

# **Wesleyan University Short Term Disability Plan and Summary Plan Description**

Amended and Restated Effective Date: January 1, 2019

## **Contact Information**

Plan Administrator: Wesleyan University, Human  
Resources Department  
Address and Telephone #: 237 High Street, Middletown, CT  
06459, 1-860-685-3100

Claims Administrator: Unum  
Address and Telephone #: 2211 Congress Street, Portland,  
ME 04122, 1-866-679-3054

Service Provider: Unum  
Address and Telephone #: 2211 Congress Street, Portland,  
ME 04122, 1-866-679-3054

Plan Number: 912244

# Table of Contents

- OVERVIEW OF PLAN
- BENEFITS AT A GLANCE 5
- CLAIM INFORMATION 6
- GENERAL PROVISIONS 8
- BENEFIT INFORMATION 11
- GLOSSARY 18
- ERISA 21

## Overview of Plan

The Plan is a short term disability income protection benefit plan ("Plan" or "Short Term Disability Plan") sponsored by Wesleyan University to replace a portion of your income in the event a sickness or injury prevents you from working for a period of time. The Short Term Disability Plan is a component program under the Wesleyan University Group Insurance Program. Together, this Summary Plan Description and the Wesleyan University Flexible Benefit Plan Summary Plan Document comprise the complete Summary Plan Document for this Plan. This Plan does not provide benefits for occupational injuries or sicknesses. Detailed information about your eligibility for coverage, what benefits are payable, how to file a claim, and other features of this Plan are contained in this document, which is referred to as your booklet.

The Plan is funded as provided in the Summary of Benefits section of this booklet. We have engaged Unum to provide certain administrative claims handling services for the Plan. Neither Unum nor any of its affiliates or related insuring entities insures the benefits under this Plan or has any responsibility to fund benefits under the Plan.

We reserve the right to modify, amend, suspend or terminate, in whole or in part, any of the provisions of this Plan at any time for any reason or for no reason. When making a benefit determination under the Plan, we have discretionary authority to determine your eligibility for benefits and to interpret and enforce the terms and provisions of the Plan. We may delegate some or all of this authority to Unum at any time.

**"We", "us", and "our"**, as used in this overview, refer to Wesleyan University (sometimes referred to as "Wesleyan" or "Employer"). The Employer is the Plan's sponsor.

If you do not understand any of the terms in this booklet, or desire more information, you should contact us using the contact information on the cover page. Many of the terms used in this booklet are defined in the Definitions Section. Be sure to read all the definitions so that you will understand the Plan fully.

# **BENEFITS AT A GLANCE**

## **SHORT TERM DISABILITY PLAN**

The Plan provides financial protection for you by paying a portion of your income while you are disabled. The amount you receive is based on the amount you earned before your disability began. In some cases, you can receive disability payments even if you continue to work while you are disabled.

### **ELIGIBLE GROUP(S):**

To be eligible for benefits, you must be an employee in active employment with the Employer and be in one of the following eligible groups:

**Class One - All Administrative staff who work at least .75 full-time equivalent based on 37.5 hour work week and all Faculty who work at least .5 full-time equivalent based on a 37.5 hour work week.**

**Class Two - All Secretarial and Clerical employees who work at least .75 full-time equivalent based on a 35 hour work week.**

**Class Three - All Physical Plant and Public Safety employees who work at least .75 full-time equivalent based on a 40 hour work week.**

Temporary and seasonal workers are excluded from coverage.

### **MINIMUM HOURS REQUIREMENT:**

To be eligible for benefits, you must meet the following requirements:

Employees must meet the minimum hour requirement as outlined above in the Eligible Groups section.

Normal vacation is considered active employment.

### **WAITING PERIOD:**

For employees in an eligible group on or before 1/1/19: None

For employees entering an eligible group after 1/1/19: Date of employment or date entering eligible group.

### **HOW THE PLAN IS FUNDED:**

Wesleyan University pays 100% of the cost of funding the Plan.

**ELIMINATION PERIOD:**

Class One (excluding faculty for whom there is no elimination period)

- **5** working days for disability due to an injury or **5** sickness

Class Two

- **10** working days for disability due to an injury or sickness

Class Three

- **7** calendar days for disability due to an injury or sickness

Benefits begin the day after the elimination period is completed.

**WEEKLY BENEFIT:**

Your payment may be reduced by deductible sources of income and in some cases by the income you earn while disabled (see page 13).

