Collier County Board of County Commissioners

CERTIFICATE AND SUMMARY PLAN DESCRIPTION

SHORT TERM DISABILITY INCOME BENEFIT PLAN

Plan Sponsor has established a short term disability income benefit plan for certain of its employees. Plan Sponsor is solely responsible for payment of STD Benefits payable under the terms of this Plan.

Plan Sponsor has retained Standard Insurance Company as Claims Administrator for the Plan. Standard shall receive, process, investigate and evaluate claims for benefits. Standard has discretionary 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 Plan. Thereafter, Plan Sponsor may elect to hear and decide any further appeals by claimants. In each case, Plan Sponsor retains the right of final review and decision on all claims and appeals.

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

You will be covered as provided by the terms of the Plan. Possession of this Certificate does not necessarily mean you are covered. You are covered only if you meet the requirements set out in this Certificate.

Plan Sponsor has the right at anytime to amend or terminate the Plan or to require or change the amount of Member contributions. If your coverage is changed by an amendment to the Plan, Plan Sponsor will provide you with a revised Certificate or other notice. No agent has authority to change the Plan or to waive any of its provisions.

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

(Members other than a County Manager or a County Attorney)

Table of Contents

Index of Defined Terms

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 PLAN INFORMATION

Plan Sponsor:	Collier County Board of County Commissioners
Employer(s):	Collier County Board of County Commissioners
Claims Administrator:	Standard Insurance Company
ASO Number:	759081-A
Plan Effective Date:	January 1, 2022

BECOMING COVERED

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

Definition of Member:

You are a Member if you are:

1. A regular full-time employee of the Employer; and
2. Regularly working at least 30 hours each week.

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: Members other than a County Manager or a County Attorney

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 one of the following dates, but not before the Plan Effective Date:

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

If you become a Member after the Plan Effective Date, you are eligible on the first day of the calendar month following the date you become a Member.

SCHEDULE OF COVERAGE

STD Benefit: **You may be insured under either Plan 1 or Plan 2, but not both. You will be insured under Plan 1 unless you are insured under Plan 2. If you cease paying premium for Plan 2, you will automatically be insured under Plan 1.**

Plan 1: 40% of the first $5,000 of your Predisability Earnings, before reduction by Deductible Income.

Plan 2: 66 2/3% of the first $3,000 of your Predisability Earnings, before reduction by Deductible Income.

Maximum: Class 1:

Plan 1: $2,000 before reduction by Deductible Income.

Plan 2: $2,000 before reduction by Deductible Income.

Minimum: None.

Benefit Waiting Period: The longer of (a) the period of paid leave as required by your Employer for which you are eligible, and (b) one of the following:

For Disability caused by accidental Injury: 7 days

For Disability caused by Sickness, Physical Disease, Pregnancy or Mental Disorder: 7 days

Maximum Benefit Period: 180 days. However, if you are eligible for benefits under a long term disability insurance plan sponsored by your Employer, your Maximum Benefit Period will be reduced by the Benefit Waiting Period.

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

DISABILITY PROVISIONS

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

See **Definition Of Disability** for more information.

EXCLUSIONS AND LIMITATIONS

Work Related Disability Exclusion: Yes

See **Exclusions** and **Limitations** for these and other exclusions and limitations.

OTHER PROVISIONS

Daily Hospital Benefit:	No
First Day Hospital Benefit:	No
Leave Of Absence Period:	30 days or less.

MEMBER CONTRIBUTIONS

Coverage is:	Plan 1: Noncontributory
	Plan 2: Contributory

STATEMENT OF COVERAGE

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

DEFINITION OF DISABILITY

You are Disabled if you meet one of the following definitions:

A. Definition Of Disability; or

B. Definition Of Partial Disability.

Own Occupation means any employment, business, trade, profession, calling or vocation that involves Material Duties of the same general character as your regular and ordinary employment with the Employer. Your Own Occupation is not limited to your job with your Employer.

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.

A. Definition Of Disability

You are Disabled, 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, or because you suffer a loss of Predisability Earnings as a result of disclosure of any Physical Disease, Injury, Pregnancy or Mental Disorder.

B. Partial Disability Definition

You are Partially Disabled when you work for your Employer but, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to earn more than the Partial Disability Income Percentage shown in the **Coverage Features**.

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

RETURN TO WORK INCENTIVE

A. During The Benefit Waiting Period

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

B. After The Benefit Waiting Period

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

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

1. Determine the amount of your STD Benefit as if there were no Deductible Income, and add your Work Earnings to that amount.

2. Determine 100% of your Predisability Earnings.

3. If 1. is greater than 2., the difference will be Deductible Income.

Work Earnings means your gross weekly earnings from work you perform for your Employer while Disabled.

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 allowable period.

A. Allowable Period

The allowable period of recovery during the Maximum Benefit Period is a total of 90 days.

B. Effect Of Temporary Recovery

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

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

WHEN STD BENEFITS END

Your STD Benefits end automatically on the earliest of 1 through 5 below.

1. The date you are no longer Disabled.
2. The date your Maximum Benefit Period ends.
3. The date you die.
4. The date you begin working for an employer other than your Employer, or become self -employed.
5. The date benefits become payable under any group long term disability plan or group long term disability insurance policy.

PREDISABILITY EARNINGS

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

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

1. Contributions you make through a salary reduction agreement with your Employer to:
   a. An Internal Revenue Code (IRC) Section 401(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.
3. For Helicopter Pilots and EMS Staff employees, mandatory overtime pay averaged over the preceding 52 weeks or over the period of your employment if less than 52 weeks.

