The George Washington University has established a short term disability (STD) income benefit Program and agreed to provide STD Benefits according to the terms of the Program Document. The George Washington University is solely responsible for payment of STD Benefits payable under the terms of this Program.

The George Washington University has retained Standard Insurance Company (Standard) as Claims Administrator for the Program. Standard shall receive, process, investigate and evaluate claims for benefits. Standard has authority to make initial decisions to approve, deny or close claims for benefits. Standard is also authorized to review and decide appeals of denied or closed claims, if requested by claimants as provided in the appeal provision of the Program. Thereafter, The George Washington University may elect to hear and decide any further appeals by claimants. In each case, The George Washington University retains the right of final review and decision on all claims and appeals.

Standard will also perform certain administrative services for the Program, including advising and assisting The George Washington University with preparation and revision of the Program and providing actuarial services. Standard has no authority or obligation with respect to management or investment of the assets of the Program or The George Washington University's right of subrogation under the Program.

This Program and the individual applications, if any, of the Members constitute the entire Program. The George Washington University has the right at anytime to amend or terminate this Program or to require or change the amount of Member contributions. No change in this Program will be valid unless approved by The George Washington University and evidenced by an amendment. No agent has authority to change this Program or to waive any of its provisions. This program is intended to be a payroll practice and is not intended to be governed by ERISA.

For purposes of effective dates and ending dates under this Program, all days begin and end at 12:00 midnight Standard Time at The George Washington University's address.

All provisions on this and the following pages are part of this Program. "You" and "your" mean the Member. "We", "us", and "our" mean Standard Insurance Company acting in its capacity as Claims Administrator on behalf of Program Sponsor. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear in boldface type.
# Table of Contents

