

**YOUR  
BENEFIT  
PLAN**



**Trinity Health**  
Livonia, MI

4600 MercyOne Des Moines Executives



**EMPLOYER: TRINITY HEALTH**

**PLAN NUMBER: GRH-398436**

**PLAN EFFECTIVE DATE: April 1, 2011**

**BENEFITS UNDER THE GROUP SHORT TERM  
DISABILITY PLAN DESCRIBED IN THE FOLLOWING  
PAGES ARE PROVIDED AND FUNDED BY THE EMPLOYER.**

**THE EMPLOYER HAS FULL RESPONSIBILITY FOR  
PAYMENT OF ANY BENEFITS DUE ACCORDING  
TO THE TERMS AND CONDITIONS OF THE PLAN.**

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## SCHEDULE OF BENEFITS

The Plan of short term Disability provides You with short term income protection .

**AMENDMENT TO GROUP PLAN GRH-398436 PROCESSED ON MAY 4, 2023. ANY CHANGES BETWEEN THIS PLAN AND THE PREVIOUSLY ISSUED PLAN ARE EFFECTIVE JUNE 25, 2023.**

### **Cost of Coverage:**

You do not contribute towards the cost of coverage.

**Eligible Class(es) For Coverage:** All Full time and Part-time Active Executives of MercyOne Des Moines who are on U.S. payroll or are citizens or legal residents of the United States, its territories and protectorates, excluding Physicians, temporary, leased or seasonal employees. Also excluding the following: 1) any individual who has been classified by the Employer as an independent contractor, notwithstanding a contrary determination by any court or governmental agency, 2) nonresident aliens with no income from sources within the United States, 3) "self-employed individuals" under Code Section 401(c); and 4) union employees who are members of a collective bargaining unit that has bargained in good faith over benefits substantially similar to those available under the Plan and whose participation is not provided for under such agreement.

Employment: 20 budgeted hours per week

### **Eligibility Waiting Period for Coverage:**

None

### **Benefits Commence:**

- 1) for Disability caused by Injury: on the 8th consecutive day of Total Disability or Disabled and Working;
- 2) for Disability caused by Sickness: on the 8th consecutive day of Total Disability or Disabled and Working.

### **Weekly Benefit:**

100% of Your Pre-disability Earnings, reduced by Other Income Benefits.

### **Maximum Duration of Benefits Payable:**

- 1) 26 week(s) from the date of Disability if caused by Injury; or
- 2) 26 week(s) from the date of Disability if caused by Sickness.

### **Additional Benefits:**

Disabled and Working Benefit  
See Benefits

## ELIGIBILITY AND ENROLLMENT

### **Eligible Persons:** *Who is eligible for coverage?*

All persons in the class or classes shown in the Schedule of Benefits will be considered Eligible Persons.

### **Eligibility for Coverage:** *When will I become eligible?*

You will become eligible for coverage on the later of:

- 1) the Plan Effective Date; or
- 2) the date You complete the Eligibility Waiting Period for Coverage shown in the Schedule of Benefits, if applicable.

### **Enrollment:** *How do I enroll for coverage?*

An Eligible Person will be enrolled automatically by the Employer.

## PERIOD OF COVERAGE

**Effective Date:** *When does my coverage start?*

If You are not required to contribute toward The Plan's cost, Your coverage will become effective on the date You become eligible, subject to the Deferred Effective Date provisions below.

**Deferred Effective Date:** *When will my effective date for coverage or a change in my coverage be deferred?*

If You are absent from work due to:

- 1) Injury;
- 2) Sickness;
- 3) Mental Illness; or
- 4) Substance Abuse;

on the date Your coverage, or increase in coverage, would otherwise have become effective, Your coverage, or increase in coverage will not become effective until You are Actively at Work one full day.

**Continuity From A Prior Plan:** *Is there continuity of coverage from a Prior Plan?*

If You were:

- 1) insured under the Prior Plan; and
- 2) not eligible to receive benefits under the Prior Plan;

on the day before the Plan Effective Date, the Deferred Effective Date provision will not apply.