**Class One**

Faculty

**100%** of Weekly Earnings per week

Administrative Staff

<u>Length of Service</u>	100% of base pay up to:	Then, 60% pay for up to:
<2 years	One Month	Five Additional Months
2- <3 years	Two Months	Four Additional Months
3- <4 years	Three Months	Three Additional Months
4- <5 years	Four Months	Two Additional Months
5- <6 years	Five Months	One Additional Month
6 or more years	Six Months	Not applicable

Weekly benefits are pro-rated to adhere to the schedule above.

**Class Two**

For the first 5 years of service: **60%** of Weekly Earnings per week

After 6 full years of service: **100%** of Weekly Earnings per week

### **Class Three**

For the first 5 years of service: **60%** of Weekly Earnings per week

After 6 full years of service: **75%** of Weekly Earnings per week

### **MAXIMUM PERIOD OF PAYMENT:**

**26** calendar weeks

### **OCCUPATIONAL INJURIES:**

The Plan does not cover disabilities due to an occupational sickness or injury.

### **OTHER FEATURES:**

The Plan includes enrollment, risk management and other support services related to our Plan.

## **CLAIM INFORMATION**

### **SHORT TERM DISABILITY**

#### ***WHEN DO YOU NOTIFY UNUM OF A CLAIM?***

We encourage you to notify Unum of your claim as soon as possible, so that a claim decision can be made in a timely manner. Notice of a claim should be sent to Unum within 30 days after the date your disability begins. In addition, you must send Unum written proof of your claim no later than one year after the date your disability begins. In no event can proof of your claim be submitted after the expiration of the time limit, even if your failure to provide proof of claim is due to the lack of legal capacity or if state law provides an exception to the one year time period.

You must notify Unum immediately when you return to work in any capacity. Unless we have given you different delivery instructions, you should use the Service Provider contact information on the cover page to submit your claim.

#### ***HOW DO YOU FILE YOUR PROOF OF CLAIM?***

Claims should be submitted by contacting UNUM at 866-679-3054 Monday through Friday 8:00 AM – 8:00 PM ET.

UNUM will contact your physician to obtain the necessary medical information to complete your claim.

## ***WHAT INFORMATION IS NEEDED AS PROOF OF YOUR CLAIM?***

Proof of your claim, provided at your expense, must show:

- the date your disability began;
- the existence and cause of your sickness or injury;
- that your sickness or injury causes you to have limitations on your functioning and restrictions on your activities preventing you from performing the material and substantial duties of your regular occupation;
- that you are under the regular care of a physician;
- the name and address of any hospital or institution where you received treatment, including all attending physicians;
- the appropriate documentation of your weekly earnings, any disability earnings, and any deductible sources of income.

In some cases, you will be required to give Unum and us authorization to obtain additional medical information, and to provide non-medical information as part of your proof of claim, or proof of continuing disability. You may also be required to send Unum appropriate financial records, which may include income tax returns, which we believe are necessary to substantiate your income. We may request that you send periodic proof of your claim. This proof, provided at your expense, must be received within 45 days of a request. We may deny your claim, or stop sending you payments, if the appropriate information is not submitted.

We or our Service Provider may require you to be examined by a physician, other medical practitioner and/or vocational expert of our or its choice. This examination will be at no cost to you and can be required as often as it is reasonable to do so. We may also require you to be interviewed in person by us or our Service Provider.

## ***HOW WILL PAYMENTS BE MADE?***

Payments will be made to you by Wesleyan University.

## ***WHAT HAPPENS IF YOUR CLAIM IS OVERPAID?***

We have the right to recover any overpayments due to:

- fraud;
- any error made in processing a claim;
- disability earnings; or
- deductible sources of income.

You must reimburse Wesleyan University in full. We will determine the method by which the repayment is to be made which may include reducing or withholding future payments including the minimum weekly payment.

We will not recover more money than the amount overpaid to you.

# GENERAL PROVISIONS

## ***WHEN ARE YOU ELIGIBLE FOR COVERAGE?***

If you are in an eligible group, the date you are eligible for coverage is the later of:

- the Plan effective date; or
- the day after you meet the plan's eligibility requirements.

## ***WHEN DOES YOUR COVERAGE BEGIN?***

Since we pay 100% of the cost of your coverage under the Plan, you will be covered at 12:01 a.m. on the date you are eligible for coverage.

## ***WHAT IF YOU ARE ABSENT FROM WORK ON THE DATE YOUR COVERAGE WOULD NORMALLY BEGIN?***

If you are absent from work due to injury or sickness, temporary layoff or leave of absence, your coverage will begin on the date you return to active employment.

## ***ONCE YOUR COVERAGE BEGINS, WHAT HAPPENS IF YOU ARE TEMPORARILY NOT WORKING?***

If you are on a **furlough**, you will be covered for up to 90 days.

