disease or Injury.

3. The condition in 2.a or 2.b above is expected to last 90 days or more as certified by a Physician in the appropriate specialty as determined by us.

B. Amount Of The Assisted Living Benefit
See the **Coverage Features** for the amount of the Assisted Living Benefit.

C. Becoming Insured For Assisted Living Benefits
You are eligible for Assisted Living Benefit coverage if you are insured for LTD insurance. Subject to the **Active Work Provision**, your Assisted Living Benefit coverage becomes effective on the date your LTD insurance becomes effective.

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

E. Time Limits On Filing Proof Of Loss
Proof Of Loss for the Assisted Living Benefit must be provided within 90 days after the date the inability to perform Activities Of Daily Living or the Severe Cognitive Impairment begins. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90-day period.

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

F. When Assisted Living Benefits End
Assisted Living Benefits end automatically on the earliest of:

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

G. When Assisted Living Benefits Coverage Ends
Assisted Living Benefit coverage ends automatically on the earliest of:

1. The date your LTD insurance ends.
2. The date Assisted Living Benefit coverage terminates under the Group Policy.

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

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

I. Exclusions and Limitations
No Assisted Living Benefit will be paid for any period when you are confined for any reason in a penal or correctional institution.

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

1. 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.
2. Any intentionally self-inflicted Injury, while sane or insane.
3. A Mental Disorder.
4. Use of alcohol, alcoholism, use of any drug, including hallucinogens, or drug addiction.

5. A Preexisting Condition.

   a. Definition: For purposes of the Assisted Living Benefit, Preexisting Condition means a mental or physical condition for which you have done, or for which a reasonably prudent person would have done any of the following:

      i. consulted a physician or other licensed medical professional,

      ii. received medical treatment or services or advice,

      iii. undergone diagnostic procedures, including self-administered procedures, or

      iv. taken prescribed drugs or medication

      during the 3 months just before your Assisted Living Benefit coverage is effective.

   b. Period Of Exclusion:

      This exclusion will not apply after the Assisted Living Benefit coverage has been continuously in effect for a period of 12 months, if after that period you have been Actively At Work for at least one full day.

6. Committing or attempting to commit an assault or felony, or active participation in a violent disorder or riot. (Active participation does not include being at the scene of a violent disorder or riot while performing official duties.)

J. Definitions For Assisted Living Benefit
Activities Of Daily Living means Bathing, Continence, Dressing, Eating, Toileting, or Transferring.

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

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

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

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

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

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

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

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

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

Severe Cognitive Impairment means a loss or deterioration in intellectual capacity that is (a) comparable to (and includes) Alzheimer's disease and similar forms of irreversible dementia, and (b) is measured by clinical evidence and standardized tests approved by us that reliably measure impairment in (i) short-term or long-term memory, (ii) orientation as to people, places, or time, and (iii) deductive or abstract reasoning. Severe Cognitive Impairment does not include loss or deterioration as a result of a Mental Disorder.

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

PENSION CONTRIBUTION BENEFIT

A. Payment Of Pension Contribution Benefit

If you are a participant in your Employer's pension plan on the date you become Disabled, we will pay a monthly Pension Contribution Benefit to your Employer, according to the terms of the Group Policy, while you are receiving LTD Benefits. The Pension Contribution Benefit will be paid to fund your future pension benefits from your Employer's pension plan, as determined by your Employer.

The Pension Contribution Benefit becomes payable on the date you meet the following requirements:

1. You are Disabled and LTD Benefits are payable to you; and
2. You are entitled to Social Security disability benefits; and
   a. are receiving such benefits; or
   b. are receiving Social Security early retirement benefits or widow's or widower's benefits; or
   c. Social Security disability benefits are not payable because they are being reduced by other income you receive.

If, in our sole discretion, you are not entitled to Social Security disability benefits solely because you have not earned the required minimum number of quarters for Social Security coverage, you will be considered to have met this requirement for the purposes of being eligible for this benefit.

The amount of the Pension Contribution Benefit is 1% of the first $41,667 of your Predisability Earnings, but not to exceed $416.67.

B. When Pension Contribution Benefits End

Pension Contribution Benefits end automatically on the earliest of:

1. The date LTD Benefits end.
2. The date your Employer's pension plan or the trust is no longer able to accept the Pension Contribution Benefit.
3. The date continued contributions may cause your Employer's pension plan to be disqualified.
4. The date your employment is terminated by you or your Employer, unless your Employer's pension plan document allows continued contributions on your behalf after such date.
5. The date you begin employment with another employer or are self employed, or return to work for your Employer.
6. The date you (a) begin withdrawing a monthly benefit or annuity, (b) withdraw contributions and/or interest, or (c) are required to withdraw or take a distribution of contributions and/or interest, from your Employer's pension plan.

C. Employer Notification

Your Employer will determine and provide us with proof satisfactory to us, which we will rely upon:

1. That your Employer's pension plan may accept the Pension Contribution Benefit on your behalf.
2. The maximum amount of the Pension Contribution Benefit that your Employer's pension plan may accept on your behalf according to the pension plan's definition of compensation for you.
3. Whether any event shown in B. When Pension Contribution Benefits End has occurred.

LT.PC.OT.1X

SURVIVORS BENEFIT

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

1. The Survivors Benefit is a lump sum equal to 3 times your LTD Benefit without reduction by Deductible Income.
2. The Survivors Benefit will first be applied to reduce any overpayment of your claim.
3. The Survivors Benefit will be paid at our option to any one or more of the following:
   a. Your surviving Spouse;
   b. Your surviving unmarried children, including adopted children, under age 25;
   c. Your surviving Spouse's unmarried children, including adopted children, under age 25; or
   d. Any person providing the care and support of any person listed in a., b., or c. above.
   e. Your estate, if you are not survived by any person listed in a., b., or c. above.

(MULTPL_EST_DOM) LT.SB.OT.1

BENEFITS AFTER INSURANCE ENDS OR IS CHANGED

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

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

LT.BA.OT.1

EFFECT OF NEW DISABILITY

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

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

LT.ND.OT.1

DISABILITIES EXCLUDED FROM COVERAGE

A. War

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

B. Intentionally Self-Inflicted Injury

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

C. Preexisting Condition

This Group Policy does not include a Preexisting Condition Exclusion.

D. Loss Of License Or Certification

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

E. Violent Or Criminal Conduct

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

(NO PX) LT.XD.OT.1

LIMITATIONS

A. Care Of A Physician

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

C. Substance Abuse

No LTD Benefits will be paid for any period of Disability caused or contributed to by your Substance Abuse, unless you are participating in good faith in a treatment plan, program or course of medical treatment for Substance Abuse.

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

D. Rehabilitation Program

LTD Benefits will be reduced to 50% of the amount determined from the Schedule Of Insurance 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. If this limitation causes the LTD Benefit to be less than the Minimum LTD Benefit, the Minimum LTD Benefit will be payable.

(NO FRGN) LT.LM.OT.1X

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 LTD Benefits. Proof Of Loss must be provided at your expense.

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

D. Documentation

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

E. Investigation Of Claim

During the pendency of your claim, we may investigate your claim at any time.

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

F. Time Of Payment

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

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

G. Notice Of Decision On Claim

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

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

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

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

a. The reasons for our decision.

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

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

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

H. Review Procedure

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

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

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

I. Assignment

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

(REV PUB WRDG) LT.CL.VA.2

ALLOCATION OF AUTHORITY

Except for those functions which the Group Policy specifically reserves to the Policyholder or Employer, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

1. The right to resolve all matters when a review has been requested;
2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
3. The right to determine:
   a. Eligibility for insurance;
   b. Entitlement to benefits;
   c. The amount of benefits payable; and
   d. The sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy, any decision we make in the exercise of our authority is conclusive and binding.

