



UNITED HERITAGE[®]
Life Insurance Company

United Heritage Life Insurance Company
Meridian, Idaho
(Herein called United Heritage)

CERTIFICATE OF INSURANCE

Under
The Group Insurance Policy
as of the effective date
Issued by
United Heritage
to
The Policyholder

This is to certify that United Heritage has issued and delivered The Group Insurance Policy to the Policyholder.

The Policy insures the employees of the Policyholder that:

- are eligible for the insurance;
- become insured; and
- continue to be insured;

according to the terms of the Policy.

The terms of the Policy that affect your insurance are contained in the following pages.

This Certificate of Insurance and the following pages will become your Booklet-certificate. This Booklet-certificate is a part of the Policy.

This Booklet-certificate replaces any other that United Heritage may have issued to the Policyholder to give to you under the Group Insurance Policy specified herein.

UNITED HERITAGE LIFE INSURANCE COMPANY

Margaret A. Hopkins

Secretary

Quinn Z. Johnson

President

TABLE OF CONTENTS

	SECTION
SCHEDULE OF INSURANCE	1
• Must you contribute toward the cost of coverage?	
• Who is eligible for coverage?	
• When will you become eligible? (Eligibility Waiting Period)	
DEFINITIONS	2
ELIGIBILITY AND ENROLLMENT	3
• When does your coverage start?	
• When will coverage become effective if a disabling condition causes you to be absent from work on the date it is to start?	
TERMINATION	4
• When does your insurance terminate?	
• Does your insurance continue while you are Disabled and no longer an Active Full-time Employee?	
DISABILITY BENEFITS	5
• How do benefits become payable for Total Disability?	
• When will benefit payments cease?	
• What is Vocational Rehabilitation?	
• Exclusions - What Disabilities are not covered?	
GENERAL PROVISIONS	6
ERISA	N/A

A note on capitalization in this Booklet-certificate:

Capitalization of the first letter of a word or phrase not normally capitalized according to the rules of standard punctuation (Weekly Earnings, for example) indicates a word or phrase that is defined in the DEFINITIONS section, or that refers back to an item found in the Schedule of Insurance.

SECTION I SCHEDULE OF INSURANCE

THE GROUP INSURANCE POLICY: GS-2185

PLAN EFFECTIVE DATE: July 1, 2008

POLICYHOLDER: NORTH IDAHO COLLEGE

This plan of Short Term Disability Insurance provides you with short-term income protection if you become Disabled from a covered accident, sickness or pregnancy.

1.01.0 Class 1: You do not contribute towards the plan's cost. **Class 2:** You must contribute towards the plan's cost.

1.02.0 ELIGIBILITY Class 1: All Active Full-time President, Vice President, Vice President/Executive Director or Controller **Class 2:** All other Full-time Employees

1.03.0 FULL-TIME EMPLOYMENT: 20 hours weekly

1.04.0 ELIGIBILITY WAITING PERIOD is the length of continuous service during which you must be an Active Full-time Employee in a class eligible for insurance before you become eligible for coverage. It is as follows:

1. If you are working for the Employer on the Policy Effective Date – First day of the month following date of employment
2. If you start working for the Employer after the Policy Effective Date - First day of the month following date of employment

1.06.0 WEEKLY BENEFITS: The **Weekly Benefit** will be 60% of your Weekly Earnings reduced by Other Income Benefits, to a maximum of \$1,000.

1.07.0 MINIMUM WEEKLY BENEFIT: \$25

1.08.0 THE MAXIMUM DURATION OF BENEFITS for a Disability is 12 weeks

1.09.0 BENEFITS COMMENCE for Disability caused by:

Accident: on the 8th day of Total Disability

Sickness: on the 8th day of Total Disability

SECTION II DEFINITIONS

The terms listed if used will have these meanings:

2.01.0 ACTIVE FULL-TIME EMPLOYEE - An employee who works for the Employer on a regular basis in the usual course of the Employer's business. Such employee must work the number of hours in the Employer's normal work week. This must be at least the number of hours for Full-Time Employment shown in the Schedule of Insurance.

2.02.0 ACTIVELY AT WORK - You will be considered to be actively at work with the Employer on a day which is one of the Employer's scheduled work days if you are performing, in the usual way, all of the regular duties of your job on a full time basis on that day. You will be deemed to be actively at work on a day which is not one of the Employer's scheduled work days only if you were actively at work on the preceding scheduled work day.