**Termination:** *When will my coverage end?*

Your coverage will end on the earliest of the following:

- 1) the date The Plan terminates;
- 2) the date The Plan no longer covers Your class;
- 3) the last day of the period for which You make any required contribution;
- 4) the date Your Employer terminates Your employment; or
- 5) the date You cease to be a Full-time or Part-time Active Employee in an eligible class for any reason;

unless continued in accordance with one of the Continuation Provisions.

**Continuation Provisions:** *Can my coverage be continued beyond the date it would otherwise terminate?*

Coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all employees the same way. Continued coverage:

- 1) is subject to any reductions in The Plan; and
- 2) terminates if:
  - a) The Plan terminates; or
  - b) coverage for Your class terminates.

In any event, Your benefit level, or the amount of earnings upon which Your benefits may be based, will be that in effect on the day before Your coverage was continued. Coverage may be continued in accordance with the above restrictions and as described below:

Leave of Absence: If You are on a documented leave of absence, other than Family or Medical Leave, Your coverage may be continued for up to 52 weeks following the date in which the leave of absence commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

Family Medical Leave: If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage may be continued for up to 12 weeks after or longer if required by other applicable law, following the date Your leave commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

**Coverage while Disabled:** *Does my coverage continue while I am Disabled and no longer an Active Employee?*

If You are Disabled and You cease to be an Active Employee, Your coverage will be continued:

- 1) while You remain Disabled; and
- 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 coverage will be reinstated, provided:

- 1) You return to work for one full day as a Active Employee in an eligible class; and
- 2) The Plan remains in force.

**Extension of Coverage for Total Disability:** *Does coverage continue if The Plan terminates?*

If You are entitled to coverage while Disabled and The Plan terminates, coverage:

- 1) will continue as long as You remain Disabled by the same Disability; but
- 2) will not be provided beyond the date coverage would have ceased had the coverage remained in force.

Termination of The Plan for any reason will have no effect on The Employer's liability under this provision.

## BENEFITS

### **Disability Benefit:** *What are my Disability benefits under The Plan?*

If, while covered under this Benefit, You:

- 1) become Totally Disabled;
- 2) remain Totally Disabled; and
- 3) submit Proof of Loss to the Claims Evaluator;

The Plan will pay the Weekly Benefit.

The amount of any Weekly Benefit payable will be reduced by:

- 1) the total amount of all Other Income Benefits, including any amount for which You could collect but did not apply; and
- 2) any income received from the Employer for the period You are Totally Disabled.

### **Partial Week Payment:** *How is a benefit calculated for a period of less than a week?*

If a Weekly Benefit is payable for less than a week, The Plan will pay 1/7 of the Weekly Benefit for each day You were Disabled.

### **Recurrent Disability:** *What happens to my benefits if I return to work as an Active Employee and then become Disabled again?*

When Your return to work as an Active Employee is followed by a Disability, and such Disability is:

- 1) due to the same cause; or
- 2) due to a related cause; and
- 3) within 14 consecutive calendar days of the return to work;

the Period of Disability prior to Your return to work and the recurrent Disability will be considered one Period of Disability, provided The Plan remains in force.

If You return to work as an Active Employee for 14 consecutive days or more, any recurrence of a Disability will be treated as a new Disability.

**Period of Disability** means a continuous length of time during which You are Disabled under The Plan.

### **Multiple Causes:** *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) any Exclusions will apply to the new cause of Disability.

### **Termination of Payment:** *When will my benefit payments end?*

Benefit payments will stop on the earliest of:

- 1) the date You are no longer Disabled;
- 2) the date You fail to furnish Proof of Loss;
- 3) the date You are no longer under the Regular Care of a Physician;
- 4) the date You refuse the Claims Evaluator's request that You submit to an examination by a Physician or other qualified medical professional;
- 5) the date of Your death;
- 6) the date You refuse to receive recommended treatment that is generally acknowledged by Physicians to cure, correct or limit the disabling condition;
- 7) the last day benefits are payable according to the Maximum Duration of Benefits;
- 8) the date Your Current Weekly Earnings exceed 80% of Your Pre-disability Earnings if You are receiving benefits for being Disabled from Your Occupation; or
- 9) the date no further benefits are payable under any provision in The Plan that limits benefit duration.