Predisability Earnings does not include:

1. Bonuses.
2. Commissions.
3. For Helicopter Pilots and EMS Staff employees, voluntary overtime pay.
4. For Members other than Helicopter Pilots and EMS Staff employees, overtime pay.
5. Shift differential pay.
6. Stock options or stock bonuses.
7. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
8. Any other extra compensation.

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

Helicopter Pilots and EMS Staff: If you are paid hourly, your weekly rate of earnings is one fifty-second (1/52nd) of your annualized salary as reported by your employer.

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

DEDUCTIBLE INCOME

Deductible Income means:

1. Sick pay or other salary continuation (but not vacation pay) paid to you by your Employer, as determined below:
   a. Determine the amount of your STD 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 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 Incentive.
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. The Jones Act;
   b. Maritime Doctrine of Maintenance, Wages or Cure;
   c. Longshoremen's and Harbor Worker's Act; or
   d. Any similar act or law.
4. Any earnings or compensation included in Predisability Earnings which you receive or are eligible to receive while STD Benefits are payable.
5. Any amount you receive by compromise, settlement, or other method as a result of a claim for any of the above, whether disputed or undisputed.

RULES FOR DEDUCTIBLE INCOME

A. Weekly Equivalents

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

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

B. Your Duty To Pursue Deductible Income

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

C. Pending Deductible Income

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

BENEFITS AFTER COVERAGE ENDS OR IS CHANGED

During each period of continuous Disability, we will pay STD Benefits according to the terms of the Plan in effect on the date you become Disabled. Your right to receive STD Benefits for a period of Disability which begins while you are covered will not be affected by:

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

EFFECT OF NEW DISABILITY

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

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

EXCLUSIONS

A. War

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

B. Intentionally Self-Inflicted Injury

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

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 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. Working

No STD benefits will be paid for any period: (a) when you are working for wage or profit for any employer other than your Employer; or (b) when you are self-employed. This limitation applies whether you are working in your Own Occupation or another occupation.

CLAIMS

A. Filing A Claim

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

B. Time Limits On Filing Proof Of Loss

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

C. Proof Of Loss

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

D. Documentation

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

We may investigate your claim at any time.

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

F. Time Of Payment

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

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

G. Overpayment Of Claim

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

H. Notice Of Decision On Claim

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

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

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

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

a. The reasons for our decision.

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

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

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

I. Review Procedure

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

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

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

J. Assignment

The rights and benefits under the Plan are not assignable.

SUBROGATION

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

If suit or action is filed, we may record a notice of payment of STD Benefits, and such notice shall constitute a lien on any judgement recovered, less a pro rata share of the costs of recovery, including attorney fees.

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

ALLOCATION OF AUTHORITY

We have full and exclusive authority to control and manage the Plan, to administer claims, and to interpret the Plan and resolve all questions arising in the administration, interpretation, and application of the Plan.

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 Plan 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 Plan, 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 three years after the earlier of:

1. The date we receive Proof Of Loss; and
2. The end of the period within which Proof Of Loss is required to be given.

WHEN YOUR COVERAGE BECOMES EFFECTIVE

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

A. Noncontributory Coverage

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

B. Contributory Coverage

You must apply in writing for Contributory coverage and agree to pay Member contributions. Subject to the **Active Work Provisions**, your coverage becomes effective on:

1. The date you become eligible, if you apply on or before that date;
2. The date you apply, if you apply within 31 days after you become eligible; or
3. After the date you become eligible, you may only apply during the Annual Enrollment Period.

ACTIVE WORK PROVISIONS

A. Active Work Requirement

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 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 coverage.

B. Changes In Coverage

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

1. Your status as a member of a class;
2. The rate of earnings used to determine your Predisability Earnings; or
3. The terms of the Plan.

WHEN YOUR COVERAGE ENDS

Your coverage ends automatically on the earliest of:

1. The date the last period ends for which a contribution was paid for your coverage.
2. The date the Plan terminates.
3. The date your employment terminates.
4. The date you cease to be a Member. However, if you cease to be a Member because you are not working the required minimum number of hours, your coverage will be continued during the following periods, unless it ends under 1 through 3 above.
   a. While your Employer is paying you the same amount paid to you immediately before you ceased to be a Member.
   b. During the Benefit Waiting Period and while STD Benefits are payable.
   c. During a leave of absence if continuation of your coverage under the Plan is required by a state-mandated family or medical leave act or law.
   d. During any other leave of absence approved by your Employer in advance and in writing and scheduled to last the Leave Of Absence Period shown in the **Coverage Features**.

REINSTATEMENT OF COVERAGE

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

1. If your coverage ends because you cease to be a Member, and if you become a Member again within 180 days, the Eligibility Waiting Period will be waived.
2. If your coverage ends because you fail to make a required Member contribution, you must provide a satisfactory Medical History to become covered again.
3. If your coverage 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 coverage will be reinstated pursuant to the federal or state mandated family or medical leave act or law.

CLERICAL ERROR

Clerical error by us, your Employer, Claims Administrator, or their respective employees or representatives will not:

1. Cause a person to become covered;
2. Invalidate coverage under the Plan otherwise validly in force; or
3. Continue coverage under the Plan otherwise validly terminated.

TERMINATION OR AMENDMENT OF THE PLAN

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

Benefits under the Plan are limited to its terms, including any valid amendment. No change in the Plan will be valid unless approved by Plan Sponsor and evidenced by an amendment. No agent has authority to change the Plan or to waive any of its provisions.

Any such change or amendment of the Plan 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 Plan is elective and Members pay all or part of the cost of coverage.

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.

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

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 Plan 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.

Plan means the short term disability income benefit plan established by Plan Sponsor and identified by the ASO 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 Plan and which is replaced by the Plan.

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

STDASO_C97