2.03.0 DISABILITY means Total Residual Disability

2.04.0 DISABLED means Totally Residually Disabled

2.05.0 EMPLOYER means the Policyholder.

2.06.0 MENTAL ILLNESS means any psychological, behavioral or emotional disorder or ailment of the mind, including physical manifestations or psychological, behavioral or emotional disorder, but excluding demonstrable structural brain damage.

2.07.0 PHYSICIAN means a practitioner of a healing art, which we are required by law to recognize, who is properly licensed, and practicing within the scope of that license.

2.08.0 SUBSTANCE ABUSE means the pattern of pathological use of alcohol or other psychoactive drugs and substances characterized by:

1. impairments in social and/or occupational functioning;
2. debilitating physical condition;
3. inability to abstain from or reduce consumption of the substance; or
4. the need for daily substance use to maintain adequate functioning.

Substance includes alcohol and drugs but excludes tobacco and caffeine.

2.09.0 WE, OUR or US means United Heritage Life Insurance Company.

2.10.0 YOU means the Insured Person to whom this booklet-certificate is issued.

2.11.0 OTHER INCOME BENEFITS mean the amount of any benefit for loss of income, provided to you, or to your family, as a result of the period of Disability for which you are claiming benefits under this plan. This includes any such benefits for which you or your family are eligible, or that are paid to you, your family, or to a third party on your behalf. This includes the amount of any benefit for loss of income from:

1. The United States Social Security Act, The Civil Service Retirement System, The Railroad Retirement Act, the Jones Act, the Canada Pension Plan, the Quebec Pension Plan or similar plan or act that you, your spouse, or children are eligible to receive because of your Disability;
2. any plan or arrangement of coverage, whether insured or not, as a result of employment by or association with the Employer, or as a result of membership in or association with any group, association, union or other organization;
3. the Veteran's Administration or any other foreign or domestic governmental agency for the same Disability.
4. any governmental law or program that provides disability or unemployment benefits as a result of your job with the Employer;
5. individual insurance policy where the premium is wholly or partially paid by the Employer;
6. any temporary or permanent disability benefits under a workers' compensation law, occupational disease law, or similar law;
7. compulsory "no-fault" automobile insurance;
8. the portion of a settlement or judgment, minus associated costs, of a lawsuit that represents or compensates for your loss of earnings.

Any general increase in benefits required by law that you are entitled to receive under any Federal Law will not reduce the Short Term Disability Benefit payable for a period of Total Disability that began prior to the date of such increase.

If you are paid Other Income Benefits in a lump sum, we will pro-rate the lump sum:

1. over the period of time it would have been paid if not paid in a lump sum; or
2. if such period of time cannot be determined, over a period of 26 weeks.

2.13.1 RESIDUAL DISABILITY OR RESIDUALLY DISABLED means that you are prevented by:

1. accidental bodily injury;
2. sickness;
1. Mental Illness;
2. Substance abuse; or
3. pregnancy,

from performing some, but not all, of the essential duties of your or any occupation, and as a result, your Current Weekly Earnings are more than 20% but no more than 80% of your pre-disability Weekly Earnings.

2.14.0 SICKNESS VS. ACCIDENT A Disability shall be deemed to be caused by sickness, and not by accident if:

1. it is caused or contributed to by:
 - a. any condition, disease or disorder of the body or mind;
 - b. any infection, except a pus-forming infection of an accidental cut or wound;
 - c. hernia of any type unless it is the immediate result of an accidental injury covered by this plan;
 - d. any disease of the heart;
 - e. Mental Illness;
 - f. Substance Abuse;
 - g. pregnancy; or
 - h. any medical treatment for items (a) through (g) above; or
2. it is caused directly or indirectly by accident, but commences more than 30 days after the date of the accident;

2.15.0 TOTAL DISABILITY OR TOTALLY DISABLED means that you are prevented by:

1. accidental bodily injury;
2. sickness;
3. Mental Illness;
4. Substance Abuse; or
5. pregnancy,

from performing the essential duties of your occupation, and as a result, you are earning less than 20% of your pre-disability Weekly Earnings.

2.16.1 CURRENT WEEKLY EARNINGS means the Weekly Earnings you receive from any employer or for any work while disabled and eligible for Residual Disability benefits under this plan.

2.17.1 WEEKLY EARNINGS means your usual weekly rate of pay from the Employer, not counting:

1. commissions;
2. bonuses;
3. overtime pay; or
4. any other fringe benefit or extra compensation.