LT.AL.OT.1

TIME LIMITS ON LEGAL ACTIONS

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

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

LT.TL.OT.1

INCONTESTABILITY PROVISIONS

A. Incontestability Of Insurance

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

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

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

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

B. Incontestability Of The Group Policy

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

No misrepresentation by the Policyholder or your Employer will be used to deny a claim or to deny the validity of the Group Policy unless:

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

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

LT.IN.OT.1

CLERICAL ERROR, AGENCY, AND MISSTATEMENT

A. Clerical Error

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

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

B. Agency

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

C. Misstatement Of Age

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

LT.CE.OT.1

TERMINATION OR AMENDMENT OF THE GROUP POLICY

The Group Policy may be terminated by us or the Policyholder according to its terms. It will terminate automatically for nonpayment of premium. The Policyholder may terminate the Group Policy in whole, and may terminate insurance for any class or group of Members, at any time by giving us written notice.

Benefits under the Group Policy are limited to its terms, including any valid amendment. No change or amendment will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. If the terms of the certificate differ from the Group Policy, the terms stated in the Group Policy will govern. The Policyholder, your Employer, and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any of its terms or provisions without our signed written approval.

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

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

LT.TA.OT.1

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.

Employer means an employer (including approved affiliates and subsidiaries) for which coverage under the Group Policy is approved in writing by us.

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

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.

L.L.C. Owner-Employee means an individual who owns an equity interest in an Employer and is actively employed in the conduct of the Employer's business.

LTD Benefit means the monthly benefit payable to you under the terms of 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 Policyholder or Employer pay the entire premium for insurance; or (b) the Policyholder or Employer require all eligible Members to have insurance and to pay all or part of the premium for insurance.

P.C. Partner means the sole active employee and majority shareholder of a professional corporation in partnership with the Policyholder.

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

(DOM STAT_LSB REF) LT.DF.VA.1

VA/LTDC2000X

Newport News Public Schools

2025 Renewal Summary

Policy 771398 & 771399

Thank you for choosing Standard Insurance Company (The Standard) as your employee benefits partner since July 1, 2019. We appreciate your business and the chance to renew our commitment. We strive to provide Newport News Public Schools and your employees outstanding value, expertise and personal service.

As always our goal is to help you take care of your business and your employees. Our team remains committed to helping you achieve strategic goals for your benefits program, streamline administration and increase employee satisfaction. In short—better results with less noise. Thank you again for your continued business.

Our Approach to Renewals - Continued Partnership

The renewal rates for your Disability insurance will be effective July 1, 2025

In designing fair renewal pricing, we review three components of rating:

1. **The Calculated Rate (also called the Manual Rate)**: We use your current census file demographics, plan design, industry and location to determine a rate for your coverage based on The Standard's book of business of other similar customers. We do this for groups of all sizes.

2. **The Experience Rate**: In addition, we use your past claims history to help us determine your renewal rates. Especially for large employers, past claims experience can be a fair and useful predictor of future liability.

3. **The Blended Rate**: If applicable, we use a formula to determine how credible your Experience Rate is in predicting your future claims and blend it with your Calculated Rate. This produces a Blended Rate that we use to determine your final pricing.

In this package you'll see demographics tables, experience tables, and experience evaluations, where applicable, and a rating action for each of the products reviewed. Please see the renewal summary for complete list of renewal rates.

Please consider this renewal package the next step in our ongoing conversation about how we can best meet your needs. We may be able to work together to help you get more value out of your benefits program or reduce overall costs. We'd be happy to re-evaluate your plan design and benefits usage and discuss your options.

Newport News Public Schools

2025 Renewal Summary

Policy 771398 & 771399

Thank You and Next Steps

We appreciate the opportunity to continue our partnership with Newport News Public Schools. A summary of our 2025 Renewal Offer is in the chart below. Thank you for allowing The Standard the opportunity to support your insurance needs.

Products & Services *	Through 6/30/2025	Effective 7/1/2025
Basic Life	$1.65 Per $1,000	$1.65 Per $1,000
Travel Assistance for Basic Life	*Included in rates for Basic Life*	*Included in rates for Basic Life*
Basic AD&D	$0.01 Per $1,000	$0.01 Per $1,000
Short Term Disability - Plan C	$8.95 Per Member	$9.50 Per Member
Long Term Disability		
Class 1	0.230 % Insured Earnings**	0.260 % Insured Earnings**
Class 2	0.500 % Insured Earnings**	0.565 % Insured Earnings**
Employee Assistance Program	Included in Rates for LTD	Included in Rates for LTD
Short Term Disability (771399)	Included in the Hybrid LTD	Included in the Hybrid LTD
Health Advocate Select	Included in *Hybrid Plan Rates*	Included in *Hybrid Plan Rates*

Rates will be guaranteed for 2 year until July 1, 2027.

* The rates above are shown monthly

** Rate includes STD ATP fee and LTD Rate. Monthly premium payments will be split by 19% to STD ATP then the balance applied to LTD.

You can count on us to help you retain and attract employees by providing the benefits and services they value – now and for years to come. We're always available to address any questions you have about this renewal or for any service needs. Please reach out to the Washington DC group office at (410) 571-1000 and we'll be happy to help.

180 Days Start: 8/21/25 End: 6/9/26 Bus Drivers / Bus Assistants

NNPS 2025-2026 APPROVED 3-18-25

SCHOOL CALENDAR

NEWPORT NEWS PUBLIC SCHOOLS

Newport News Public Schools • 12465 Warwick Blvd., Newport News, VA 23606 • (757) 591-4500 • www.nnschools.org

July 2025

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

4 Independence Day Observance
11, 18, 25 Summer Hours

August 2025

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

6

1, 8 Summer Hours
4 New Teachers Report
14 All Teachers & Teacher Assts. Report
25 All Students Report
29 Schools Closed (as required by State Code), Twelve-Month Employees Report

September 2025

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

21

1 Labor Day - Schools and Offices Closed

October 2025

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

22

10 Schools Closed for Students; Half Day Teacher PD in morning and family conferences in the afternoon (and held throughout the week)

November 2025

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

16

4 E-Commute Teacher Workday (Election Day) - Students do not report
26 Schools Closed; Half Day for Twelve-Month Employees
27-28 Thanksgiving Observance Schools & Offices Closed

December 2025

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

15

22-31 Winter Break - Schools and Offices Closed (12 month employees to use 1/2 day leave each day, Dec. 29 & 30)

January 2026

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

16

1-2 Winter Break - Schools and Offices Closed
5 Schools Closed for Students; Full Teacher Planning Day
6 Schools Reopen
19 Rev. Dr. Martin Luther King, Jr. Day
21-23 Exam Dates - 1/2 day high schools
26 Support Staff Workday and E-Commute Teacher Workday - Students do not report
27 Regional Prof. Development Day
28 Second Semester begins

February 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

19

16 Presidents' Day - Schools Closed, Twelve-Month Employees Report

March 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

22

6 Half day for students; family conferences in the afternoon (and held throughout the week)

April 2026

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

16

3 Students Half Day Dismissal; Teacher Workday in the afternoon
6-10 Spring Break (annually 1st week of April for Peninsula school divisions) - Schools & Offices Closed (12 month employees to use 1/2 day leave each day, April 6-8)
13 Schools Closed for Students; Full Teacher Planning Day

May 2026

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

20

22 Half Day Dismissal for schools
25 Memorial Day Observance - Schools and Offices Closed

June 2026

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

7

6-7 High School Graduations (Tentative)
5, 8, 9 ECC, Elementary & Middle - Early Dismissal
5, 8, 9 High School - Half Day Dismissal
5, 8, 9 Exam Dates
9 Last Student Day
10 Last Teacher Day
19 Juneteenth - Schools and Offices Closed
26 Summer Hours

9 Weeks Report Cards

Period	Ends	# of Days	Reports Issued
1	Nov. 3	48	Nov. 12
2	Jan. 23	43	Feb. 3
3	Apr. 3	47	Apr. 21
4	June 10	40	June 10

178 Student days

Religious observances beginning/occurring on 2025-2026 student school days:

Rosh Hashanah - September 23
Yom Kippur - October 2
Sukkot - October 7
Hanukkah - December 15
Ash Wednesday - February 18
Eid al-Fitr - March 20
Ascension Day - May 14
Shavuot - May 22

Calendar instructional hours exceed 990 state hour requirement.

