

GROUP POLICY AMENDMENT NO. 5

Attached to and made a part of Group Policy 642971-A issued to
Yale University as Policyholder.

Effective January 1, 2009, and subject to the **Active Work Provisions**, the Group Policy is amended as follows:

1. The General Policy Information portion of the **Coverage Features** is amended to provide the following Class Definition:

Class Definition:

- Class 1: Faculty Members, other than Medical School Faculty Members, working at least 50% of their professional time who participate in the Yale University Retirement Annuity Plan as determined by the Employer
- Class 2: Active Exempt Members who are Actively at Work a minimum of 20 hours per week and who participate in the Yale University Retirement Annuity Plan as determined by the Employer
- Class 3: Faculty Members, other than Medical School Faculty Members, working at least 50% of their professional time who do not participate in the Yale University Retirement Annuity Plan as determined by the Employer
- Class 4: Exempt Members who are Actively at Work a minimum of 20 hours per week and who do not participate in the Yale University Retirement Annuity Plan as determined by the Employer and Police Officers represented by the Yale Police Benevolent Association
- Class 5: Faculty Members working at least 20% of their professional time who participate in the phased retirement program
- Class 6: Non-exempt Members who are Actively at Work a minimum of 20 hours per week and who are not represented by the Yale Police Benevolent Association
- Class 7: Medical School Faculty Members working at least 50% of their professional time who participate in the Yale University Retirement Annuity Plan as determined by the Employer
- Class 8: Medical School Faculty Members working at least 50% of their professional time who do not participate in the Yale University Retirement Annuity Plan as determined by the Employer

2. The Schedule Of Insurance portion of the **Coverage Features** is amended to provide the following Own Occupation Period and Any Occupation Period for Class 7 and Class 8:

- Own Occupation Period: Class 7 and 8: From the end of the Benefit Waiting Period to the end of the Maximum Benefit Period.
- Any Occupation Period: Class 7 and 8: Not applicable.

3. The Schedule Of Insurance portion of the **Coverage Features** is amended to provide the following LTD Benefit:

LTD Benefit:

Plan 1 (Base):

60% of the first \$12,500 of your Monthly Predisability Earnings, reduced by Deductible Income.

Plan 2 (Buy-Up):

60% of the first \$33,333 of your Monthly Predisability Earnings, reduced by Deductible Income.

Maximum:

Plan 1 (Base): \$7,500 before reduction by Deductible Income.

Plan 2 (Buy-Up): \$20,000 before reduction by Deductible Income.

Minimum:

\$100 or 10% of your LTD Benefit before reduction by Deductible Income, whichever is greater.

Class 6 Members or Members with Predisability Earnings of less than \$150,000 may only enroll in Plan 1. All other Members 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 premiums for Plan 2, you will automatically be insured under Plan 1.

4. The **Predisability Earnings** section is amended to read as follows:

PREDISABILITY EARNINGS

For Classes 1, 2, 3, 4, 5, and 6:

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

Predisability Earnings means your monthly 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), 408(p), or 457 deferred compensation arrangement; or
 - b. An executive nonqualified deferred compensation arrangement.
2. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Predisability Earnings does not include:

1. Bonuses.
2. Commissions.
3. Overtime pay.
4. Shift differential pay.
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 earnings is one-twelfth (1/12th) of your annual contract salary.

If you are paid hourly, your monthly rate of earnings is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month, 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.

For Class 7 and 8:

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

Predisability Earnings means your monthly 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), 408(p), or 457 deferred compensation arrangement; or
 - b. An executive nonqualified deferred compensation arrangement.
2. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.
3. Incentive pay averaged over the preceding 36 months or over the period of your employment if less than 36 months.

Predisability Earnings does not include:

1. Bonuses.
2. Commissions.
3. Overtime pay.
4. Shift differential pay.
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 earnings is one-twelfth (1/12th) of your annual contract salary.

If you are paid hourly, your monthly rate of earnings is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month, 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.

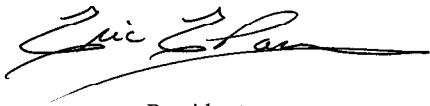
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5. Class 7 is added to the **The Monthly Annuity Premium Benefit** section.
6. The monthly Premium Rate for long term disability (LTD) insurance will be \$0.749 monthly per \$100 of LTD Benefit for Plan 2, beginning January 1, 2009 and continuing until changed as provided in the Group Policy.

This rate supersedes the premium rate effective January 1, 2009, shown in the letter for the January 1, 2009 renewal.

STANDARD INSURANCE COMPANY

By

A handwritten signature in black ink, appearing to read "Eric S. Lee", with a long horizontal flourish extending to the right.

President

A handwritten signature in black ink, appearing to read "Aaron", with a long horizontal flourish extending to the right.

Corporate Secretary