### **Disabled and Working Benefits:** *How are benefits paid when I am Disabled and Working?*

If, while covered under this benefit, You are Disabled and Working, as defined, the following calculation will be used to determine Your Weekly Benefit:

- 1) multiply Your Pre-disability Earnings by the Benefit Percentage; and
- 2) compare the result with the Maximum Benefit; and

- 3) from the lesser amount deduct Other Income Benefits.

Current Weekly Earnings will not be used to reduce Your Weekly Benefit. However, if the sum of Your Weekly Benefit and Your Current Weekly Earnings exceeds 100% of Your Pre-disability Earnings, the Employer will reduce Your Weekly Benefit by the amount of the excess.

Days which You are Disabled and Working may be used to satisfy the Benefits Commence Period.

## EXCLUSIONS AND LIMITATIONS

### **Exclusions:** *What Disabilities are not covered?*

The Plan does not cover, and will not pay a benefit for any Disability:

- 1) unless You are under the Regular Care of a Physician;
- 2) that is caused or contributed to by war or act of war, whether declared or not;
- 3) caused by Your commission of or attempt to commit a felony;
- 4) caused by or contributed to by Your being engaged in an illegal occupation;
- 5) for which Workers' Compensation benefits are paid, or may be paid, if duly claimed;
- 6) caused or contributed to by cosmetic or elective procedure, unless reconstructive in nature due to Injury, Sickness, or congenital malformation. All cosmetic or elective procedures must meet the health plan definition of medically necessary except for organ donations;
- 7) for any Period of Disability during which You are incarcerated; or
- 8) sustained as a result of doing any work for pay or profit for another employer, including self-employment.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by the Employer; and
- 2) was terminated before the Effective Date of The Plan;

no benefits will be payable for the Disability under The Plan.

## GENERAL PROVISIONS

### **Claims Evaluator:** *What is the role of the Claims Evaluator?*

The Claims Evaluator is delegated the duties of the Employer to determine benefits payable according to the terms and conditions of The Plan.

The Claims Evaluator's responsibilities also include, but are not limited to:

- 1) deciding appeals of claims which were initially denied by the Claims Evaluator; and
- 2) making final determinations regarding eligibility for coverage.

The Claims Evaluator does not insure the Plan.

### **Employer Role:** *What is the role of the Employer in the Claims process?*

The Employer is responsible for making payment for benefits due according to the terms and conditions of The Plan.

### **Notice of Claim:** *When should the Claims Evaluator be notified of a claim?*

You, Your supervisor or Your Physician must give the Claims Evaluator notice of claim by calling the special claims telephone number provided to employees. Such notice must be given by the fifth day of an absence due to the same or a related Disability.

If notice cannot be given within that time, it must be given as soon as possible after that. A representative of the Claims Evaluator will assist the caller through the process, gathering the appropriate information from You, Your Physician, and the Employer.

### **Claim Forms:** *Are special forms required to file a claim?*

Proof of Loss is typically provided by telephone; however, if forms are required, they will be sent to You for providing Proof of Loss within 15 days after the Claims Evaluator receives a notice of claim. If the Claims Evaluator does not send the forms within 15 days, You may submit any other telephonic proof which fully describes the nature and extent of Your claim.



**Proof of Loss:** *What is Proof of Loss?*

Proof of Loss may include but is not limited to the following:

- 1) documentation of:
  - a) the date Your Disability began;
  - b) the cause of Your Disability;
  - c) the prognosis of Your Disability;
  - d) Your Pre-disability Earnings, Current Weekly Earnings or any income, including but not limited to copies of Your filed and signed federal and state tax returns; and
  - e) evidence that You are under the Regular Care of a Physician;
- 2) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- 3) the names and addresses of all:
  - a) Physicians or other qualified medical professionals You have consulted;
  - b) hospitals or other medical facilities in which You have been treated; and
  - c) pharmacies which have filled Your prescriptions; within the past three years;
- 4) Your signed authorization for the Claims Evaluator to obtain and release:
  - a) medical, employment and financial information; and
  - b) any other information the Claims Evaluator may reasonably require;
- 5) Your signed statement identifying all Other Income Benefits; and
- 6) proof that You and Your dependents have applied for all Other Income Benefits which are available.