If you are on a **leave of absence** you will be covered as outlined below:

Disability participation under the Plan continues if your Active Service ends due to a Disability for which benefits under the Plan are or may become payable. If you do not return to Active Service, participation under the Plan ends when your Disability ends or when benefits are no longer payable, whichever comes first.

If your Active Service ends due to a personal or family medical leave approved timely by Wesleyan University, participation under the Plan will continue for up to twenty six weeks.

Faculty Employees: if your Active Service ends due to a leave of absence for a Grant approved in writing by Wesleyan prior to the date you cease work, short term disability insurance will continue for up to 12 months. An approved leave of absence for a Grant does not include furlough, Temporary Layoff or termination of employment. For Faculty Employees only in Class 1; if your Active Service ends due to a leave of absence for a Sabbatical approved in writing by Wesleyan prior to the date you cease to work, participation in the Plan will continue for up to 12 months. An approved leave of absence for Sabbatical does not include Furlough, Temporary Layoff or termination of employment. Faculty on extended unpaid leave who are working at another institution will not be covered.

If your Active Service ends due to any other excused short term absence from work that is reported to Wesleyan in accordance with our reporting requirements

for such short term absence, participation under the Plan will continue until the earlier of:

- a) ***the date your employment relationship with Wesleyan terminates;***
- b) ***the end of the 30-day period that begins with the first day of such excused absence;***
- c) ***the end of the period for which such short term absence is excused by Wesleyan.***

If your participation is continued while you are temporarily away from work according to the terms of this section, and you become Disabled during such period of continuation, Disability Benefits will not begin until the Elimination Period is satisfied.

### ***WHEN WILL CHANGES TO YOUR COVERAGE TAKE EFFECT?***

Once your coverage begins, any increased or additional coverage will take effect immediately if you are in active employment or if you are on a covered layoff or leave of absence. If you are not in active employment due to injury or sickness, any increased or additional coverage will begin on the date you return to active employment.

Any decrease in coverage will take effect immediately but will not affect a **payable claim** that occurs prior to the decrease.

### ***WHEN DOES YOUR COVERAGE END?***

Your coverage under the Plan ends on the earliest of:

- the date the Plan is cancelled;
- the date you are no longer in an eligible group;
- the date your eligible group is no longer covered; or
- the last day you are in active employment except as provided under the leave of absence provision.

### ***FRAUD WARNING***

We take fraud very seriously. If you, with intent to defraud or knowing that you are facilitating a fraud against us, submit an application or file a claim containing a false or deceptive statement, we will assert all legal and equitable rights against you and pursue all legal and equitable remedies we have against you.

***DOES THE PLAN REPLACE OR AFFECT ANY WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE?***

The Plan does not replace or affect the requirements for coverage by any workers' compensation or state disability insurance.

***DO WE ACT AS YOUR AGENT OR UNUM'S AGENT?***

For purposes of the Plan, we act on our own behalf or as your agent. Under no circumstances will we be deemed the agent of Unum.

# BENEFIT INFORMATION

## ***HOW DO WE DEFINE ACTIVE SERVICE?***

You will be considered in Active Service with Wesleyan on a day which is one of our scheduled workdays if either of the following conditions are met.

1. You are performing your Regular Occupation for Wesleyan on a Full-time basis. You must be working at one of Wesleyan's usual places of business or at some location to which Wesleyan's business requires you to travel.
2. The day is a scheduled holiday or vacation day and you were performing your Regular Occupation on the preceding scheduled workday.

You are considered in Active Service on a day which is not one of Wesleyan's scheduled workdays only if you were in Active Service on the preceding scheduled workday.

## ***HOW DO WE DEFINE DISABILITY?***

### **DEFINITION OF TOTAL DISABILITY**

You are disabled when we determine that due to your **sickness or injury**:

- you are unable to perform the **material and substantial duties** of your **regular occupation**; and
- you are not working in any occupation.

### **DEFINITION OF RESIDUAL DISABILITY**

You are disabled when we determine that:

- you are limited from performing the **material and substantial duties** of your **regular occupation** due to your **sickness or injury**; and
- you have a 20% or more loss in weekly earnings due to that same sickness or injury.

You must be under the regular care of a physician in order to be considered disabled.

The loss of a professional or occupational license or certification does not, in itself, constitute disability.

If you have a Cesarean section, you will be considered disabled for a minimum period of eight weeks beginning on the date of your Cesarean section, unless you return to work prior to the end of the eight weeks.

## ***HOW LONG MUST YOU BE DISABLED BEFORE YOU ARE ELIGIBLE TO RECEIVE BENEFITS?***

You must be continuously disabled through your **elimination period**. A new elimination period will be applied to each disability.

