

**Southeast Missouri State University
Short Term Disability
Summary Plan Description**

Short Term Disability Procedures

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Schedule of Short Term Disability Benefits

Maximum Weekly Benefit: 60% of current weekly earnings.

Elimination Period: Benefits begin on:

- day [31] of Disability due to Injury
- day [31] of Disability due to Illness

Maximum Benefit Period: 22 weeks

Short Term Disability coverage is non-occupational. This means there is no coverage for any Injury or Illness that was caused by or aggravated by any employment for pay or profit.

Definitions

Accident or Accidental means accidental bodily Injury which is sustained independently of disease, Illness, or bodily infirmity.

Actively at Work means that You are performing the normal duties of Your Own Occupation, and working Your normal hours. You must be working at least the minimum number of required hours for the University on a permanent full-time or part-time greater than 50% FTE basis and must be paid regular earnings.

Your work site must be:

- at the University's usual place of business; or
- at a location to which the University's business requires You to travel.

You are not considered Actively at Work when You are off work or lose time due to Illness, Injury, Leave of Absence, strike or layoff. Paid days off will count as active work days if You were fully capable of performing normal duties of Your Own Occupation during the paid days off, provided that You were Actively at Work on the last working day prior to the paid days off.

Annual Earnings means Your annual base salary from the University in effect immediately prior to Your date of disability. Stipends, overloads, overtime pay, and extra compensation will be excluded when determining Your salary. Annual earnings will be determined according to The University's records.

Claimant means a person who has filed a claim for benefits.

Disabled and **Disability** are defined in the Coverage Provisions section.

Disability Work Earnings mean for Short Term Disability benefits, weekly earnings which You receive while You are Disabled and working.

Eligible Employee means You meet all of the following:

- You are a regular full-time employee of the University, working for pay on a scheduled normal work week of at least 20 hours required per week to meet the definition of Eligible Employee, *and*
- You perform that work at the University's usual place of business, except for duties of a kind that must be done elsewhere, *and*
- You are in a benefit eligible position; *and*
- You are a legal citizen or legal resident of the United States or Canada.

Temporary, seasonal, or contract employees are not included as Eligible Employees under the Plan.

Eligibility Waiting Period means the continuous length of time that You must serve in an eligible Class to reach Your eligibility date and begin Your coverage. The number of days for Your Eligibility Waiting Period is determined by the University.

Elimination Period means the period of continuous Disability which must be satisfied before You are eligible to receive benefits under the Policy. The Elimination Period is shown in the Schedule of Benefits of this plan and begins on the first day that You meet the Definition of Disability.

If Your Disability stops for any period during the Elimination Period the Plan Administrator will not consider Your Disability to be continuous.

Full-Time Basis means the ability to work and earn more than 80% of Your Weekly Earnings. Ability is based on capacity and not market availability.

Gross Weekly Benefit means Your gross Short Term Disability Benefit as calculated from the Schedule of Benefits, prior to any reductions for Deductible Sources of Income.

Hospital or Medical Facility means a facility accredited by JCAHO (Joint Commission on Accreditation of Health Care Organizations) duly licensed by the state to provide medical evaluation and treatment of patients under the direction of an active staff of licensed physicians.

Hospitalization means being an in-patient 24 hours a day.

Illness means a sickness or disease and will include pregnancy. Disability resulting from the sickness or disease must begin while You are covered by the Plan

Independent Medical Exam means an examination by a Physician of the appropriate specialty for Your condition at the University's expense. Such examination, scheduled by Us, may be used for the purpose of determining eligibility for coverage or benefits, including eligibility under Additional Benefits or Additional Provisions, if any, associated with the Plan.

Injury means bodily injury resulting directly from an Accident and independent of all other causes, and which produces at the time of the Accident, objective symptoms. The Injury must occur and Disability must begin while You are insured under the Plan. An Injury that occurs before You are covered under the Plan will be treated as an Illness for any subsequent claims.

Any Disability which begins more than 7 days after an Injury will be considered an Illness for the purpose of determining Short Term Disability benefits.