If you become Disabled, your Weekly Earnings will be the rate in effect on your last day as an Active Full-time Employee before becoming Totally Disabled.

SECTION III ELIGIBILITY AND EFFECTIVE DATE

3.01.0 WHO ARE ELIGIBLE PERSONS? All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

3.02.0 WHEN WILL YOU BECOME ELIGIBLE? You will be eligible for coverage on either:

1. the Plan Effective Date, if you have completed the Eligibility Waiting Period; or if not
2. the date on which you complete the Eligibility Waiting Period.

See the Schedule of Insurance for the Eligibility Waiting Period.

3.03.1 HOW DO YOU ENROLL? Class 1: Eligible Persons will be enrolled automatically by the Employer.

3.03.2 HOW DO YOU ENROLL? Class 2: To enroll for this plan, you must:

1. complete and sign a group insurance enrollment form which is satisfactory to us; and
2. deliver it to the Employer.

If you do not enroll within 31 days after becoming eligible, the following limitations will apply to a later enrollment:

1. you must submit Evidence of Insurability satisfactory to us;
2. you may not enroll until:
 - a. an Annual Enrollment Period; or
 - b. you have a Change in Family Status.

Any such enrollment must be made during the Annual Enrollment Period or within 31 days of the Change in Family Status.

The dates of the Annual Enrollment Period are shown in the Schedule] of Insurance.

3.04.0 WHAT CONSTITUTES A CHANGE IN FAMILY STATUS? A Change in Family Status means:

1. your marriage; or
2. the birth or adoption of a child or becoming the legal guardian of a child; or
3. the death of or divorce from your spouse; or
4. the death of or emancipation of a child.

3.05.0 WHAT IS EVIDENCE OF INSURABILITY? If you are required to submit Evidence of Insurability, you must:

1. complete and sign a health and medical history form provided by us;
2. submit to a medical examination, if requested;
3. provide any additional information and attending physicians' statements that we may require;
and
4. furnish all such evidence at your own expense.

We will then determine if you are insurable under the plan.

3.06.0 WHEN DOES YOUR COVERAGE START? If you are not required to contribute towards the plan's cost, your coverage will start on the date you become eligible.

If you must contribute towards the plan's cost, your coverage starts on the date determined below:

1. the date you are eligible, if you enroll or have enrolled by then;
2. the date on which you enroll, if you do so within 31 days after the date you are eligible; or
3. the date we approve your Evidence of Insurability, if you are required to submit Evidence of Insurability.

3.07.0 DEFERRED EFFECTIVE DATE - Will coverage become effective if a disabling condition causes you to be absent from work on the date it is to start? If you are absent from work due to your:

1. accidental bodily injury;
2. sickness;
3. pregnancy;
4. Mental Illness; or
5. Substance Abuse,

on the date your insurance or increase in coverage would otherwise have become effective, the effective date of the coverage or increase in coverage will be deferred until you have been Actively at Work for one full work-day.

3.09.0 DO COVERAGE AMOUNTS CHANGE IF THERE IS A CHANGE IN YOUR CLASS OR YOUR RATE OF PAY? Your coverage may increase or decrease on the date there is a change in your class or Weekly Earnings. However, no increase in coverage will be effective unless on that date you:

1. are an Active Full-time Employee; and
2. are not absent from work due to being Disabled.

If you were so absent from work, the effective date of such increase will be deferred until you are Actively at Work for one full day.

No change in your Weekly Earnings will become effective until the date we receive notice of the change.

3.10.0 WHAT HAPPENS IF THE EMPLOYER CHANGES THE PLAN? Any increase or decrease in coverage because of a change in the Schedule of Insurance will become effective on the date of the change, except that the limitations on increases stated in the Deferred Effective Date provision will apply.

SECTION IV TERMINATION

4.01.0 WHEN DOES YOUR INSURANCE TERMINATE? Your insurance will terminate on the earliest of:

1. the date this plan terminates;
2. the date this plan no longer insures your class;
3. the date premium is due but not paid by the Employer;
4. the last day of the period for which you make any required premium contribution, if you fail to make any further required contribution; or
5. the last day of the month immediately following the date your Employer terminates your employment; or
6. the date on which you cease to be an Active Full-time Employee in an eligible class, including:
 - a. temporary layoff;
 - b. leave of absence; or
 - c. work stoppage (including a strike or lockout).