*All schools need to schedule at least one evening conference period, preferably in the fall.
NOTE: If make-up days are necessary, they will be made

- First Day of School
- Schools & Offices Closed
- Half Day Dismissal
- Early Dismissal
- Schools Closed, Offices Open
- Schools Closed, Half Day Offices Only
- Key Dates

181 Days Start: 8/22/25 End: 6/9/26 Edu. Interpreters / Student Support Asst.

NNPS 2025-2026

APPROVED 3-18-25

SCHOOL CALENDAR

NEWPORT NEWS PUBLIC SCHOOLS

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July 2025

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

4 Independence Day Observance
11, 18, 25 Summer Hours

August 2025

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

5

1, 8 Summer Hours
4 New Teachers Report
14 All Teachers & Teacher Assts. Report
25 All Students Report
29 Schools Closed (as required by State Code), Twelve-Month Employees Report

September 2025

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

21

1 Labor Day - Schools and Offices Closed

October 2025

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

23

10 Schools Closed for Students; Half Day Teacher PD in morning and family conferences in the afternoon (and held throughout the week)

November 2025

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

16

4 E-Commute Teacher Workday (Election Day) - Students do not report
26 Schools Closed; Half Day for Twelve-Month Employees
27-28 Thanksgiving Observance Schools & Offices Closed

December 2025

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

15

22-31 Winter Break - Schools and Offices Closed (12 month employees to use 1/2 day leave each day, Dec. 29 & 30)

January 2026

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

17

1-2 Winter Break - Schools and Offices Closed
5 Schools Closed for Students; Full Teacher Planning Day
6 Schools Reopen
19 Rev. Dr. Martin Luther King, Jr. Day
21-23 Exam Dates - 1/2 day high schools
26 Support Staff Workday and E-Commute Teacher Workday - Students do not report
27 Regional Prof. Development Day
28 Second Semester begins

February 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

19

16 Presidents' Day - Schools Closed, Twelve-Month Employees Report

March 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

22

6 Half day for students; family conferences in the afternoon (and held throughout the week)

April 2026

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

16

3 Students Half Day Dismissal; Teacher Workday in the afternoon
6-10 Spring Break (annually 1st week of April for Peninsula school divisions) - Schools & Offices Closed (12 month employees to use 1/2 day leave each day, April 6-8)
13 Schools Closed for Students; Full Teacher Planning Day

May 2026

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

20

22 Half Day Dismissal for schools
25 Memorial Day Observance - Schools and Offices Closed

June 2026

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

7

6-7 High School Graduations (Tentative)
5, 8, 9 ECC, Elementary & Middle - Early Dismissal
5, 8, 9 High School - Half Day Dismissal
5, 8, 9 Exam Dates
9 Last Student Day
10 Last Teacher Day
19 Juneteenth - Schools and Offices Closed
26 Summer Hours

178 Student Days

9 Weeks Report Cards

Period	Ends	# of Days	Reports Issued
1	Nov. 3	48	Nov. 12
2	Jan. 23	43	Feb. 3
3	Apr. 3	47	Apr. 21
4	June 10	40	June 10

Religious observances beginning/occurring on 2025-2026 student school days:

Rosh Hashanah - September 23
Yom Kippur - October 2
Sukkot - October 7
Hanukkah - December 15
Ash Wednesday - February 18
Eid al-Fitr - March 20
Ascension Day - May 14
Shavuot - May 22

Calendar instructional hours exceed 990 state hour requirement.

*All schools need to schedule at least one evening conference period, preferably in the fall.
NOTE: If make-up days are necessary, they will be made

- First Day of School
- Schools & Offices Closed
- Half Day Dismissal
- Early Dismissal
- Schools Closed, Offices Open
- Schools Closed, Half Day Offices Only
- Key Dates

183 (182 + 1 training day) Start: 8/25/25 End: 6/10/26 CNS Employee / CNS Custodian

NNPS 2025-2026

APPROVED 3-18-25

SCHOOL CALENDAR

NEWPORT NEWS PUBLIC SCHOOLS

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July 2025

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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

4 Independence Day Observance
11, 18, 25 Summer Hours

August 2025

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

4

1, 8 Summer Hours
4 New Teachers Report
14 All Teachers & Teacher Assts. Report
25 All Students Report
29 Schools Closed (as required by State Code), Twelve-Month Employees Report

September 2025

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

21

1 Labor Day - Schools and Offices Closed

October 2025

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

23

10 Schools Closed for Students; Half Day Teacher PD in morning and family conferences in the afternoon (and held throughout the week)

November 2025

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

17

4 E-Commute Teacher Workday (Election Day) - Students do not report
26 Schools Closed; Half Day for Twelve-Month Employees
27-28 Thanksgiving Observance Schools & Offices Closed

December 2025

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

15

22-31 Winter Break - Schools and Offices Closed (12 month employees to use 1/2 day leave each day, Dec. 29 & 30)

January 2026

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

19

1-2 Winter Break - Schools and Offices Closed
5 Schools Closed for Students; Full Teacher Planning Day
6 Schools Reopen
19 Rev. Dr. Martin Luther King, Jr. Day
21-23 Exam Dates - 1/2 day high schools
26 Support Staff Workday and E-Commute Teacher Workday - Students do not report
27 Regional Prof. Development Day
28 Second Semester begins

February 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

19

16 Presidents' Day - Schools Closed, Twelve-Month Employees Report

March 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

22

6 Half day for students; family conferences in the afternoon (and held throughout the week)

April 2026

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

16

3 Students Half Day Dismissal; Teacher Workday in the afternoon
6-10 Spring Break (annually 1st week of April for Peninsula school divisions) - Schools & Offices Closed (12 month employees to use 1/2 day leave each day, April 6-8)
13 Schools Closed for Students; Full Teacher Planning Day

May 2026

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

20

22 Half Day Dismissal for schools
25 Memorial Day Observance - Schools and Offices Closed

June 2026

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

8

6-7 High School Graduations (Tentative)
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5, 8, 9 High School - Half Day Dismissal
5, 8, 9 Exam Dates
9 Last Student Day
10 Last Teacher Day
19 Juneteenth - Schools and Offices Closed
26 Summer Hours

178 Student Days

9 Weeks Report Cards

Period	Ends	# of Days	Reports Issued
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Sukkot - October 7
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Ash Wednesday - February 18
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Calendar instructional hours exceed 990 state hour requirement.