**Coverage Features** ................................................................. 1

**General Program Information** ............................................... 1

**Schedule of Coverage** .......................................................... 1

**Member Contributions** .......................................................... 2

**Statement of Coverage** ......................................................... 3

**Becoming Covered** ............................................................... 3

**When Your Coverage Becomes Effective** ................................ 3

**Active Work Provisions** .......................................................... 3

**When Your Coverage Ends** ................................................... 3

**Academic Year Appointments** ................................................ 4

**Reinstatement of Coverage** .................................................... 4

**Definition of Disability** .......................................................... 4

**Return to Work Provisions** ..................................................... 5

**Temporary Recovery** ............................................................ 5

**When STD Benefits End** ....................................................... 5

**Benefits Eligible Salary** .......................................................... 6

**Deductible Income** ............................................................... 6

**Rules for Deductible Income** .................................................. 6

**Benefits After Coverage Ends or Is Changed** .......................... 7

**Effect of New Disability** ........................................................ 7

**Disabilities Excluded from Coverage** ..................................... 7

**Limitations** ........................................................................... 8

**Claims** .................................................................................. 8

**Allocation of Authority** ......................................................... 10

**Time Limits on Legal Actions** ................................................. 10

**Clerical Error** ...................................................................... 10

**Termination or Amendment of the Program** ............................... 11

**Definitions** .......................................................................... 11
# Index of Defined Terms

<table>
<thead>
<tr>
<th>Term</th>
<th>Page(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Active Work, Actively At Work</td>
<td>3</td>
</tr>
<tr>
<td>Allowable Periods</td>
<td>5</td>
</tr>
<tr>
<td>ATP Number</td>
<td>1</td>
</tr>
<tr>
<td>Benefit Waiting Period</td>
<td>2, 11</td>
</tr>
<tr>
<td>Benefits Eligible Salary</td>
<td>6</td>
</tr>
<tr>
<td>Claims Administrator</td>
<td>1</td>
</tr>
<tr>
<td>Class Definition</td>
<td>1</td>
</tr>
<tr>
<td>Contributory</td>
<td>11</td>
</tr>
<tr>
<td>Deductible Income</td>
<td>6</td>
</tr>
<tr>
<td>Eligibility Waiting Period</td>
<td>2, 11</td>
</tr>
<tr>
<td>Employer</td>
<td>1</td>
</tr>
<tr>
<td>Hospital</td>
<td>11</td>
</tr>
<tr>
<td>Injury</td>
<td>11</td>
</tr>
<tr>
<td>Leave Of Absence</td>
<td>2</td>
</tr>
<tr>
<td>Leave Of Absence Periods</td>
<td>2</td>
</tr>
<tr>
<td>Maximum Benefit Period</td>
<td>2, 11</td>
</tr>
<tr>
<td>Maximum STD Benefit</td>
<td>2</td>
</tr>
<tr>
<td>Member</td>
<td>1, 3</td>
</tr>
<tr>
<td>Mental Disorder</td>
<td>11</td>
</tr>
<tr>
<td>Noncontributory</td>
<td>12</td>
</tr>
<tr>
<td>Physical Disease</td>
<td>12</td>
</tr>
<tr>
<td>Physician</td>
<td>12</td>
</tr>
<tr>
<td>Plan Effective Date</td>
<td>1</td>
</tr>
<tr>
<td>Plan Sponsor</td>
<td>1</td>
</tr>
<tr>
<td>Pregnancy</td>
<td>12</td>
</tr>
<tr>
<td>Prior Plan</td>
<td>12</td>
</tr>
<tr>
<td>Program</td>
<td>12</td>
</tr>
<tr>
<td>Proof Of Loss</td>
<td>8</td>
</tr>
<tr>
<td>STD Benefit</td>
<td>12</td>
</tr>
<tr>
<td>Temporary Recovery</td>
<td>5</td>
</tr>
<tr>
<td>War</td>
<td>7</td>
</tr>
</tbody>
</table>
COVERAGE FEATURES

This section contains many of the features of your short term disability (STD) coverage. 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 PROGRAM INFORMATION

Program Sponsor: The George Washington University
Employer(s): The George Washington University
Claims Administrator: Standard Insurance Company
ATP Number: 649391-A
Program Effective Date: January 1, 2014

“Days” mean calendar days, unless otherwise noted. “Writing” includes a form signed by you, or verification from the Policyholder or the Policyholder’s designated agent, of an electronic or telephonic communication by you.

Member means a regular employee of the Employer who is one of the following:

1. A full-time staff member with 2 or more years of benefits eligible service who is Actively At Work at least 35 hours each week and working at the Employer’s Biostatistics Center;
2. A full-time staff member with 2 or more years of benefits eligible service who is Actively At Work at least 40 hours each week and working at any other location of the Employer; or
3. A full-time faculty member with 2 or more years of benefits eligible service who is Actively At Work at least 20 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.

Member does not include a temporary or seasonal employee, a leased employee, or an independent contractor.

Class Definition:

Class 1: Staff Members with at least 2 years but less than 5 years of benefit eligible service
Class 2: Staff Members with 5 or more years of benefit eligible service
Class 3: Faculty members with 2 or more years of benefit eligible service

SCHEDULE OF COVERAGE

Eligibility Waiting Period: You are eligible on one of the following dates:

If you are a Member on the Program Effective Date, you are eligible on that date.

If you become a Member after the Program Effective Date, you are eligible on the first day of the calendar month
coinciding with or next following the date you become a Member.

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

The maximum Leave Of Absence Periods are as follows:

1. If you are on a Leave Of Absence for the purpose of either full-time study for an advanced degree, or work in the field of education or research such as a Fulbright Award, foundation grant, government project, or other academic research related to your field of expertise, your coverage may be continued to the end of 24 months, or, if earlier, the end of such leave.

2. If you are on a Leave Of Absence due to a family or medical leave and continuation of insurance is required by a state-mandated family or medical leave act or law, your coverage may be continued to the end of 6 months, or, if later, the period required by the state act or law.

3. If you are on any other Leave Of Absence, your coverage may be continued to the end of 12 months, or, if earlier, the period approved by your Employer.