You will not be required to claim any retirement benefits which You may only get on a reduced basis. All proof submitted must be satisfactory to the Claims Evaluator.

**Additional Proof of Loss:** *What additional proof of loss is the Claims Evaluator entitled to?*

To assist the Claims Evaluator in determining if You are Disabled, or to determine if You meet any other term or condition of The Plan, the Claims Evaluator has the right to require You to:

- 1) meet and interview with the Claims Evaluator; and
- 2) be examined by a Physician, vocational expert, functional expert, or other medical or vocational professional of the Claims Evaluator's choice.

Any such interview, meeting or examination will be:

- 1) at the Claims Evaluator's expense; and
- 2) as reasonably required by the Claims Evaluator.

Your Additional Proof of Loss must be satisfactory to the Claims Evaluator. Unless the Claims Evaluator determines You have a valid reason for refusal, the Claims Evaluator may deny, suspend or terminate Your benefits if You refuse to be examined or meet to be interviewed by the Claims Evaluator.

**Sending Proof of Loss:** *When must proof of Loss be given?*

Written Proof of Loss must be sent to the Claims Evaluator within 90 day(s) after the start of the period for which the Claims Evaluator is liable for payment. 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 possible; but
- 3) not later than 1 year after it is due, unless You are not legally competent.

The Claims Evaluator may request Proof of Loss throughout Your Disability. In such cases, the Claims Evaluator must receive the proof within 30 day(s) of the request.

**Claim Payment:** *When are benefit payments issued?*

When the Claims Evaluator determines that You:

- 1) are Disabled; and
- 2) eligible to receive benefits;

accrued benefits will be paid in accordance with the Employer's payment schedule. If any payment is due after a claim is terminated, it will be paid as soon as Proof of Loss satisfactory to the Claims Evaluator is received.

**Claims to be Paid:** *To whom will benefits for my claim be paid?*

All payments are payable to You. Any payments owed at Your death may be paid to Your estate. If any payment is owed to:

- 1) Your estate;
- 2) a person who is a minor; or
- 3) a person who is not legally competent;

then the Employer may pay up to \$5,000 to a person who is Related to You and who, at the Employer's sole discretion, is entitled to it. Any such payment shall fulfill the Employer's responsibility for the amount paid.

**Claim Denial:** *What notification will I receive if my 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 notification will:

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

**Claim Appeal:** *What recourse do I have if my claim is denied?*

On any claim, You or Your representative may appeal to the Claims Evaluator for a full and fair review. To do so You:

- 1) must request a review upon written application within:
  - a) 180 days of receipt of claim denial if the claim requires the Claims Evaluator to make a determination of Disability; or
  - b) 60 days of receipt of claim denial if the claim does not require the Claims Evaluator to make a determination of Disability; and
- 2) may request copies of all documents, records, and other information relevant to Your claim; and
- 3) may submit written comments, documents, records and other information relating to Your claim.

The Claims Evaluator will respond to You in writing with the final decision on the claim.

**Subrogation, Reimbursement and Recovery:** *What are The Plan's subrogation, reimbursement and recovery 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 Plan in compensation for lost wages;

If You do not initiate legal action for the recovery of such benefits from the Third Party in a reasonable period of time; The Plan will be subrogated to any rights You may have against the Third Party and may, at its option, bring legal action against the Third Party to recover any payments made by The Plan in connection with the Disability.

The Plan also reserves the right to reimbursement upon Your receipt of a settlement, judgment, or award. The Plan shall be reimbursed from the first monies recovered as the result of judgment, settlement or otherwise. This right includes The Plan's right to receive reimbursement from uninsured or underinsured motorist coverage and no-fault coverage.