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NOTE: If make-up days are necessary, they will be made

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- Schools & Offices Closed
- Half Day Dismissal
- Early Dismissal
- Schools Closed, Offices Open
- Schools Closed, Half Day Offices Only
- Key Dates

185 (182 + 3 Training Days) Start: 8/25/25 End: 6/10/26

CNS Manager

NNPS 2025-2026

APPROVED 3-18-25

SCHOOL CALENDAR

NEWPORT NEWS PUBLIC SCHOOLS

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July 2025

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

4 Independence Day Observance
11, 18, 25 Summer Hours

August 2025

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

4

1, 8 Summer Hours
4 New Teachers Report
14 All Teachers & Teacher Assts. Report
25 All Students Report
29 Schools Closed (as required by State Code), Twelve-Month Employees Report

September 2025

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

21

1 Labor Day - Schools and Offices Closed

October 2025

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

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S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

17

4 E-Commute Teacher Workday (Election Day) - Students do not report
26 Schools Closed; Half Day for Twelve-Month Employees
27-28 Thanksgiving Observance Schools & Offices Closed

December 2025

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

15

22-31 Winter Break - Schools and Offices Closed (12 month employees to use 1/2 day leave each day, Dec. 29 & 30)

January 2026

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
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19

1-2 Winter Break - Schools and Offices Closed
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February 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

19

16 Presidents' Day - Schools Closed, Twelve-Month Employees Report

March 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

22

6 Half day for students; family conferences in the afternoon (and held throughout the week)

April 2026

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
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May 2026

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

20

22 Half Day Dismissal for schools
25 Memorial Day Observance - Schools and Offices Closed

June 2026

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
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26 Summer Hours

178 Student days

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- Half Day Dismissal
- Early Dismissal
- Schools Closed, Offices Open
- Schools Closed, Half Day Offices Only
- Key Dates

185 Days Start: 8/20/25 End: 6/9/26

NNPS 2025-2026

APPROVED 3-18-25

Security Officers

NEWPORT NEWS PUBLIC SCHOOLS

SCHOOL CALENDAR

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4 Independence Day Observance
11, 18, 25 Summer Hours

August 2025

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1, 8 Summer Hours
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September 2025

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21

1 Labor Day - Schools and Offices Closed

October 2025

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
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December 2025

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15	16	17	18	19	20	21
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March 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
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22 Half Day Dismissal for schools
25 Memorial Day Observance - Schools and Offices Closed

June 2026

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- Schools Closed, Half Day Offices Only
- Key Dates

186 Days Start: 8/18/25 End: 6/10/26

NNPS 2025-2026

APPROVED 3-18-25

Lead Edu. Interpreter

NEWPORT NEWS PUBLIC SCHOOLS

SCHOOL CALENDAR

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July 2025

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4 Independence Day Observance
11, 18, 25 Summer Hours

August 2025

S	M	T	W	T	F	S
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
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25 All Students Report
29 Schools Closed (as required by State Code), Twelve-Month Employees Report

September 2025

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

21

1 Labor Day - Schools and Offices Closed

October 2025

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

23

10 Schools Closed for Students; Half Day Teacher PD in morning and family conferences in the afternoon (and held throughout the week)

November 2025

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

16

4 E-Commute Teacher Workday (Election Day) - Students do not report
26 Schools Closed; Half Day for Twelve-Month Employees
27-28 Thanksgiving Observance Schools & Offices Closed

December 2025

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

15

22-31 Winter Break - Schools and Offices Closed (12 month employees to use 1/2 day leave each day, Dec. 29 & 30)

January 2026

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

19

1-2 Winter Break - Schools and Offices Closed
5 Schools Closed for Students; Full Teacher Planning Day
6 Schools Reopen
19 Rev. Dr. Martin Luther King, Jr. Day
21-23 Exam Dates - 1/2 day high schools
26 Support Staff Workday and E-Commute Teacher Workday - Students do not report
27 Regional Prof. Development Day
28 Second Semester begins

February 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

19

16 Presidents' Day - Schools Closed, Twelve-Month Employees Report

March 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

22

6 Half day for students; family conferences in the afternoon (and held throughout the week)

April 2026

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

16

3 Students Half Day Dismissal; Teacher Workday in the afternoon
6-10 Spring Break (annually 1st week of April for Peninsula school divisions) - Schools & Offices Closed (12 month employees to use 1/2 day leave each day, April 6-8)
13 Schools Closed for Students; Full Teacher Planning Day

May 2026

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

20

22 Half Day Dismissal for schools
25 Memorial Day Observance - Schools and Offices Closed

June 2026

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

8

6-7 High School Graduations (Tentative)
5, 8, 9 ECC, Elementary & Middle - Early Dismissal
5, 8, 9 High School - Half Day Dismissal
5, 8, 9 Exam Dates
9 Last Student Day
10 Last Teacher Day
19 Juneteenth - Schools and Offices Closed
26 Summer Hours

9 Weeks Report Cards

Period	Ends	# of Days	Reports Issued
1	Nov. 3	48	Nov. 12
2	Jan. 23	43	Feb. 3
3	Apr. 3	47	Apr. 21
4	June 10	40	June 10

178 student days

Religious observances beginning/occurring on 2025-2026 student school days:

Rosh Hashanah - September 23
Yom Kippur - October 2
Sukkot - October 7
Hanukkah - December 15
Ash Wednesday - February 18
Eid al-Fitr - March 20
Ascension Day - May 14
Shavuot - May 22

Calendar instructional hours exceed 990 state hour requirement.

*All schools need to schedule at least one evening conference period, preferably in the fall.
NOTE: If make-up days are necessary, they will be made

- First Day of School
- Schools & Offices Closed
- Half Day Dismissal
- Early Dismissal
- Schools Closed, Offices Open
- Schools Closed, Half Day Offices Only
- Key Dates

192 Days Start: 8/14/25 End: 6/10/26

10 mo Teachers / IHS

NNPS 2025-2026 APPROVED 3-18-25

SCHOOL CALENDAR

NEWPORT NEWS PUBLIC SCHOOLS

Newport News Public Schools • 12465 Warwick Blvd., Newport News, VA 23606 • (757) 591-4500 • www.nnschools.org

July 2025

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

4 Independence Day Observance
11, 18, 25 Summer Hours

August 2025

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

11

1, 8 Summer Hours
4 New Teachers Report
14 All Teachers & Teacher Assts. Report
25 All Students Report
29 Schools Closed (as required by State Code), Twelve-Month Employees Report

September 2025

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

21

1 Labor Day - Schools and Offices Closed

October 2025

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

23

Late Hire Day

10 Schools Closed for Students; Half Day Teacher PD in morning and family conferences in the afternoon (and held throughout the week)

November 2025

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

17

4 E-Commute Teacher Workday (Election Day) - Students do not report
26 Schools Closed; Half Day for Twelve-Month Employees
27-28 Thanksgiving Observance Schools & Offices Closed

December 2025

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

15

22-31 Winter Break - Schools and Offices Closed (12 month employees to use 1/2 day leave each day, Dec. 29 & 30)

January 2026

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

19

1-2 Winter Break - Schools and Offices Closed
5 Schools Closed for Students; Full Teacher Planning Day
6 Schools Reopen
19 Rev. Dr. Martin Luther King, Jr. Day
21-23 Exam Dates - 1/2 day high schools
26 Support Staff Workday and E-Commute Teacher Workday - Students do not report
27 Regional Prof. Development Day
28 Second Semester begins

February 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

19

16 Presidents' Day - Schools Closed, Twelve-Month Employees Report

March 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

22

6 Half day for students; family conferences in the afternoon (and held throughout the week)

April 2026

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

17

3 Students Half Day Dismissal; Teacher Workday in the afternoon
6-10 Spring Break (annually 1st week of April for Peninsula school divisions) - Schools & Offices Closed (12 month employees to use 1/2 day leave each day, April 6-8)
13 Schools Closed for Students; Full Teacher Planning Day

May 2026

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

20

22 Half Day Dismissal for schools
25 Memorial Day Observance - Schools and Offices Closed

June 2026

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

8

6-7 High School Graduations (Tentative)
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9 Last Student Day
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19 Juneteenth - Schools and Offices Closed
26 Summer Hours

178 student days

9 Weeks Report Cards

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Calendar instructional hours exceed 990 state hour requirement.