Leave Of Absence means a period when you are absent from Active Work during which your coverage under the Program will continue and employment will be deemed to continue, solely for the purposes of determining when your coverage ends, provided such a leave of absence is approved by your Employer and, at the end of the absence:

   a. You are scheduled to return to Active Work;

   b. You are retiring under the Employer’s voluntary incentive retirement program; or

   c. Your employment is terminating under the terms of a negotiated severance agreement.

STD Benefit:

Class 1: 50% of your Benefits Eligible Salary, reduced by Deductible Income.

Class 2: 100% of your Benefits Eligible Salary, reduced by Deductible Income.

Class 3: 100% of your Benefits Eligible Salary, reduced by Deductible Income.

Maximum: None

Benefit Waiting Period:

14 days for Disability caused by accidental Injury.

14 days for Disability caused by Physical Disease, Pregnancy or Mental Disorder.

Maximum Benefit Period: 180 days minus the length of the Benefit Waiting Period. However, STD Benefits will end on the date long term disability benefits become payable to you under a group plan provided by your Employer, even if that occurs before the end of the Maximum Benefit Period.

MEMBER CONTRIBUTIONS

Coverage is: Noncontributory
STATEMENT OF COVERAGE

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

BECOMING COVERED

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

You are a Member if you are a regular employee of the Employer who is one of the following:

1. A full-time staff member with 2 or more years of benefits eligible service who is Actively At Work at least 35 hours each week and working at the Employer’s Biostatistics Center;

2. A full-time staff member with 2 or more years of benefits eligible service who is Actively At Work at least 40 hours each week and working at any other location of the Employer; or

3. A full-time faculty member with 2 or more years of benefits eligible service who is Actively At Work at least 20 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.

You are not a Member if you are a temporary or seasonal employee, a leased employee, or an independent contractor.

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

WHEN YOUR COVERAGE BECOMES EFFECTIVE

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

ACTIVE WORK PROVISIONS

You must be capable of Active Work on the day before the scheduled effective date of your coverage or your coverage 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 coverage, your coverage 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.

WHEN YOUR COVERAGE ENDS

Your coverage ends automatically on the earliest of:

1. The date the Program terminates.

2. The date your employment terminates.
3. 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 involuntary administrative 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 any other temporary leave of absence approved by your Employer in advance and in writing, but not to exceed the applicable Leave Of Absence Period shown in the Coverage Features. A period of Disability is not a leave of absence.
   c. During the Benefit Waiting Period and while STD Benefits are payable.

**ACADEMIC YEAR APPOINTMENTS**

For staff and faculty Members on academic year appointments, a non-payable period will be coded during the non-appointment months. The non-appointment period will not count towards the Maximum Benefit Period.

**REINSTATEMENT OF COVERAGE**

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

1. If you cease to be a Member because of a Disability that is not covered solely because of the exclusion for work related Disabilities, your insurance will end. However, if you become a Member again immediately after workers' compensation temporary benefits end, the Eligibility Waiting Period will be waived.
2. If your coverage ends because you cease to be a Member for any reason other than item 1 above, and if you become a Member again within 365 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 coverage be retroactive.

**DEFINITION OF DISABILITY**

You are Disabled if you meet the following Own Occupation definition of Disability.

You are required to be Disabled only from your Own Occupation. You are Disabled from your Own Occupation if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder:

1. You are unable to perform with reasonable continuity the Material Duties of your Own Occupation; and
2. You suffer a loss of at least 20% in your Benefits Eligible Salary when working in your Own Occupation.

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

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 exceed 80% of your Benefits Eligible Salary.
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.

**RETURN TO WORK PROVISIONS**

No STD Benefits will be payable for any period of Disability when you are able to work in your Own Occupation and able to earn at least 20% of your Benefits Eligible Salary, but you elect not to work.

Your STD Benefit will be reduced by earnings you receive for work performed while you are Disabled.

You will no longer be Disabled when your weekly earnings exceed 80% of your Benefits Eligible Salary.