4.02.1 MAY COVERAGE BE CONTINUED DURING A FAMILY OR MEDICAL LEAVE? If you are granted a leave of absence according to the Family and Medical Leave Act of 1993, the Employer may continue your insurance for up to 12 weeks, or longer if required by state law, following the date your coverage would have terminated, subject to the following:

1. the leave authorization is in writing;
2. the required premium for you is paid; and
3. your benefit level, or the amount of earnings upon which your benefit may be based, will be that in effect on the day before said leave commenced; and
4. such continuation will cease immediately if one of the following events should occur:
 - a. the leave terminates prior to the agreed upon date;
 - b. the termination of the Group Insurance Policy;
 - c. non-payment of premium when due by the Policyholder or you; or
 - d. the Group Insurance Policy no longer insures your class.

4.03.1 MAY YOUR COVERAGE BE CONTINUED DURING A LAY-OFF? If you are temporarily laid off, the Employer may continue your insurance for 31 days following the month coverage would have terminated subject to the following:

1. the required premium must be paid;
2. your benefit level, or the amount of earnings upon which your benefits may be based, will be that in effect on the day before said layoff commenced; and
3. such continuation will cease immediately if one of the following events should occur:
 - a. the lay-off becomes permanent;
 - b. the termination of the Group Insurance Policy;
 - c. non-payment of premium when due by the Policyholder or you; or
 - d. the Group Insurance Policy no longer insures your class.

4.04.1 MAY YOUR COVERAGE BE CONTINUED DURING A LEAVE OF ABSENCE? If you are granted a leave of absence, the Employer may continue your insurance for 31 days following the month coverage would have terminated subject to the following:

1. the leave authorization is in writing, or is documented as a leave for military purposes;
2. the required premium must be paid; and
3. your benefit level, or the amount of earnings upon which your benefits may be based, will be that in effect on the day before said leave commenced; and
4. such continuation will cease immediately if one of the following events should occur:
 - a. the leave terminates prior to the agreed upon date;
 - b. the termination of the Group Insurance Policy;
 - c. non-payment of premium when due by the Policyholder or you; or
 - d. the Group Insurance Policy no longer insures your class.

4.05.0 DOES YOUR INSURANCE CONTINUE WHILE DISABLED AND NO LONGER AN ACTIVE FULL-TIME EMPLOYEE? If you are no longer an Active Full-time Employee because you are Disabled, your Short Term Disability Insurance will be continued:

1. while you remain Disabled;
2. until the end of the period for which you are entitled to receive Short Term Disability Benefits.

After Short-Term Disability benefit payments have ceased, your insurance will be reinstated, provided:

1. you return to work for one full day as an Active Full-time Employee in an eligible class;
2. the Group Insurance Policy remains in force; and
3. the premiums for you were paid during your Disability, and continue to be paid.

4.07.0 DO BENEFITS CONTINUE IF THE GROUP INSURANCE POLICY TERMINATES? If you are entitled to benefits while Disabled and the Group Insurance Policy terminates, benefits:

1. will continue as long as you remain Disabled by the same disabling condition, but
2. will not be provided beyond the date we would have ceased to pay benefits had the insurance remained in force.

Termination for any reason of the Group Insurance Policy will have no affect on our liability under this provision.

SECTION V DISABILITY BENEFITS

5.01.0 HOW DO BENEFITS BECOME PAYABLE FOR TOTAL DISABILITY? If, while covered under this Benefit, you become Totally Disabled, and furnish proof to us that you remain Totally Disabled, we will pay the Weekly Benefit shown in the Schedule of Insurance.

The amount of any Weekly Benefit payable shall be reduced by the total amount of all Other Income Benefits, including any amount for which you could collect but did not apply.

See the Schedule of Insurance for the Weekly Benefit, Minimum Weekly Benefit, Maximum Duration of Benefits, and when Benefits Commence.

No benefits will be payable unless you are under the care of a Physician other than yourself or a member of your immediate family. A member of your immediate family is your spouse, father, mother, brother, sister, son or daughter.

5.02.3 HOW ARE BENEFITS PAID FOR RESIDUAL DISABILITY? If while covered under this benefit, you become Disabled and work on a part time or limited duty basis because you are Residually Disabled, the following calculation is used to determine your Weekly Benefit:

$$\text{Weekly Benefit} = \frac{(A - B)}{A} \times C$$

where

A = Your pre-disability Weekly Earnings.