Leave of Absence means an arrangement where You and the University agree that You will not be Actively at Work for a specific period of time and You are expected to be Actively at Work at the end of that period. If You become Disabled while on a

Leave of Absence, Benefit Payments will be based upon Earnings as last reported and premiums paid to Us immediately prior to the beginning of the Leave of Absence. Refer to *When Your Coverage Ends* to determine how long Your coverage can be continued during a Leave of Absence.

Material and Substantial Duties means duties that:

- are normally required for the performance of Your Own Occupation or any occupation; *and*
- cannot be reasonably omitted or modified except that The Plan Administrator will consider You able to perform the Material and Substantial duties if You are working or have the capability to work your normal scheduled work hours.

Motorized Vehicle means any self-propelled vehicle or conveyance, including but not limited to automobiles, trucks, motorcycles, ATV's, snow mobiles; tractors, golf carts, motorized scooters, lawn mowers, heavy equipment used for excavating, boats, and personal watercraft. Motorized Vehicle does not include a medically necessary motorized wheelchair.

Own Occupation means the occupation that You regularly performed and for which You were covered under the Plan immediately prior to the date Your Disability began. The occupation will be considered as it is generally performed in the national economy, and is not limited to the specific position You held with the University.

Part-Time Basis means the ability to work and earn between 50% and 99% of Your Weekly Earnings.

Physician means:

- a person licensed to practice medicine in the jurisdiction where such services are performed; or
- any other person whose services must be treated as a Physician's for the purposes of the Plan according to applicable law. Each such person must be licensed in the jurisdiction where he or she performs the service and must act within the scope of that license. He or she must also be certified and/or registered if required by such jurisdiction.

Physician does not include:

- You
- Your Spouse
- Anyone employed by the University, or any business partner of You or the University.
- Any member of Your immediate family, including Your and/or Your Spouse's:
 - Parents;

- Children (natural, step, or adopted);
- Siblings;
- Grandparents;
- Grandchildren;
- In-Laws.

Proof means evidence satisfactory to the Plan Administrator that the terms and provisions of the Plan have been met. Proof may include but is not limited to: questionnaires, physical exams, or Written documentation and records as required by the Plan Administrator. Proof must be received by the Plan Administrator at their Administrative Office. All Proof must be given at Your expense (or that of Your representative or beneficiary), unless otherwise specifically provided by the terms of the Plan. If any additional Proof is reasonably required by the Plan Administrator, You may be required to give Us authorization to obtain such additional Proof. The following are some specific types of Proof referenced under the Plan:

Proof of Claim or **Proof of Disability** means evidence satisfactory to the Plan Administrator that a person has satisfied the conditions and requirements for a benefit under the Plan. The Proof must establish:

- the nature and extent of the loss or condition; *and*
- Our obligation to pay the claim under the Plan; *and*
- the Claimant's right to receive payment.

Recurrent Disability means a Disability which is related or due to the same cause(s) as a prior Disability for which a benefit was payable.

Regular Care means:

- You are under the continuing care of and personally visit a Physician as frequently as is medically required according to standard medical practice, to effectively diagnose, manage and treat Your disabling condition(s); *and*
- You are receiving appropriate treatment and care of Your disabling condition(s) which conforms with standard medical practice by a Physician whose specialty and clinical experience is appropriate for Your disabling condition(s) according to standard medical practice.

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.

Short Term Disability Benefits are the weekly benefits provided under the terms of the Plan.

Sign or Signed means use of any symbol or method executed or adopted by a person with the present intention to authenticate a record. Such authentication may be executed and/or transmitted by paper or electronic media, provided it is acceptable to Us and consistent with applicable law.

Weekly Benefit Payment means the amount of income replacement payable to You while You are Disabled, subject to the terms of the Plan and after any amounts shown in the Deductible Sources of Income section of the Plan and any Disability Work Earnings have been subtracted.

Weekly Earnings means Your Annual Earnings divided by 52.

Written or Writing means a record which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

You and Your mean an Eligible Employee.

Other terms are defined elsewhere under the Plan.

When Coverage Begins and Ends

This section tells how You may become covered.