If your disability is the result of an injury that occurs while you are covered under the Plan, benefits begin on the later of:

- **the date the elimination period ends (see page 6); or**

If your disability is the result of a sickness, your elimination period is the later of:

- **the date the elimination period ends (see page 6)**

***CAN YOU SATISFY YOUR ELIMINATION PERIOD IF YOU ARE WORKING?***

Yes, provided you meet the definition of disability.

***WHEN WILL YOU BEGIN TO RECEIVE PAYMENTS?***

You will begin to receive payments when we approve your claim, providing the elimination period has been met and you are disabled.

***HOW MUCH WILL WE PAY YOU IF YOU ARE DISABLED?***

We will follow this process to figure your payment:

1. Multiply your **Weekly Earnings** by **the weekly benefit percentage amount as stated in the Summary of Benefits**. This is your **gross disability payment**.
2. Subtract from your gross disability payment any **deductible sources of income**.

The amount figured in Item 2 is your **weekly payment**.

Your weekly payment may be reduced based on your disability earnings.

If, at any time after the elimination period, you are disabled for less than 1 week, we will send you 1/7<sup>th</sup> of your weekly payment for each day of disability.

***WHAT ARE YOUR WEEKLY EARNINGS?***

"Weekly Earnings" means your gross weekly income from Wesleyan University in effect just prior to your date of disability. 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 actually received from bonuses, overtime pay, any other extra compensation including deferred compensation, or income received from sources other than Wesleyan. A change in your Weekly Earnings will be effective during a period of continuous Disability.

***WHAT WILL WE USE FOR WEEKLY EARNINGS IF YOU BECOME DISABLED DURING A LEAVE OF ABSENCE?***

If you become disabled while you are on a leave of absence we will use your weekly earnings in effect just prior to the date your absence begins.

### ***HOW MUCH WILL WE PAY YOU IF YOU ARE DISABLED AND WORKING?***

We will send you the weekly payment if you are disabled and your weekly **disability earnings**, if any, are less than 20% of your weekly earnings.

If you are disabled and your weekly disability earnings are from 20% through 80% of your weekly earnings, you will receive payments based on the percentage of income you are losing due to your disability. We will follow this process to figure your payment:

1. Subtract your disability earnings from your weekly earnings.
2. Divide the answer in Item 1 by your weekly earnings. This is your percentage of lost earnings.
3. Multiply your weekly payment as shown above by the answer in Item 2.

This is the amount we will pay you for each week.

We may require you to send proof of your disability earnings each week. We will adjust your weekly payment based on your disability earnings.

As part of your proof of disability earnings, we can require that you send us appropriate financial records, which may include tax returns, which we believe are necessary to substantiate your income.

### ***HOW DO WE PROTECT YOU IF YOUR DISABILITY EARNINGS FLUCTUATE?***

If your disability earnings have fluctuated from week to week, we may determine your benefit eligibility based on the average of your disability earnings over the most recent 3 weeks.

### ***WHAT ARE DEDUCTIBLE SOURCES OF INCOME?***

Unum will subtract from your gross disability payment the following deductible sources of income:

1. The amount that you receive or are entitled to receive as disability income or disability requirement payments under any:

- state compulsory benefit act or law
- other group insurance plan
- **governmental retirement plan.**

2. The amount that you receive:

- under the mandatory portion of any "no fault" motor vehicle plan.
- under Title 46, United States Code Section 688 (The Jones Act).
- from a third party (after subtracting attorney's fees) by judgment, settlement or otherwise.

3. The amount that you receive as retirement payments under any governmental retirement system. Retirement payments do not include payments made at the later of age 62 or normal retirement age under your Employer's retirement plan which are attributable to contributions you made on a post-tax basis to that system.

Regardless of how retirement payments are distributed, we will consider payments attributable to your post tax contributions to be distributed throughout your lifetime.

Amounts received do not include amounts rolled over or transferred to any eligible retirement plan. Unum will use the definition of eligible retirement plan as defined in Section 402 of the Internal Revenue Code including any future amendments which affect the definition.

Regardless of how the retirement funds from the retirement plan(s) are distributed, Unum will consider contributions to be distributed simultaneously throughout your lifetime.

Amounts received do not include amounts rolled over or transferred to any eligible retirement plan. Unum will use the definition of eligible retirement plan as defined in Section 402 of the Internal Revenue Code including any future amendments which affect the definition.

Unum will only subtract deductible sources of income which are payable as a result of the same disability.