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NOTE: If make-up days are necessary, they will be made

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- Schools & Offices Closed
- Half Day Dismissal
- Early Dismissal
- Schools Closed, Offices Open
- Schools Closed, Half Day Offices Only
- Key Dates

195 Days Start: 8/11/25 End: 6/10/26 Nurses/CATS / Media Specialists

NNPS 2025-2026 APPROVED 3-18-25

SCHOOL CALENDAR

NEWPORT NEWS PUBLIC SCHOOLS

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July 2025

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

4 Independence Day Observance
11, 18, 25 Summer Hours

August 2025

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

14

1, 8 Summer Hours
4 New Teachers Report
14 All Teachers & Teacher Assts. Report
25 All Students Report
29 Schools Closed (as required by State Code), Twelve-Month Employees Report

September 2025

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

21

1 Labor Day - Schools and Offices Closed

October 2025

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

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10 Schools Closed for Students; Half Day Teacher PD in morning and family conferences in the afternoon (and held throughout the week)

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S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

17

4 E-Commute Teacher Workday (Election Day) - Students do not report
26 Schools Closed; Half Day for Twelve-Month Employees
27-28 Thanksgiving Observance Schools & Offices Closed

December 2025

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

15

22-31 Winter Break - Schools and Offices Closed (12 month employees to use 1/2 day leave each day, Dec. 29 & 30)

January 2026

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

19

1-2 Winter Break - Schools and Offices Closed
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February 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

19

16 Presidents' Day - Schools Closed, Twelve-Month Employees Report

March 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

22

6 Half day for students; family conferences in the afternoon (and held throughout the week)

April 2026

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

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May 2026

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

20

22 Half Day Dismissal for schools
25 Memorial Day Observance - Schools and Offices Closed

June 2026

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
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26 Summer Hours

178 Student Days

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- Schools Closed, Half Day Offices Only
- Key Dates

197 Days Start: 8/11/25 End: 6/12/26

School Counselors

NNPS 2025-2026 SCHOOL CALENDAR

APPROVED 3-18-25

NEWPORT NEWS PUBLIC SCHOOLS

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July 2025

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20	21	22	23	24	25	26
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4 Independence Day Observance
11, 18, 25 Summer Hours

August 2025

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
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31						

14

1, 8 Summer Hours
4 New Teachers Report
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14	15	16	17	18	19	20
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21

1 Labor Day - Schools and Offices Closed

October 2025

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
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S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
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25 Memorial Day Observance - Schools and Offices Closed

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202 Days Start: 8/4/25 End: 6/15/26

NNPS 2025-2026

APPROVED 3-18-25

Lead Teachers / Lead Nurses

SCHOOL CALENDAR

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11, 18, 25 Summer Hours

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1 Labor Day - Schools and Offices Closed

October 2025

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5	6	7	8	9	10	11
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S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

17

4 E-Commute Teacher Workday (Election Day) - Students do not report
26 Schools Closed; Half Day for Twelve-Month Employees
27-28 Thanksgiving Observance Schools & Offices Closed

December 2025

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

15

22-31 Winter Break - Schools and Offices Closed (12 month employees to use 1/2 day leave each day, Dec. 29 & 30)

January 2026

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

19

1-2 Winter Break - Schools and Offices Closed
5 Schools Closed for Students; Full Teacher Planning Day
6 Schools Reopen
19 Rev. Dr. Martin Luther King, Jr. Day
21-23 Exam Dates - 1/2 day high schools
26 Support Staff Workday and E-Commute Teacher Workday - Students do not report
27 Regional Prof. Development Day
28 Second Semester begins

February 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

19

16 Presidents' Day - Schools Closed, Twelve-Month Employees Report

March 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

22

6 Half day for students; family conferences in the afternoon (and held throughout the week)

April 2026

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

17

3 Students Half Day Dismissal; Teacher Workday in the afternoon
6-10 Spring Break (annually 1st week of April for Peninsula school divisions) - Schools & Offices Closed (12 month employees to use 1/2 day leave each day, April 6-8)
13 Schools Closed for Students; Full Teacher Planning Day

May 2026

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

20

22 Half Day Dismissal for schools
25 Memorial Day Observance - Schools and Offices Closed

June 2026

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

11

6-7 High School Graduations (Tentative)
5, 8, 9 ECC, Elementary & Middle - Early Dismissal
5, 8, 9 High School - Half Day Dismissal
5, 8, 9 Exam Dates
9 Last Student Day
10 Last Teacher Day
19 Juneteenth - Schools and Offices Closed
26 Summer Hours

178 Student Days

9 Weeks Report Cards

Period	Ends	# of Days	Reports Issued
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NOTE: If make-up days are necessary, they will be made

★ First Day of School
Schools & Offices Closed
Half Day Dismissal
Early Dismissal
Schools Closed, Offices Open
Schools Closed, Half Day Offices Only
Key Dates

202 Days Start: 7/29/25 End 6/10/26

NNPS 2025-2026

APPROVED 3-18-25

CO-OP Teachers

NEWPORT NEWS PUBLIC SCHOOLS

SCHOOL CALENDAR

Newport News Public Schools • 12465 Warwick Blvd., Newport News, VA 23606 • (757) 591-4500 • www.nnschools.org

July 2025

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

3

4 Independence Day Observance
11, 18, 25 Summer Hours

August 2025

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

18

1, 8 Summer Hours
4 New Teachers Report
14 All Teachers & Teacher Assts. Report
25 All Students Report
29 Schools Closed (as required by State Code), Twelve-Month Employees Report

September 2025

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

21

1 Labor Day - Schools and Offices Closed

October 2025

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

23

10 Schools Closed for Students; Half Day Teacher PD in morning and family conferences in the afternoon (and held throughout the week)

November 2025

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

17

4 E-Commute Teacher Workday (Election Day) - Students do not report
26 Schools Closed; Half Day for Twelve-Month Employees
27-28 Thanksgiving Observance Schools & Offices Closed

December 2025

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
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15

22-31 Winter Break - Schools and Offices Closed (12 month employees to use 1/2 day leave each day, Dec. 29 & 30)

January 2026

S	M	T	W	T	F	S
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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
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19

1-2 Winter Break - Schools and Offices Closed
5 Schools Closed for Students; Full Teacher Planning Day
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28 Second Semester begins

February 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

19

16 Presidents' Day - Schools Closed, Twelve-Month Employees Report

March 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
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29	30	31				

22

6 Half day for students; family conferences in the afternoon (and held throughout the week)

April 2026

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
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10	11	12	13	14	15	16
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31						

20

22 Half Day Dismissal for schools
25 Memorial Day Observance - Schools and Offices Closed

June 2026

S	M	T	W	T	F	S
	1	2	3	4	5	6
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8

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178 student days

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- First Day of School
- Schools & Offices Closed
- Half Day Dismissal
- Early Dismissal
- Schools Closed, Offices Open
- Schools Closed, Half Day Offices Only
- Key Dates

220 Days start: 7/21/25 End: 6/25/26

11 mo Employees

NNPS 2025-2026

APPROVED 3-18-25

SCHOOL CALENDAR

NEWPORT NEWS PUBLIC SCHOOLS

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July 2025

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4 Independence Day Observance
11, 18, 25 Summer Hours

August 2025

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
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1, 8 Summer Hours
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	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				21

1 Labor Day - Schools and Offices Closed

October 2025

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
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	1	2	3	4	5	6
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14	15	16	17	18	19	20
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28	29	30	31			15

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22	23	24	25	26	27	28
						19

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1	2	3	4	5	6	7
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- Schools Closed, Half Day Offices Only
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245 Days Start: 7/1/25 End: 6/30/26