By accepting benefits from The Plan, You automatically assign to it any rights You may have to recover benefits from any Third Party, including an insurer or another short term disability plan or program. This includes a right to recover from amounts You received from Workers' Compensation, whether by judgment or settlement or otherwise, where The Plan has paid benefits prior to a determination that the claim for lost wages arose out of and in the course of employment. In addition, by accepting Plan benefits, You acknowledge Your obligation to (1) help The Plan to recover benefits it has paid out on Your behalf, and (2) provide The Plan with information concerning any insurance, plan or program which may be obligated to pay benefits on Your behalf. You are required to cooperate fully in The Plan's exercise of its rights to subrogation, reimbursement and recovery and You cannot do anything to prejudice those rights. Such cooperation is required as a condition of receiving benefits under The Plan. The Plan may refuse to pay benefits, or cease to pay benefits, to You or on Your behalf if You fail to sign any document deemed by the Plan Administrator to be relevant to protecting the Plan's subrogation, reimbursement and recovery rights or You fail to provide relevant information when requested.

Whether You or The Plan makes a claim directly against any party for the benefit payments made to You or on your behalf by The Plan, The Plan has a lien on any amount You recover or could recover from the party whether by judgment, settlement, or otherwise, and whether or not designated as payment for lost wages. This lien shall remain in effect until The Plan and releases its lien. The lien may not be for an amount greater than the amount of benefits paid under The Plan.

The Plan Administrator has discretionary authority with regard to asserting The Plan's subrogation, reimbursement and recovery rights.

**Third Party** as used in this provision means any person or legal entity whose act or omission, in full or in part, causes You to suffer a Disability for which benefits are paid or payable under The Plan.

**Legal Actions:** *When can legal action be taken to recover benefits from The Plan?*

No action at law or in equity shall be brought to recover benefits from The Plan:

- 1) sooner than 90 days after all information with respect to a claim for benefits has been filed and the appeal process has been completed in accordance with the requirements of The Plan; or
- 2) more than 3 years from the date Proof of Loss is required to be furnished according to the terms of The Plan.

**Misstatements and Fraud:** *What happens in the event of misstatements and/or fraud?*

If material facts about You were not stated accurately, the true facts will be used to determine if, and for what amount, coverage should have been in force. If, for the purpose of obtaining or continuing to obtain benefits under The Plan, You or anyone acting on Your behalf makes, or causes to be made, a false statement or misrepresentation, conceals or withholds information, commits fraud against The Plan, or otherwise misleads The Plan, The Plan shall be entitled to recover its damages, including benefits paid and legal fees, from You or from any other person responsible for misleading or committing fraud against The Plan. The Plan will assert all legal and equitable rights against You and/or any other person responsible for misleading or committing fraud against The Plan and pursue all legal and equitable remedies The Plan has against You and/or any other person responsible for misleading or committing fraud against The Plan.

**Overpayment Recovery:** *What happens in the event of an overpayment?*

Whenever payments have been made from The Plan to You (or on Your behalf) in excess of the benefits to which You (or a person Related to You) are entitled under The Plan, including an overpayment due to (i) a false or misleading statement, misrepresentation, concealment or withholding of information, or fraud by You or anyone acting on Your behalf, (ii) a claims processing error, or (iii) Your receipt of Other Income Benefits (including retroactive awards received from sources listed in the Other Income Benefits definition), You, Your estate, a person Related to You, or any other person to whom benefits are paid on Your behalf will be required to reimburse The Plan in an amount equal to the excess payments. The Plan Sponsor or Claims Evaluator will determine the method by which the repayment is to be made. It may be possible to reduce or eliminate future payments instead of requiring repayment. Further, if the initial attempts to recover an overpayment are not successful, the overpayment amount will be withheld from Your wages or other compensation, to the extent permitted by applicable law. In addition, the Plan (or the Claims Evaluator or Plan Sponsor on behalf of The Plan), will have the right to recover the excess payments by an action at law or equity.