B = Your Current Weekly Earnings.

C = The Weekly Benefit payable if you were Totally Disabled.

Your Weekly Benefit, however, will not be less than the Minimum Weekly Benefit shown in the Schedule of Insurance.

If you are participating in a program of Rehabilitative Employment approved by us, your Weekly Benefit will be determined by the Rehabilitative Employment Benefit.

5.03.0 HOW IS THE BENEFIT CALCULATED FOR A PERIOD OF LESS THAN A WEEK? If a Weekly Benefit is payable for less than a week, we will pay 1/7th of the Weekly benefit for each day you were Disabled.

5.04.0 WHEN WILL BENEFIT PAYMENTS CEASE? Benefit payment will stop on the first to occur of:

1. the date you are no longer Disabled;
2. the date you fail to furnish proof that you continue to be Disabled;
3. the date you refuse to be examined, if we require an examination;
4. the last day benefits are payable according to the Maximum Duration of Benefits shown in the Schedule of Insurance; or
5. the date you die.

5.05.0 RECURRENT DISABILITY - What happens to your benefits if you return to work as an Active Full-time Employee and then become Disabled again? If you return to work as an Active Full-time Employee for 30 consecutive days or more, any recurrence of a disability will be treated as a new Disability with respect to when Benefits Commence and the Maximum Duration of Benefits, as shown in the Schedule of Insurance.

If recurrent periods of Disability are:

1. due to the same or related cause; and
2. separated by less than 30 consecutive days of work as an Active Full-time Employee, they will be considered to be the same period of Disability.

5.06.0 HOW LONG WILL BENEFITS BE PAID IF A PERIOD OF DISABILITY IS EXTENDED BY ANOTHER CAUSE? If a period of Disability is extended by a new cause while weekly benefits are payable, Weekly Benefits will continue while you remain Disabled, subject to the following:

1. Weekly Benefits will not continue beyond the end of the original Maximum Duration of Benefits; and
2. the Exclusions will apply to the new cause of Disability.

5.07.1 VOCATIONAL REHABILITATION - What is Vocational Rehabilitation?

Vocational Rehabilitation means employment or services that prepare you, if Disabled, to resume gainful work.

Our Vocational Rehabilitative Services include, when appropriate, any necessary and feasible:

1. vocational testing;
2. vocational training;
3. work-place modification;
4. prosthesis; or
5. job placement.

5.08.1 REHABILITATIVE EMPLOYMENT

Rehabilitative Employment means employment that is part of a program of Vocational Rehabilitation. Any program of Rehabilitative Employment must be approved, in writing, by us.

Do earnings from Rehabilitative Employment affect the Monthly Benefit? If you are Disabled and are engaged in an approved program of Rehabilitative Employment, your Weekly Benefit will be:

1. the amount calculated for Total Disability; but
2. reduced by 50% of the income received from each week of such Rehabilitative Employment.

The sum of your Weekly Benefit and total income received under this provision may not exceed 100% of your pre-disability Weekly Earnings. If this sum exceeds your pre-disability Weekly Earnings, the Weekly Benefit paid by us will be reduced proportionately.

5.11.1 (ID) EXCLUSIONS - WHAT DISABILITIES ARE NOT COVERED? The Plan does not cover, and no benefit shall be paid for, any:

1. injury, sickness, Mental Illness, Substance Abuse, or pregnancy not being treated by a Physician or surgeon;
2. Disability caused or contributed to by war or act of war (declared or not);
3. Disability caused by your commission of or attempt to commit a felony, or to which a contributing cause was your being engaged in an illegal occupation;
4. Disability caused by or contributed to by an intentionally self-inflicted injury;
5. Disability caused by the termination of pregnancy by elective abortion. An elective abortion means the induced abortion of the fetus for any reason other than to preserve your life;
6. sickness for which Workers' Compensation benefits are paid, or may be paid, if duly claimed;
or
7. injury sustained as a result of doing any work for pay or profit for another employer.

SECTION VI GENERAL PROVISIONS

6.01.0 WHAT HAPPENS IF FACTS ARE MISSTATED? If material facts about you were not stated accurately:

1. your premium may be adjusted; and
2. the true facts will be used to determine if and for what amount, coverage should have been in force.

No statement made by you relating to your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during your lifetime. In order to be used, the statement must be in writing and signed by you.