**TEMPORARY RECOVERY**

You may temporarily recover from your Disability during the Maximum Benefit Period, 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 Period

   The Allowable Period of recovery during the Maximum Benefit Period is: a total of 90 days for each period of recovery.

B. Effect Of Temporary Recovery

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

   1. The period of Temporary Recovery will not count toward your Maximum Benefit Period.
   2. No STD Benefits will be payable for the period of Temporary Recovery.
   3. No STD Benefits will be payable after benefits become payable to you under any other disability coverage plan under which you become insured during your period of recovery.
   4. Except as stated above, the provisions of the Program will be applied as if there had been no interruption of your Disability.

**WHEN STD BENEFITS END**

Your STD Benefits end automatically on the earliest of:
1. The end of the Maximum Benefit Period.
2. The date you are no longer Disabled under the terms of the Program.
3. The date you fail to provide proof of continued Disability and entitlement to STD Benefits.
4. The date you die.
5. When you are able to work in your regular occupation on a part-time basis but choose not to.
6. The date a worker's compensation claim is opened for you.

**BENEFITS ELIGIBLE SALARY**

Benefits Eligible Salary means your gross bi-weekly/monthly income from all benefits eligible positions from your Employer. It includes your total income before taxes. It is prior to any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account. It does not include income received from commissions, bonuses, overtime pay, non-benefits eligible compensation, any other extra compensation, or income received from sources other than your Employer.

**DEDUCTIBLE INCOME**

Deductible Income means payments that you receive as disability income payments and will be subtracted from your gross disability payment if they are paid pursuant to or under any:

- State Disability (CA, HI, NJ, NY, PR, RI).

Only deductible sources of income that are payable as a result of the same disability will be subtracted from the benefit payment.

Retirement Plan payments will be those benefits that are based on our contribution to the Retirement Plan. Disability benefits that reduce the retirement benefit under the Plan will not be subtracted from the payment.

You must notify us whenever you receive payments that are deductible sources of income. You must repay us for any overpayment of your claim resulting from your failure to notify us in a timely manner of such income.

**RULES FOR DEDUCTIBLE INCOME**

A. Equivalents

Each pay period we will determine your STD Benefit.

B. Your Duty To Pursue Deductible Income

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

C. Pending Deductible Income

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

We will notify you of the amount of any overpayment of your claim under the Program. You must immediately repay any overpayment. We may seek recovery of any overpayment from other sources of income, to the extent permitted by law, including, but not limited to workers compensation payments or any payments due to you from us. You will not receive any STD Benefits until the overpayment has been repaid in full. In the meantime, any STD Benefits paid, will be applied to reduce the amount of the overpayment.

**BENEFITS AFTER COVERAGE ENDS OR IS CHANGED**

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

1. Any amendment to the Program that is effective after you become Disabled; or
2. Termination of the Program after you become Disabled.

**EFFECT OF NEW DISABILITY**

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

1. STD Benefits will not continue beyond the end of the original Maximum Benefit Period.
2. All provisions of the Program, including the Disabilities Excluded From Coverage and Limitations sections, will apply to the new cause of Disability.

**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. Work Related

You are not covered for a Disability arising out of or in the course of any employment for wage or profit.

D. 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.

E. 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.
**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 STD 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. Occupational Benefits

No STD Benefits will be paid for any period when you are eligible to receive benefits for your Disability under a workers' compensation law or similar law. If your claim for these benefits is accepted, compromised or settled (whether disputed or undisputed), you must repay us for the full amount of any payments we make to you while your claim for occupational benefits is pending.

C. Imprisonment

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

D. Return To Work Responsibility

No STD Benefits will be paid for any period of Disability when you are able to work in your Own Occupation and able to earn at least 20% of your Benefits Eligible Salary, but you elect not to work.