**Assignment and Transfer:** *May Plan benefits be assigned or transferred?*

No assignment of benefits shall be binding on The Plan. Except as otherwise provided herein, no person other than an Eligible Person is entitled to receive benefits under the Plan. Such right to benefits is not transferable.

**Incapacity and Lost Participants:** *What happens if a person entitled to a Plan benefit is incapacitated or lost?*

If, in the opinion of the Plan Administrator, an individual for whom a claim has been made is incapable of furnishing a valid receipt of payment due him/her under The Plan and, in the absence of written evidence to The Plan of the qualification of a guardian or personal representative for the individual's estate, the Plan Administrator may, on behalf of The Plan, in its sole discretion, make any and all such payments to the person providing for the care and support of such individual. Any payment so made will constitute a complete discharge of The Plan's obligation to the extent of such payment. Any benefit payable hereunder shall be deemed forfeited if the Plan Administrator is unable to locate an individual to whom payment is due, provided, however, that such benefit shall be reinstated if a claim is made by the individual for the forfeited benefit within one (1) year.

**Plan Interpretation:** *Who interprets the terms and conditions of The Plan?*

The Employer has full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of The Plan.

## DEFINITIONS

**Actively at Work** means at work with Your Employer on a day that is one of Your Employer's scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your Occupation:

- 1) in the usual way; and
- 2) for Your usual number of hours.

You will be considered Actively at Work on a day that is not a scheduled work day only if You were Actively at Work on the preceding scheduled work day.

**Active Employee** means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours shown in the Schedule of Benefits.

**Claims Evaluator** means Hartford Comprehensive Employee Benefit Service Company (HARTFORD LIFE AND ACCIDENT).

**Current Weekly Earnings** means Weekly earnings You receive from:

- 1) Your Employer; and
- 2) other employment;

while You are Disabled and eligible for the Disabled and Working Benefit.

**Disabled and Working** means that You are prevented by:

- 1) Injury;
- 2) Sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy

from performing some, but not all of the Essential Duties of Your Occupation, are working on a part-time or limited duty basis, and as a result, Your Current Weekly Earnings are 20% or more of, but are less than or equal to 80% of Your Pre-disability Earnings.

**Disability or Disabled** means Total Disability or Disabled and Working Disability.

**Employer** means the Plan Sponsor and each of its related and affiliated entities that have adopted The Plan.

**Essential Duty** means a duty that:

- 1) is substantial, not incidental;
- 2) is fundamental or inherent to the occupation; and
- 3) cannot be reasonably omitted or changed.

Your ability to work the number of hours in Your regularly scheduled workweek is an Essential Duty.

**Injury** means bodily injury resulting:

- 1) directly from accident; and
- 2) independently of all other causes;

which occurs while You are covered under The Plan. However, an Injury will be considered a Sickness if Your Disability begins more than 30 days after the date of the accident.

**Mental Illness** means a mental disorder as listed in the current version of the Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association. A Mental Illness may be caused by biological factors or result in physical symptoms or manifestations.

For the purpose of The Plan, Mental Illness does not include the following mental disorders outlined in the Diagnostic and Statistical Manual of Mental Disorders:

- 1) Mental Retardation;
- 2) Pervasive Developmental Disorders;
- 3) Motor Skills Disorder;
- 4) Substance-Related Disorders;
- 5) Delirium, Dementia, and Amnesic and Other Cognitive Disorders; or
- 6) Narcolepsy and Sleep Disorders related to a General Medical Condition.