6.02.0 WHEN SHOULD WE BE NOTIFIED OF A CLAIM? You must give us written notice of a claim within 30 days after Disability starts. If notice cannot be given within that time, it must be given as soon as reasonably possible. Such notice must include your name, your address and the Policy number.

6.03.0 ARE SPECIAL FORMS REQUIRED TO FILE A CLAIM? When we receive a notice of claim, you will be sent forms for providing us with proof of loss. We will send these forms within 15 days after receiving a notice of claim. If we do not send the forms within 15 days, you may submit any other written proof which fully describes the nature and extent of your claim.

6.04.0 WHEN MUST PROOF OF LOSS BE GIVEN? Written proof of your Disability must be sent to us within 90 days after the start of the period for which we owe payment. After that, we may require further written proof that you are still Disabled. If proof is not given by the time it is due, it will not affect the claim if:

1. it was not possible to give proof within the required time; and
2. proof is given as soon as reasonably possible; but
3. not later than 1 year after it is due, unless you are not legally competent.

We have the right to require, as part of the proof of loss:

1. your signed statement identifying all Other Income Benefits; and
2. proof satisfactory to us that you and your dependents have duly applied for all Other Income Benefits which are available.

6.05.0 MAY ADDITIONAL PROOF BE REQUIRED? We may have you examined to determine if you are Disabled. Any such examination will be:

1. at our expense; and
2. as reasonably required by us.

We reserve the right to determine if your proof of loss is satisfactory.

6.06.0 WHO GETS THE BENEFIT PAYMENTS? All payments are payable to you. Any payments owed at your death may be paid to your estate. If any payment is owed to your estate, we may pay up to \$1,000 to any of your relatives who is entitled to it in our opinion. Any such payment shall fulfill our responsibility for the amount paid.

6.07.0 WHEN ARE PAYMENT CHECKS ISSUED? If written proof of loss is furnished, accrued benefits will be paid at the end of each week that you are Disabled. If payment is due at the end of a claim, it will be paid as soon as the written proof of loss is received.

6.08.0 WHAT NOTIFICATION WILL YOU RECEIVE IF YOUR CLAIM IS DENIED? If a claim for benefits is wholly or partly denied, you will be furnished with written notification of the decision. This written decision will:

1. give the specific reason(s) for the denial;
2. make specific reference to the policy provisions on which the denial is based;
3. provide a description of any additional information necessary to prepare a claim and an explanation of why it is necessary; and
4. provide an explanation of the review procedure.

6.09.0 WHAT RECOURSE DO YOU HAVE IF YOUR CLAIM IS DENIED? On any claim, the claimant or his representative must appeal to Us for a full and fair review.

1. You must request a review upon written application within:
 - a. 180 days of receipt of a claim denial if the claim requires a determination of disability; or
 - b. 60 days of receipt of a claim denial for all other claims; and
2. You may request copies of all documents, records, and other information relevant to your claim; and
3. You may submit written comments, documents, records and other information relating to your claim.

We will respond in writing with our final decision on your claim.

6.10.0 WHEN CAN LEGAL ACTION BE STARTED? Legal action cannot be taken against us:

1. sooner than 60 days after due proof of loss has been furnished; or
2. later than the expiration of:
 - a. 3 years; or if longer,
 - b. the applicable Statute of Limitations;from the time written proof of loss is required to be furnished according to the terms of the Policy.

6.11.0 WHAT ARE OUR SUBROGATION RIGHTS? If you:

1. suffer a Disability because of the act or omission of a Third Party; and
2. become entitled to and are paid benefits under the Group Insurance Policy in compensation for lost wages; and
3. do not initiate legal action for the recovery of such benefits from the Third Party in a reasonable period of time;

then we will be subrogated to any rights you may have against the Third Party and may, at our option, bring legal action to recover any payments made by us in connection with the Disability.

6.12.0 WHAT HAPPENS IF BENEFITS ARE OVERPAID? We have the right to recover from you any amount that is determined to be an overpayment of benefits under this plan. Repayment to us must be made within 60 days of your receipt of our notice of the amount of the overpayment. If you do not repay the overpayment within the 60 day period, we may, without forfeiting our right to collect an overpayment through any means legally available to us, recover all or any portion of the overpayment by reducing or withholding future benefit payments, including the Minimum Weekly Benefit, if applicable.

6.13.0 WHO INTERPRETS POLICY TERMS AND CONDITIONS? We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of the Group Insurance Policy.