GROUP POLICY AMENDMENT NO. 1

Attached to and made a part of Group Policy 163288-B issued to Merrill Area Public Schools as Policyholder.

Effective July 1, 2020, the Group Policy is amended as follows:

1. The **Deductible Income** portion of the Group Policy is amended to read as follows:

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 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 Provisions**.
- 3. Any amount you receive or are eligible to receive because of your disability under a state disability income benefit law or similar law.
- 4. Any amount you receive or are eligible to receive because of your disability under another group insurance coverage.
- 5. Any disability or retirement benefits you receive or are eligible to receive under your Employer's retirement plan, including a public employee retirement system, a state teacher retirement system, and a plan arranged and maintained by a union or employee association for the benefit of its members. You and your Employer's contributions will be considered as distributed simultaneously throughout your lifetime, regardless of how funds are distributed from the retirement plan.

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

- 6. Any earnings or compensation included in Predisability Earnings which you receive or are eligible to receive while STD Benefits are payable.
- 7. Any amount you receive or are eligible to receive under any unemployment compensation law or similar act or law.
- 8. Any amount you receive or are eligible to receive from or on behalf of a third party because of your disability, whether by judgment, settlement or other method. If you notify us before filing suit or settling your claim against such third party, the amount used as Deductible Income will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees.
- 9. 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.

(PUB_NONOCC_WITH RTW_NO OTHR OFFST_WITH 3RD) ST.DI.OT.1

2. The **Limitations** section of the Group Policy is amended to read as follows:

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 Predisability Earnings, but you elect not to work.

E. Rehabilitation Program

No STD Benefits will be paid for any period of Disability when you are not participating in good faith in a plan, program or course of medical treatment or vocational training or education approved by us unless your Disability prevents you from participating.

(NONOCC_RTW RSP_MAND REHB) ST.LM.OT.1

3. The Premium Rate for short term disability (STD) insurance will be \$.690 monthly per \$10.00 of STD Benefit, before reduction by Deductible Income, beginning July 1, 2020 and continuing until changed as provided in the Group Policy.

STANDARD INSURANCE COMPANY

By

Chairman, President and CEO

Corporate Secretary