12 mo Employees

NNPS 2025-2026 APPROVED 3-18-25

SCHOOL CALENDAR

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11, 18, 25 Summer Hours

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1 Labor Day - Schools and Offices Closed

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NEWPORT NEWS PUBLIC SCHOOLS

Human Resources

12507 Warwick Boulevard, Newport News, VA 23606 • phone: 757-881-5061• fax: 757-597-2967

2025-2026 Contract Schedule

Description	First Day	Last Day	Weekly Days	Annual Days
192 DAYS (REG TECHRS & IA's)	08/14/2025	06/10/2026	5	192.00
195 DAYS (NURSES & MEDIA SPEC/ASST)	08/11/2025	06/10/2026	5	195.00
197 DAYS (COUNSELORS)	08/11/2025	06/12/2026	5	197.00
202 DAYS (LEAD TEACHER & LEAD NURSE)	08/04/2025	06/15/2026	5	202.00
202 DAYS (COOP TEACHERS)	07/29/2025	06/10/2026	5	202.00
220 DAYS (11 FULL MNTHS)	07/21/2025	06/25/2026	5	220.00
245 DAYS (12 FULL MNTHS)	07/01/2025	06/30/2026	5	245.00
180 DAYS (BUS DRIVERS)	08/21/2025	06/09/2026	5	180.00
181 DAYS (INTERPRETERS & ISS)	08/22/2025	06/09/2026	5	181.00
183 DAYS (CNS EMPLOYEE & CNS CUST)	08/25/2025	06/10/2026	5	183.00
185 DAYS (CNS MANAGER)	08/25/2025	06/10/2026	5	185.00
185 DAYS (SECURITY)	08/20/2025	06/09/2026	5	185.00
186 DAYS (LEAD INTERPRETER)	08/18/2025	06/10/2026	5	186.00

Please note the following information:
**The contract schedule includes but is not limited to just the employee groups listed above.*
**Specific work days during the calendar year may differ for each contract length; work days are determined annually for each contract length and can be obtained by departmental leadership.*

PURCHASING DEPARTMENT

Newport News Public Schools

757-591-4525/ FAX 757-591-4593

12465 WARWICK BOULEVARD • NEWPORT NEWS, VIRGINIA 23606-3041

February 11, 2026
Addendum #1
FOR IMMEDIATE ATTENTION

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference – Request for Proposal:	RFP #006-0-2026/SB Group Basic Life, Accidental Death & Dismemberment and Group Short-Term Disability Plans
For Delivery To:	Newport News Public Schools
Proposals Due:	February 25, 2026 at 2:00 PM EST

The above is hereby changed to read:

1. **Proposal Due Date Extended: Reference Page 1:** Closing Date. The Proposal Due Date is hereby changed from Friday, February 20, 2026 at 2:00 PM EST to "**Wednesday, February 25, 2026 at 2:00 PM EST**."

2. **Responses to Pre-Proposal Questions:**

   a. Please provide renewal rates. Current renewal with The Standard is in effect through 7/31/2027. Please see attached.

   b. Are the retiree basic life classes open or closed? Closed, however anyone actively working that is grandfathered into city retirement plan is eligible for this coverage as an active employee and upon retirement

   c. Based on the certificates we received it appears that as of April 2024, both benefit maxes were changed to be 140K. Was this change retro to the policy effective date or as of April 2024? Change was effective August 1, 2023.

   d. Please provide 3 years of experience that includes premium, volume, paid claims, and lives. Please provide experience separated by active/retirees. Please use the filter in attachment M, claims experience 2023-2025. Claims prior to this time frame were with Metlife, who were unable to provide us with this documentation for the RFP. There are no claims showing for the term life for retirees. Retirees are not eligible for disability.

   e. Please provide a Waiver of Premium listing by coverage for the pending, approved, open and closed claims that includes the date of disability, approval date, closed date, face amounts, and reserve amounts. Please see attached, claims run report under code TPD2.

   f. What is the end age for the active Waiver of Premium policy? Insurance will be continued without payment of premiums while you are Totally Disabled if:

      1. You become Totally Disabled while insured under the Group Policy and under age 60;

      2. You complete your Waiting Period; and

      3. You give us satisfactory Proof Of Loss.

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

g. The individuals that should be covered under Amendment 1 of the 2026 revised letter all indicate a benefit level of $10,000, however these same individuals listed in the census provided have a benefit of $5,000. Which is correct? The benefit level was updated to $10,000. This also applies to the individuals on the census, this was missed in updating documents for the RFP. Benefit level of $10,000

h. Are active employees subject to an age reduction? Page 9, NNPS Life Certificate active class: Your insurance will not be reduced because of your age unless your insurance is subject to termination under the Waiver of Premium provision.

i. Please send a recent invoice with up-to-date enrollment, volumes, and premium for all life lines.

j. STD:

Please provide the Standard certificates. While we understand we are to mirror the MetLife certificates they are needed for experience rating. Please use this link to access the certificates: https://usii.sharefile.com/d-sc8167f30151e45c39382657cd52ba7da

Please confirm we are not to quote LTD. That is correct.

Please provide 3 years of STD experience including paid premium and average lives per period, and paid claims by period. The claim list provided is not usable for STD experience rating. Please see attached.

Please provide a copy of a recent STD invoice.

Please confirm the census files reflect the certain employees who receive the coverage. If not, please indicate who should receive the coverage. Census reflects those who receive the coverage.

Please indicate which tier each employee falls into on the STD plan. Please provide additional context around this question, so that we can accurately respond.

Is the STD plan self-insured or fully insured. Fully insured for all members.

k. Please provide **December 2025 Invoice.** This has been requested and will be sent once received.

   a. Lives, Volume, Premium and Rate

   b. For each line of coverage to be quoted

l. Please provide **Monthly** data **since The Standard effective date of 08/01/2023**

   a. Lives, Volume, Premium and Rate

   b. For each line of coverage to be quoted Requested Please use this link: https://usii.sharefile.com/d-s8b8580d9aefb4d059673a7341ae62e7f

m. RFP page 148 says The Schools would like to see proposals of basic life insurance for both Active and Retirees in the amount of $140,000 and $150,000. Does this requested **change impact the existing Retirees**, who may have $10,000 in coverage currently? No, the existing retirees who have $10,000 will not be impacted.

n. Clarification – RFP page 1 says, “NNPS has determined that the **current STD certificate is not accurate**” and “mirror the Prudential certificate”

   a. Assume Typo? Meant to say MetLife? Correct

   b. Typically, the contract language will apply in the event of any discrepancy, so

i. Has The Standard been paying claims based on The Standard STD certificate (which was not provided in the RFP)? Yes, they have been paying on their own certificate. The current certificates can be reviewed here: https://usii.sharefile.com/d-s1a412e7a741a4073a9fd087b0076dd97

ii. Are the claims provided representative of the plan provisions in MetLife cert?

iii. There are two MetLife STD policies, Exempt and Non-Exempt, do Exempt employees pay the same rate as Non-Exempt employees? These are employer paid lines

o. MetLife STD policies (Attachment F and G) indicate that the STD weekly benefit is based on the employees accumulated sick leave. Can you **add accumulated sick leave to the STD census** files? This has been requested and may take up to a week to be processed and sent to you.

p. Claim Experience for Policy 771398 listing is thru 07/31/2025, please request updated claim list as of **12/31/2025 please see link: https://usii.sharefile.com/d-s8b8580d9aefb4d059673a7341ae62e7f**

q. Cost Exhibit (2025 Renewal Summary) references Policy 771399. Please provide **Claim Experience for Policy 771399 please see link https://usii.sharefile.com/d-s8b8580d9aefb4d059673a7341ae62e7f**

r. Cost Exhibit references STD - Plan C, what is "Plan C" refer to?