#### ***WHAT ARE NOT DEDUCTIBLE SOURCES OF INCOME?***

Unum will not subtract from your gross disability payment under this Plan any income you receive from, but not limited to, the following:

- 401(k) plans
- profit sharing plans
- thrift plans
- tax sheltered annuities
- stock ownership plans
- non-qualified plans of deferred compensation
- pension plans for partners
- military pension and disability income plans
- credit disability insurance
- franchise disability income plans
- credit disability insurance
- franchise disability income plans
- a retirement plan from another Employer
- individual retirement accounts (IRA)
- individual disability income plans
- **salary continuation** or **accumulated sick leave** plans

#### ***WHAT IF WE DETERMINE YOU MAY QUALIFY FOR DEDUCTIBLE INCOME BENEFITS?***

When we determine that you may qualify for benefits listed in the deductible sources of income section, we will estimate your entitlement to these benefits. We can reduce your payments by the estimated amount if such benefits:

- have not been awarded; and
- have not been denied; or
- have been denied and the denial is being appealed.

Your Short Term Disability payment will NOT be reduced by the estimated amount if you:

- apply for the disability payments listed in the deductible sources of income section and appeal your denial to all administrative levels Service Provider feels are necessary; and
- sign Unum's payment option form. This form states that you promise to repay us any overpayment caused by an award.

If your payment has been reduced by an estimated amount, your payment will be adjusted when we receive proof:

- of the amount awarded; or
- that benefits have been denied and all appeals that Unum feels are necessary have been completed. In this case, a lump sum refund of the estimated amount will be made to you.

If you receive a lump sum payment from any deductible sources of income, the lump sum will be pro-rated on a weekly basis over the time period for which the sum was given. If no time period is stated, the sum will be pro-rated on a weekly basis to the end of the maximum period of payment.

### ***HOW LONG WILL WE CONTINUE TO SEND YOU PAYMENTS?***

We will send you a payment each week you qualify for benefits up to the **maximum period of payment**. Your maximum period of payment is [26] weeks during a continuous period of disability.

### ***WHEN WILL PAYMENTS STOP?***

We will stop sending you payments and your claim will end on the earliest of the following:

- when you are able to work in your regular occupation on a **part-time basis** and you do not;
- the end of the maximum period of payment;
- the date you are no longer disabled under the terms of the plan.
- the date you fail to submit proof of continuing disability;
- after 26 weeks of payments (excluding elimination period)
- the date your disability earnings exceed the amount allowable under the plan;
- the date you die.
- the date you earn from any occupation, more than the percentage of Covered Earnings set forth in the definition of Disability.
- the date you refuse, without Good Cause, to fully cooperate in all required phases of the Rehabilitation Plan and assessment (benefits may be resumed if you begin to cooperate fully in the Rehabilitation Plan within 30 days of the date benefits terminated);
- the date you no longer received appropriate care;
- the date you fail to cooperate with the Plan in the administration of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit payment due.

## **WHAT DISABILITIES ARE NOT COVERED UNDER YOUR PLAN?**

Your plan does not cover any disabilities caused by, contributed to by, or resulting from your:

- **occupational sickness or injury,**
- intentionally self-inflicted injuries,
- active participation in a riot,
- loss of a professional license, occupational license or certification,
- commission of a crime for which you have been convicted, or
- any cosmetic surgery or surgical procedure that is not Medically Necessary. "Medically Necessary" means the surgical procedure is: (a) prescribed by a Physician as required treatment of the Injury or Sickness in the locality in which the surgery is performed. The Plan will pay benefits if the Disability is caused by donating an organ in a non-experimental organ transplant procedure.
- An injury or Sickness that is work-related unless denied by the Workers Compensation third party administrator for reasons other than fraud. The Disability must be medically substantiated and must not be an excluded benefit. If workers compensation is subsequently approved and paid for a claim, any short term disability then paid for that period of time would be owed by the participant to Wesleyan.

The Plan will not cover a disability due to war, declared or undeclared, or any act of war.

The Plan will not pay a benefit for any period of disability during which you are incarcerated.

## **WHAT HAPPENS IF YOU RETURN TO WORK FULL TIME AND YOUR DISABILITY OCCURS AGAIN?**

1. If your current disability is related to or due to the same cause(s) as your prior disability for which we made a payment:

We will treat your current disability as part of your prior claim and you will not have to complete another elimination period when you are performing any occupation for us on a full time basis for 14 consecutive days or less. You must earn less than the percentage of Weekly Earnings that would still qualify you to meet the Definition of Disability during at least one week.

If you return to work on the 15<sup>th</sup> day, your current disability will be treated as a new claim. The new claim will be subject to all of the provisions of this plan and you will be required to satisfy a new elimination period.

2. If your current disability is unrelated to your prior disability for which a payment was made:

We will treat your current disability as part of your prior claim and you will not have to complete another elimination period when you are performing any occupation for us on a full time basis for less than 1 full day.

Your disability, as outlined above, will be subject to the same terms of the plan as your prior claim.