**CLAIMS**

A. Filing A Claim

Claims should be filed on Standard's forms. If you do not receive Standard's forms within 15 days after you ask for them, you may submit your claim in a letter to Standard. 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 Standard Proof Of Loss within 90 days after the end of the Benefit Waiting Period. If you cannot do so, you must give it to Standard as soon as reasonably possible, but not later than one year after that 90-day period. If Proof Of Loss is filed outside these time limits, your claim will be denied. These limits will not apply while you lack legal capacity.

C. Proof Of Loss

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

For claims of Disability due to conditions other than Mental Disorders, Standard 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 Standard to obtain information, and any other items Standard 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 Standard mails you the request, your claim may be denied.

E. Investigation Of Claim

Standard may investigate your claim at any time.

At our expense, Standard may have you examined at reasonable intervals by specialists of its choice. Standard may deny or suspend STD Benefits if you fail to attend an examination or cooperate with the examiner.
F. Time Of Payment

We will pay STD Benefits during the next pay period after you satisfy Proof Of Loss.

STD Benefits will be paid to you at the end of each pay period you qualify for them. STD Benefits remaining unpaid at your death will be paid to your estate.

G. Notice Of Decision On Claim

Standard will evaluate your claim promptly after you file it. Within 45 days after Standard receives your claim Standard will send you: (a) a written decision on your claim; or (b) a notice that Standard is extending the period to decide your claim for 30 days. Before the end of this extension period Standard will send you: (a) a written decision on your claim; or (b) a notice that Standard is 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 Standard extends the period to decide your claim, Standard will notify you of the following: (a) the reasons for the extension; (b) when Standard expects 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 Standard needs to resolve those issues.

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

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

a. The reasons for the decision.

b. Reference to the parts of the Program on which the decision is based.

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

d. Information concerning your right to a review of the 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 Standard 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 Standard 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. Standard’s review will include any written comments or other items you submit to support your claim.

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

If Standard extends the review period, Standard will notify you of the following: (a) the reasons for the extension; (b) when Standard expects to decide your claim on review; and (c) any additional information Standard needs to decide your claim.
If Standard requests additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, Standard may conclude its review of your claim based on the information Standard has received.

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

a. The reasons for the decision.

b. Reference to the parts of the Program on which the 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 Program are not assignable.

ALLOCATION OF AUTHORITY

The George Washington University has full and exclusive authority to control and manage the Program, to administer claims, and to interpret the Program and resolve all questions arising in its administration, interpretation, and application of the Program.

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 Program and any claim under it;

3. The right to determine:
   a. Eligibility for coverage;
   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 Program, any decision we make in the exercise of our authority is conclusive and binding.

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 five 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.

CLERICAL ERROR

Clerical error by your Employer, Claims Administrator or their respective employees or representatives will not:
1. Cause a person to become covered.
2. Invalidate coverage under the Program otherwise validly in force.
3. Continue coverage under the Program otherwise validly terminated.

**TERMINATION OR AMENDMENT OF THE PROGRAM**

We may terminate the Program in whole or in part, and may terminate coverage for any class or group of Members, at any time.

Benefits under the Program are limited to its terms, including any valid amendment. No change in the Program will be valid unless approved by us and evidenced by an amendment.

No agent has authority to change the Program or to waive any of its provisions.

Any such change or amendment of the Program 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 STD Benefits become payable. No STD Benefits are payable for the Benefit Waiting Period. See Coverage Features.

Contributory means coverage under the Program is elective and Members pay all or part of the cost of coverage.

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

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

Injury means an injury to your body.

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

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. Mental Disorder includes, but is not limited to, bipolar affective disorder, organic brain syndrome, schizophrenia, psychotic illness, manic depressive illness, depression and depressive disorders, or anxiety and anxiety disorders.

Noncontributory means (a) coverage under the program is nonelective and we or the Employer pay the entire cost of coverage; or (b) we require all eligible Members who meet the Active Work requirement to have coverage and to pay all or part of the cost of coverage.

Physician means a licensed medical professional 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.

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

Program means the short term disability income benefit program established by The George Washington University and identified by the ATP Number.
Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

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

STD Benefit means the benefit payable to you under the terms of the Program.