s. Cost Exhibit references LTD

a. Are we quoting this LTD plan? No, this class is closed. Hybrid employees were included in the experience provided by The Standard and they should not have been.

b. Class 1 & Class 2, how can we identify LTD classes on census files? N/A

c. Appears we need the Date the employee participated in VRS to determine whether EE has less than 12 months of *continuous* participation in VRS N/A

d. Can you explain the Disability Census descriptions and how they tie to the Disability Plans? For example, can we match "Attachment H, LTD Cert" to "Attachment J, Hybrid Census"? Yes

t. Life Census Clarifications: Please confirm the current censuses' show 786 Actives and 874 retirees. confirmed

u. Disability Underwriting: Please provide sick leave on the census. This has been requested and provided.

v. The RFP states that the current STD plan documents are incorrect and so a prior carrier policy was provided from Prudential. However, the certificates provided are from MetLife. Please confirm that the plan documents for MetLife are the STD plan the district wants to quote. Correct, that was a typing error. My apologies.

w. Please confirm whether the group participates in Social Security and if so, if any occupations are exempt. Yes, NNPS participates in social security:

x. Please provide for LTD and STD premiums by month back to 1/1/2021. Please disregard LTD, it is a closed class and not being quoted under this RFP.

y. Please provide rate history back to 1/1/21. Please see attached.

z. Proposals: The RFP on page 9 states that "All offerors must submit proposed costs by fully completing Attachment H – Cost Exhibit." However, we did not receive the Attachment H – Cost Exhibit document with the provided materials. Could you provide this document? The attachment names were shifted and were missed updating on page 9. Attachment N is the cost exhibit. Attachment H is the plan design and EOC for LTD.

aa. Life Underwriting: Upon reviewing the census data in comparison to the RFP, it appears that there may be missing information regarding Active NNERF Basic Life/AD&D coverage. The RFP indicates there are 483 active employees, whereas the census currently reflects data for 179 employees. NNPS will confirm and issue the response in Addendum #2.

bb. Disability Underwriting: Would you like us to quote long-term disability insurance coverage? If so, please provide rates and census data. No, this is a closed class. Please do not quote.

Newport News Public Schools

2025 Renewal Summary

Policy 771398 & 771399

Thank you for choosing Standard Insurance Company (The Standard) as your employee benefits partner since July 1, 2019. We appreciate your business and the chance to renew our commitment. We strive to provide Newport News Public Schools and your employees outstanding value, expertise and personal service.

As always our goal is to help you take care of your business and your employees. Our team remains committed to helping you achieve strategic goals for your benefits program, streamline administration and increase employee satisfaction. In short—better results with less noise. Thank you again for your continued business.

Our Approach to Renewals - Continued Partnership

The renewal rates for your Disability insurance will be effective July 1, 2025

In designing fair renewal pricing, we review three components of rating:

1. **The Calculated Rate (also called the Manual Rate)**: We use your current census file demographics, plan design, industry and location to determine a rate for your coverage based on The Standard's book of business of other similar customers. We do this for groups of all sizes.

2. **The Experience Rate**: In addition, we use your past claims history to help us determine your renewal rates. Especially for large employers, past claims experience can be a fair and useful predictor of future liability.

3. **The Blended Rate**: If applicable, we use a formula to determine how credible your Experience Rate is in predicting your future claims and blend it with your Calculated Rate. This produces a Blended Rate that we use to determine your final pricing.

In this package you'll see demographics tables, experience tables, and experience evaluations, where applicable, and a rating action for each of the products reviewed. Please see the renewal summary for complete list of renewal rates.

Please consider this renewal package the next step in our ongoing conversation about how we can best meet your needs. We may be able to work together to help you get more value out of your benefits program or reduce overall costs. We'd be happy to re-evaluate your plan design and benefits usage and discuss your options.

Newport News Public Schools

2025 Renewal Summary

Policy 771398 & 771399

Thank You and Next Steps

We appreciate the opportunity to continue our partnership with Newport News Public Schools. A summary of our 2025 Renewal Offer is in the chart below. Thank you for allowing The Standard the opportunity to support your insurance needs.

Products & Services *	Through 6/30/2025	Effective 7/1/2025
Basic Life	$1.65 Per $1,000	$1.65 Per $1,000
Travel Assistance for Basic Life	*Included in rates for Basic Life*	*Included in rates for Basic Life*
Basic AD&D	$0.01 Per $1,000	$0.01 Per $1,000
Short Term Disability - Plan C	$8.95 Per Member	$9.50 Per Member
Long Term Disability		
Class 1	0.230 % Insured Earnings**	0.260 % Insured Earnings**
Class 2	0.500 % Insured Earnings**	0.565 % Insured Earnings**
Employee Assistance Program	Included in Rates for LTD	Included in Rates for LTD
Short Term Disability (771399)	Included in the Hybrid LTD	Included in the Hybrid LTD
Health Advocate Select	Included in *Hybrid Plan Rates*	Included in *Hybrid Plan Rates*

Rates will be guaranteed for 2 year until July 1, 2027.

* The rates above are shown monthly

** Rate includes STD ATP fee and LTD Rate. Monthly premium payments will be split by 19% to STD ATP then the balance applied to LTD.

You can count on us to help you retain and attract employees by providing the benefits and services they value – now and for years to come. We're always available to address any questions you have about this renewal or for any service needs. Please reach out to the Washington DC group office at (410) 571-1000 and we'll be happy to help.

Appendix
Claim Experience Report Key

Item	Explanation	
Claim Number	System-assigned number	
Claimant Name	Last Name of claimant. If Dependent Life claims, last name of covered member.	
Gender	M = Male, F = Female	
Coverage	SD	= State Mandated Disability
	LTD	= Long Term Disability
	STD	= Short Term Disability
	TERM	= Life Insurance
	TPD2	= Life Waiver of Premium
	DEP	= Dependent Life
Product	AD&D	= Accidental Death and Dismemberment
	BA /AA	= Basic / Additional Accidental Death & Dismemberment
	BL / AL	= Basic / Additional Life
	ASL	= Additional Spouse Dependent Life
	DL	= Dependent Life
	L1	= Employer Reasonable Accommodation
	L2	= Employer (Non P.O.) Reasonable Accommodation
	L4	= Employer Rehab Benefit
	L5	= Vendor Rehab Benefits - Training & Ed
	L6	= Vendor Expense Benefit
	L7	= Member Rehab Benefits - Training & Ed
	L8	= Member Expense Benefit
	ML	= Member Assisted Living Benefit - ALB
	OP	= Optional LTD
	PB	= Pension Contribution Benefit
	RT	= Special Retirement Benefit - Extended LTD
	SB / SO	= Survivor Benefit – Basic / Optional
	LT	= Long Term Disability
	ST	= Short Term Disability
	XCL / XSL / XDL	= Child / Spouse / Spouse and Child Dependents Life
Birth Date	The month and year in which the claimant was born.	
Incurred Date	The month and year in which death or disability occurred.	
Approved Date	The month and year the claim was approved by Standard.	
Term Date	The month and year the claim was closed.	
Pending	Claim is pending.	
Benefit	Shown only for STD and LTD – The benefit prior to any reduction for income from other sources (i.e., the gross benefit).	
Paid This Period	The amount paid during the time period covered by the claims run. Negative amounts reflect adjustment and/or overpayment recoveries	
Paid This Claim	The total amount paid since the incurred date of the claim.	
Reserve End of Period	This is the reserve held by Standard at the end of the time period covered by the claims run (set aside to pay future liabilities).	
Reserve Beginning of Period	This is the reserve held by Standard at the beginning of the time period covered by the claims run (set aside to pay future liabilities).	