If you do not satisfy Item 1 or 2 above, your disability will be treated as a new claim and will be subject to all of the Plan provisions.

If you become entitled to payments under any other group short term disability plan, you will not be eligible for payments under the plan.

# GLOSSARY

**ACTIVE EMPLOYMENT** means you are working for us for earnings that are paid regularly and that you are performing the material and substantial duties of your regular occupation. You must be working at least the minimum number of hours as described in the Benefits at a Glance section.

Your work site must be:

- our usual place of business;
- an alternative work site at the direction of us, including your home; or
- a location to which you job requires you to travel.

Normal vacation is considered active employment.

Temporary and seasonal workers are excluded from coverage.

**DEDUCTIBLE SOURCES OF INCOME** means income from deductible sources listed in the Plan which you receive or are entitled to receive while you are disabled. This income will be subtracted from your gross disability payment.

**DISABILITY EARNINGS** means the earnings which you receive while you are disabled and working, plus the earnings you could receive if you were working to your maximum capacity.

**ELIMINATION PERIOD** means a period of continuous disability which must be satisfied before you are eligible to receive benefits.

**EMPLOYEE** means a person who is in active employment in the United States with us or on assignment overseas.

**EMPLOYER** is Wesleyan University. Employer is also referred to as "we", "us", and "our". The Employer is the Plan Sponsor.

**GOVERNMENTAL RETIREMENT SYSTEM** means a plan which is part of any federal state, county, municipal or association retirement system, including but not limited to, a state teachers retirement system, public employees' retirement system or other similar retirement system for state or local government employees providing for the payment of retirement and/or disability benefits to individuals.

**GROSS DISABILITY PAYMENT** means the benefit amount before we subtract deductible sources of income and disability earnings.

**HOSPITAL OR INSTITUTION** means an accredited facility licensed to provide care and treatment for the condition causing your disability.

**INJURY** means a bodily injury that is the result of an accident and not related to any other cause. Injury which occurs before you are covered under the plan will be treated as a sickness. Disability must begin while you are covered under the plan.

**LAW, PLAN OR ACT** means the original enactments of any law, Plan or act and all amendments.

**LAYOFF or LEAVE OF ABSENCE** means you are temporarily absent from active employment for a period of time that has been agreed to in advance in writing by us. Your normal vacation time or any period of disability is not considered a temporary layoff or leave of absence.

**LIMITED** means what you cannot or are unable to do.

**MATERIAL AND SUBSTANTIAL DUTIES** means duties that:

- are normally required for the performance of your regular occupation; and
- cannot be reasonably omitted or modified.

**MAXIMUM CAPACITY** means, based on your restrictions and limitations, the greatest extent of work you are able to do in your regular occupation, that is reasonably available.

**MAXIMUM PERIOD OF PAYMENT** means the longest period of time the Plan will make payments to you for any one period of disability.

**OCCUPATIONAL SICKNESS OR INJURY** means a sickness or injury that was caused by or aggravated by any employment for pay or profit.

**PART-TIME BASIS** means the ability to work and earn between 20% and 80% of your weekly earnings.

**PAYABLE CLAIM** means a claim for which we are liable under the terms of the Plan.

**PHYSICIAN** means:

- a person performing tasks that are within the limits of his or her medical license; and
- a person who is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
- a person with a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients; or
- a person who is a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction.

Unum will not recognize You, or your spouse, children, parents or siblings as a as a physician for a claim that you send to them.

**PLAN** means the Wesleyan University Short Term Disability Plan.

**PLAN SPONSOR** means the Employer.

**REGULAR CARE** means:

- you personally visit a physician as frequently as is medically required, according to generally accepted medical standards, to effectively manage and treat your disabling condition(s); and
- you are receiving the most appropriate treatment and care which conforms with generally accepted medical standards, for your disabling condition(s) by a physician whose specialty or experience is the most appropriate for your disabling condition(s), according to generally accepted medical standards.

**REGULAR OCCUPATION** means the occupation you are routinely performing at Wesleyan when your disability begins.

**RETIREMENT PLAN** means a defined contribution plan or defined benefit plan. These are plans which provide retirement benefits to employees and are not funded entirely by employee contributions. Retirement Plan does not include any plan which is part of any governmental retirement system.

**SALARY CONTINUATION OR ACCUMULATED SICK LEAVE** means continued payments to you by your Employer of all or part of your weekly earnings, after you become disabled as defined by the Plan. Salary continuation or accumulated sick leave does not include compensation paid to you by your Employer for work you actually perform after your disability begins. Such compensation is considered disability earnings and would be taken into account in calculating your weekly payment.