**Other Income Benefits** means the amount of any benefit for loss of income, provided to You or Your family, as a result of the Period of Disability for which You are claiming benefits under The Plan. This includes any such benefits for which You or Your family are eligible or that are paid to You, or Your family or to a third party on Your behalf, pursuant to any:

- 1) temporary, permanent disability, or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;
- 2) governmental law or program that provides disability or unemployment benefits as a result of Your job with Your Employer;
- 3) plan or arrangement of coverage, whether insured or not, which is received from Your Employer as a result of employment by or association with Your Employer or which is the result of membership in or association with any group, association, union or other organization;
- 4) individual insurance policy where the premium is wholly or partially paid by Your Employer;
- 5) mandatory "no fault" auto insurance plan;

- 6) disability benefits under:
  - a) the United States Social Security Act or alternative plan offered by a state or municipal government;
  - b) the Railroad Retirement Act;
  - c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; or
  - d) similar plan or act;
 that You, Your spouse and/or children are eligible to receive because of Your Disability; or
- 7) disability benefit from the Department of Veterans Affairs, or any other foreign or domestic governmental agency:
  - a) that begins after You become Disabled; or
  - b) that You were receiving before becoming Disabled, but only as to the amount of any increase in the benefit attributed to Your Disability.

Other Income Benefits also means any payments that are made to You or Your family, or to a third party on Your behalf, pursuant to any:

- 1) temporary, permanent disability or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;
- 2) portion of a settlement or judgment, minus associated costs, of a lawsuit that represents or compensates for Your loss of earnings; or
- 3) retirement benefits under:
  - a) the United States Social Security Act or alternative plan offered by a state or municipal government;
  - b) the Railroad Retirement Act;
  - c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; or
  - d) similar plan or act;
 that You, Your spouse and/or children receive because of Your retirement, unless You were receiving them prior to becoming Disabled.

All offsets are dollar for dollar offsets and if other income exceeds the amount eligible for under STD, no benefits will be payable.

**Physician** means a person who is:

- 1) a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that the Claims Evaluator recognize or are required by law to recognize;
- 2) licensed to practice in the jurisdiction where care is being given;
- 3) practicing within the scope of that license; and
- 4) not Related to You by blood or marriage.

With respect to employees who receive productivity pay, as determined by your Employer:

**Pre-disability Earnings** means Your regular weekly rate of pay, including productivity pay in effect on the last day You were Actively at Work before you became Disabled, but not including bonuses, commissions, shift differential, incentive pay, overtime pay, or any other fringe benefits or extra compensation in effect on the last day You were Actively at Work before You became Disabled. Productivity pay is calculated by Your Employer.

Your regularly weekly rate of pay is based on budgeted hours and not actual hours worked.

With respect to all other employees:

**Pre-disability Earnings** means Your regular weekly rate of pay, not counting bonuses, commissions and tips and tokens, overtime pay or any other fringe benefits or extra compensation in effect on the last day You were Actively at Work before You became Disabled.

Your regularly weekly rate of pay is based on budgeted hours and not actual hours worked.

**Prior Plan** means the short term disability plan maintained by the Employer on the day before the Plan Effective Date.

**Regular Care of a Physician** means that You are being treated by a Physician:

- 1) whose medical training and clinical experience are suitable to treat Your disabling condition; and
- 2) whose treatment is:
  - a) consistent with the diagnosis of the disabling condition;
  - b) according to guidelines established by medical, research, and rehabilitative organizations; and
  - c) administered as often as needed;

to achieve the maximum medical improvement.

**Related** means Your spouse or other adult living with You, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, or grandchild.

**Sickness** means a Disability which is:

- 1) caused or contributed to by:
  - a) any condition, illness, disease or disorder of the body;
  - b) any infection, except a pus-forming infection of an accidental cut or wound or bacterial infection resulting from an accidental ingestion of a contaminated substance;
  - c) hernia of any type unless it is the immediate result of an accidental Injury covered by The Plan; or
  - d) pregnancy;
- 2) caused or contributed to by any medical or surgical treatment for a condition shown in item 1) above.

**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.

**The Plan** means the Plan which the Claims Evaluator issued to the Contractholder under the Plan number in the Schedule of Benefits.

**Total Disability or Totally Disabled** means that You are prevented by:

- 1) 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 Earnings.

**Your Occupation** means Your Occupation as it is recognized in the general workplace. Your Occupation does not mean the specific job You are performing for a specific employer or at a specific location.

**You or Your** means the person to whom this Plan is issued.