Appendix
Experience Evaluation Key

Incurred Experience Exhibit

Illustration of premium and claims by time period incurred (accrual basis). Reserves and paid claims for each claim are included in the time period which includes the date of disability.

Cash Flow Experience Exhibit

Illustration of premium and claims by time period of claims paid during a specific period without reference to incurred date. Reserves are calculated by subtracting the reserves at the beginning of the analysis period from the reserves at the end of the analysis period.

Loss Ratio

Incurred Claims divided by adjusted earned premium.

Earned and Adjusted Premium

Earned Premium is premium credited for a specified period of time. It does not include overpayments or adjustments from other periods. For experience rating, all earned premiums are adjusted to the current rate or calculated rate, resulting in adjusted earned premium.

Total Incurred Claims

Incurred claims may include:

- Paid claims
- Active reserves or change in reported reserves
- Incurred but not reported (IBNR) reserves.
- Pending claim reserves
- FICA payments
- Conversion Charges

Retention

Retention includes expenses associated with the plan. These may include:

- Acquisition charges
- General expense charges
- Claims administration expenses
- Premium taxes
- Commissions

Calculated Rate

Calculated rate, otherwise known as manual rate, is the rate calculated from the use of census data and employer characteristics, including age, gender, plan design, industry, occupation, and benefits. Rates are calculated from actuarial tables, and are based on large blocks of business.

Experience Rate

This is the rate that would have covered claims and plan retention during the time period reviewed. If experience is less than 100% credible, the experience rate is blended with the calculated rate by weighted formula, resulting in the blended rate.

Life Years & Credibility

A life year is defined as one member insured for one year. For example, 1,000 employees insured for 2 years would equal 2,000 life years.

Investment Credit

When evaluating long term disability on an incurred basis, we reduce the experience rate by an investment credit for rating purposes, to reflect investment earnings on reserves. This relates to non-refunding groups only.

MetLife Life insurance rates effective 8/1/2021-07/31/2022

We have set the following rates for the coming year:

Coverage	Current Rate	Renewal Rate	Change in Rate (+/- %)
Basic Life			
All Active Full	$0.180	$0.180	0.00%
Retiree - Basic	$2.500	$2.500	0.00%
Personal AD&D			
All Active Full	$0.010	$0.010	0.00%

MetLife STD rates effective 08/01/2021-07/31/2023

Coverage	Current Rate/Fee	Renewal Rate/Fee	Change in Rate/Fee (+/- %)
STD - Exempt			
10 Mon	$5.183	$5.183	0.00%
11 Mon	$5.776	$5.776	0.00%
12 Mon	$6.350	$6.350	0.00%
STD Non-Exempt			
10 Mon Non-Ex -	$3.411	$3.411	0.00%
11 Mon Non-Ex -	$3.882	$3.882	0.00%
12 Mon Non-Ex -	$4.232	$4.232	0.00%

STD rates are guaranteed through 7/31/23.

Rates effective 7/1/2024-06/30/2025

Products & Services *	Through 6/30/2025	Effective 7/1/2025
Basic Life	$1.65 Per $1,000	$1.65 Per $1,000
Travel Assistance for Basic Life	*Included in rates for Basic Life*	*Included in rates for Basic Life*
Basic AD&D	$0.01 Per $1,000	$0.01 Per $1,000
Short Term Disability - Plan C	$8.95 Per Member	$9.50 Per Member
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Class 2	0.500 % Insured Earnings**	0.565 % Insured Earnings**
Employee Assistance Program	Included in Rates for LTD	Included in Rates for LTD
Short Term Disability (771399)	Included in the Hybrid LTD	Included in the Hybrid LTD
Health Advocate Select	Included in *Hybrid Plan Rates*	Included in *Hybrid Plan Rates*

Rates will be guaranteed for 2 year until July 1, 2027.

End of Addendum #1

All other provisions of the RFP shall remain unchanged.

Sincerely,

Shannon Bailey, VCCO, VCO
Director of Procurement
shannon.bailey1@nn.k12.va.us
757-591-4560 x10752

Name of Firm

_____
Signature/Title

_____
Date

PURCHASING DEPARTMENT

Newport News Public Schools

757-591-4525/ FAX 757-591-4593 12465 WARWICK BOULEVARD • NEWPORT NEWS, VIRGINIA 23606-3041

February 17, 2026
Addendum #2
FOR IMMEDIATE ATTENTION

ADDENDUM NO. 2 TO ALL OFFERORS:

Reference – Request for Proposal:	RFP #006-0-2026/SB Group Basic Life, Accidental Death & Dismemberment and Group Short-Term Disability Plans
For Delivery To:	Newport News Public Schools
Proposals Due:	February 27, 2026 at 2:00 PM EST

The above is hereby changed to read:

1. **Proposal Due Date Extended: Reference Page 1:** Closing Date. The Proposal Due Date is hereby changed from February 25, 2026 at 2:00 PM EST to "**February 27, 2026 at 2:00 PM EST**."

2. **Responses to Pre-Proposal Questions:**

   a. Upon reviewing the census data in comparison to the RFP, it appears that there may be missing information regarding Active NNERF Basic Life/AD&D coverage. The RFP indicates there are 483 active employees, whereas the census currently reflects data for 179 employees. Please clarify. NNPS is currently reviewing the census data in comparison to the RFP requirements for the discrepancy between the 483 active employees referenced in the RFP and the 179 employees reflected in the census file for Active NNERF Basic Life/AD&D coverage. Currently, we do not have a confirmed response, but we are working internally to validate the data.

   b. Please confirm the current STD rate for this plan.

	8/1/2023 to 10/31/2024	
Earned Premium	264,642	
Constant Premium	264,642	Earned Premium using current rate level for all past years
Incurred Claims	235,985	
Loss Ratio	89.2%	(Incurred Claims / Earned Premium)
Constant Loss Ratio	89.2%	(Incurred Claims / Constant Premium)
Inforce Rate	8.950	
Experience Rate	13.360	
Calc Rate	19.030	
Credibility	100%	
Blended Rate	**13.360**	

Blended = ExpRate * Credibility + CalcRate * (1-Credibility)

All other provisions of the RFP shall remain unchanged.

Sincerely,
Shannon Bailey, VCCO, VCO
Director of Procurement
shannon.bailey1@nn.k12.va.us
757-591-4560 x10752

Name of Firm

_____
Signature/Title

_____
Date

PURCHASING DEPARTMENT

Newport News Public Schools

757-591-4525/ FAX 757-591-4593

12465 WARWICK BOULEVARD • NEWPORT NEWS, VIRGINIA 23606-3041

February 25, 2026
Addendum #3
FOR IMMEDIATE ATTENTION

ADDENDUM NO. 3 TO ALL OFFERORS:

Reference – Request for Proposal:	RFP #006-0-2026/SB Group Basic Life, Accidental Death & Dismemberment and Group Short-Term Disability Plans
For Delivery To:	Newport News Public Schools
Proposals Due:	March 9, 2026 at 2:00 PM EST

The above is hereby changed to read:

1. **Proposal Due Date Extended: Reference Page 1:** Closing Date. The Proposal Due Date is hereby changed from February 27, 2026 at 2:00 PM EST to "**March 9, 2026 at 2:00 PM EST**."

2. **Link to Short Term Disability (STD) Invoice and Census Information:** Please see below link.

   https://usii.sharefile.com/d-se8d0780473ac42a086bd431de24b5bd5

All other provisions of the RFP shall remain unchanged.

Sincerely,
Shannon Bailey, VCCO, VCO
Director of Procurement
shannon.bailey1@nn.k12.va.us
757-591-4560 x10752

_____
Name of Firm

_____
Signature/Title

_____
Date