**SERVICE PROVIDER** means Unum Life Insurance Company of America  
2211 Congress Street, Portland, Maine 04122, Telephone Number 866-679-3054.

**SICKNESS** means an illness or disease.

**WAITING PERIOD** means the continuous period of time (shown in the Summary of Benefits) that you must be in active employment in an eligible group before you are eligible for coverage under the Plan.

**WE, US** and **OUR** means Wesleyan University.

**WEEKLY BENEFIT** means the total benefit amount an employee is eligible for under the Plan subject to the maximum benefit.

**WEEKLY EARNINGS** means your gross weekly income from your Employer as defined in the Plan (see page 12).

**WEEKLY PAYMENT** means your payment after any deductible sources of income have been subtracted from your gross disability payment.

**YOU** means a person who is eligible for coverage under the Plan.

# ERISA

The Employee Retirement Income Security Act of 1974 (ERISA) applies to this Plan. The following provisions, together with your Wesleyan University Flexible Benefit Plan Summary Plan Description, constitute the summary plan description required under ERISA. Benefit determinations are controlled exclusively by the Plan, your certificate of coverage and the information contained in this document.

**Name of Plan:**

**Wesleyan University Short Term Disability Plan**

**Name and Address of Employer:**

**Wesleyan University  
237 High Street  
Middletown, CT 06459**

**Plan Identification Number:**

- a. Employer IRS Identification #: **06-0646959**
- b. Plan #: **[511]**

**Type of Welfare Plan:**

Short Term Disability

**Type of Administration:**

The Plan is administered by the Plan Administrator. Benefits are administered by Unum and provided in accordance with the Plan.

**Plan Year Ends:**

**December 31**

**Plan Administrator Name, Address, and Telephone Number:**

**Wesleyan University  
Director of Employee Benefits  
237 High Street  
Middletown, CT 06459  
860-685-3306**

**Wesleyan University** is the Plan Administrator and named fiduciary of this self-insured Plan, with authority to delegate its duties including its fiduciary duties. If there are Trustees for this Plan, you will be notified in a separate communication about the name, title and address of each Trustee.

**Agent for Service of Legal Process on the Plan:**

Service of legal process may be made upon the Plan Administrator and any Trustee of the Plan.

**Funding and Contributions:**

The Plan is funded as provided in the BENEFITS AT A GLANCE section.

**EMPLOYER’S RIGHT TO AMEND THE PLAN**

We reserve the right, in our sole and absolute discretion, to amend, modify, or terminate, in whole or in part, any or all of the provisions of the Plan (including any related documents), at any time and for any reason or no reason.

If we cancel the Plan, coverage will end at 12:00 midnight at our primary business location on the last day of the Plan. If the Plan is cancelled, the cancellation will not affect a payable claim.

**HOW TO FILE A CLAIM**

If you wish to file a claim for benefits, you should follow the claim procedures described in the Plan. To complete your claim filing, Unum must receive the claim information it requests from you (or your authorized representative), your attending physician and us. If you or your authorized representative has any questions about what to do, you or your authorized representative should contact Service Provider directly using the information on the cover page of the Plan. If you live in a county with a significant population of non-English speaking persons, the Plan will provide, in the non-English language(s), a statement of how to access oral and written language services in those languages.

**CLAIMS PROCEDURES**

You will receive notice of the decision on your claim no later than 45 days after the Claim is filed. This time period may be extended twice by 30 days if an extension is necessary due to matters beyond the control of the Plan and you are notified of the circumstances requiring the extension of time and the date by which a decision is expected. Notice for the first 30-day extension will be provided before the end of the original 45-day period. Notice of the second 30-day extension will be provided before the end of the first 30-day extension period. If an extension is necessary due to your failure to submit the information necessary to decide the Claim, the notice of extension will specifically describe the required information, and you will be afforded at least 45 days within which to provide the specified information. If you deliver the requested information within the time specified, any 30 day extension period will begin after you have provided that information. If you fail to deliver the requested information within the time specified, your Claim may be decided without that information.

If your Claim for Benefits is wholly or partially denied, the notice of adverse benefit determination under the Plan will:

- state the specific reason(s) for the adverse determination;
- reference specific Plan provision(s) on which the determination is based;
- describe additional material or information necessary to complete the claim and why such information is necessary;
- describe Plan procedures and time limits for appealing the determination, and your right to obtain information about those procedures and the right to sue in federal court;
- discuss the decision, including an explanation of the basis for disagreeing with or not following (i) the views presented by you to the Plan of health care professionals treating you and vocational professionals who evaluated you; (ii) the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination, without regard whether the advice was relied upon in making the benefits determination; and (iii) a disability determination regarding you presented by you to the Plan made by the Social Security Administration;
- disclose any internal rule, guidelines, protocol, standards or similar criterion relied on in making the adverse determination (or alternatively, a statement that such rules, guidelines, protocols, standards or similar criteria of the plan do not exist.
- state that you are entitled to receive free of charge and upon request reasonable access to, and copies of, all documents, records, and other information relevant to your claims for benefits;
- description of Unum's appeal procedures and applicable time limits, including a statement of your right to bring a civil action under section 502(a) of ERISA following your appeals; and
- state that if an adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination will be provided free of charge upon written request.
- Any cancellation or discontinuance of your disability coverage that has a retroactive effect will be treated as an adverse benefit determination except in the case of failure to timely pay required premiums or contributions toward the cost of coverage.

Notice of the determination may be provided in written or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements.

## **APPEALS PROCEDURES**

You have 180 days from the receipt of notice of an adverse benefit determination to file an appeal. Requests for appeals should be sent to the address specified in the claim denial. Similarly, if Unum does not decide your claim as described above, you may appeal, although you are not required to do so. A decision on review will be made not later than 45 days following receipt of the written request for review. If Unum determines that special circumstances require an extension of time for a decision on review, the review period may be extended by an additional 45 days (90 days in total). You will be notified in writing within the initial 45-day period if an additional 45 day extension is needed.

If an extension is necessary due to your failure to submit the information necessary to decide the appeal, the notice of extension will specifically describe the required information and you will be afforded at least 45 days to provide the specified information. If you deliver the requested information within the time specified, the 45 day extension of the appeal review period will begin after you have provided that information. If you fail to deliver the requested information within the time specified, your appeal may be decided without that information.

You will have the opportunity to submit written comments, documents, or other information in support of your appeal. You will have access to all relevant documents, as defined by applicable U.S. Department of Labor, regulations records and information relevant to your claim free of charge. The review of the adverse benefit determination will take into account all new information, whether or not presented or available at the initial determination. No deference will be afforded to the initial determination.

The review will be made by a person different from the person who made the initial determination and such person will not be the original decision maker's subordinate. In the case of a claim denied on the grounds of a medical judgment, a health professional with appropriate training and experience will be consulted. The health care professional who is consulted on appeal will not be the individual who was consulted during the initial determination or a subordinate. If the advice of a medical or vocational expert was obtained by the Plan in connection with the denial of your claim, you will be provided with the names of each such expert, regardless of whether the advice was relied upon. Additionally, Unum will provide you, free of charge and prior to any adverse decision on appeal, with any new or additional evidence it considers in connection with the claim (including evidence that may be the basis of the denial as well as any evidence that may support granting the claim), and any new or additional rationale that will form the basis for Unum's decision. The evidence will be provided as soon as possible and sufficiently in advance of the date on

which the notice of adverse benefit determination must be provided so that you have a reasonable opportunity to respond.

A notice that your request on appeal is denied will contain the following information:

- the specific reason(s) for the determination; including, where applicable, the basis for disagreeing with or not following (i) the views presented by you to the Plan of health care professionals treating you and vocational professionals who evaluated you; (ii) the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination, and (iii) a disability determination regarding you presented by you to the Plan made by the Social Security Administration.
- 
- a reference to the specific Plan provision(s) on which the determination is based;
- 
- a statement disclosing any internal rule, guidelines, protocol or similar criterion relied on in making the adverse determination (or a statement that such information will be provided free of charge upon request);
- 
- a statement describing your right to bring a civil suit under federal law which will include notice of any applicable contractual limitations period that applies to your right to bring legal proceedings and the calendar date on which that period expires;
- 
- a statement that if an adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination will be provided free of charge upon written request; and
- 
- the statement that you are entitled to receive upon request, and without charge, reasonable access to or copies of all documents, records or other information relevant to the determination.

Notice of the determination may be provided in written or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements. If a statement on appeal is not furnished to you within the time frames mentioned above, your claim shall be deemed denied on appeal.

Unless there are special circumstances, this administrative appeal process must be completed before you begin any legal action regarding your claim.

## **YOUR RIGHTS UNDER ERISA**

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

### Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan, including collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including collective bargaining agreements and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

### Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your Employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

### Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the

materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, if, for example, it finds your claim is frivolous.

#### Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

#### **DISCRETIONARY ACTS**

In exercising our discretionary powers under the Plan, we, as the Plan Administrator, will have the broadest discretion permissible under ERISA and any other applicable laws, and our decisions will constitute final review by the Plan of your claim by the Plan. Benefits under the Plan will be paid only if we decide in our discretion that the applicant is entitled to them. We also have discretion to determine eligibility for benefits and to interpret the terms and conditions of the Plan.