Obtaining Coverage

To obtain coverage under the plan, You must be an Eligible Employee and be Actively at Work.

Effective Date of Coverage

Once You have become eligible for coverage, this section tells when Your coverage will begin.

Except as explained in this section, Your coverage will begin on the first day of the Plan month coinciding with or next following the date You become eligible for such coverage.

Delayed Effective Date of Your Coverage

If You are not Actively at Work on the date Your insurance would otherwise begin, Your coverage begins on the date You are again Actively at Work.

Changes in Your Coverage

Change in Weekly Earnings

The amount of Your coverage may change the amount of Your Annual Earnings.

If the change would *increase* Your amount of coverage, the increase takes effect on the first day You are Actively at Work following the change occurs.

If the change would *decrease* the amount of coverage, the decrease takes effect on the date of the change.

When Coverage Ends

Your coverage will end on the first to occur of the following dates:

1. The date the Plan is canceled; *or*
2. The date on which You cease to be in a benefit eligible position under the Plan; *or*
3. The date Your employment terminates. For the purpose of this provision, employment terminates when You are no longer Actively at Work, unless due to Disability; *or*

4. Preceding the date of Your death; *or*
5. The date Your Weekly Benefit Payments end, if You are not again Actively at Work the following day; *or*
6. The date You cease to be an Eligible Employee as defined in the Definitions of the Plan; *or*
7. You request, in Writing, for Your coverage to be terminated; *or*
8. The date You cease to be Actively at Work. However, the University may continue Your coverage unless it ends due to any of the above reasons during the following periods:
 - a) until the end of the third month following the month You cease to be Actively at Work due to a temporary layoff; *or*
 - b) until the end of the third month following the month You cease to be Actively at Work due to a Leave of Absence or due to Your being called to active duty as a reservist with the U.S. Armed Forces Reserve; *or*
 - c) during an absence from work due to a Leave of Absence that is in compliance with the Family Medical Leave Act of 1993 ("FMLA") or applicable state, family and medical leave law; *or*.
 - d) during the longest of the periods in above items (a), (b), and (c), if You cease to be Actively at Work due to Your being called to active duty as a reservist with the U.S. Armed Forces.

Any Leave of Absence must have been authorized in writing by the University.

If coverage is continued in accordance with the Leave of Absence provisions above, such continued coverage will cease immediately if the leave terminates prior to the agreed upon date.

During the period that You are Disabled, Your Weekly Benefit Payments *will not* be affected by:

- termination or cancellation of the University's plan; *or*
- termination of Your coverage; *or*
- termination of Your employment; *or*
- any amendment to the Plan that becomes effective after the date You are Disabled.

Coverage Provisions

Description of the Coverage

The pages of this section specify when Plan benefits will be paid. Conditions governing whether, and how much benefit is paid are also discussed in this section.

To receive Plan benefits, You must be covered under the terms of the Plan, and as described in the *When Coverage Begins and Ends* section. Then, Your amounts of coverage are as shown in the Schedule of Benefits, subject to the terms of the Plan.

Definition of Disability and Disabled for Short Term Disability

Disabled and Disability mean during the Elimination Period and thereafter because of Your Injury or Illness, *all* of the following are true:

- You are unable to do the Material and Substantial Duties of Your Own Occupation; *and*
- You are receiving Regular Care from a Physician for that Injury or Illness; *and*
- Your Disability Work Earnings, if any, are less than or equal to 80% of Your Weekly Earnings.

Your Disability must start while You are insured under the Plan.

Your loss of earnings must be a direct result of Your Injury or Illness. You will not be considered Disabled from an occupation solely due to:

- Loss, suspension, restriction or failure to maintain a professional license, occupational license, permit or certification; *or*
- Loss of earnings due to economic factors such as, but not limited to, recession, job elimination, job restructuring, temporary layoffs, pay cuts and job-sharing; *or*
- The University's work schedule that is inconsistent with the normal work schedule of Your Own Occupation; *or*
- Your relationship with the University or other employees of the University; *or*
- Failure or inability of the University to maintain the workplace in a manner consistent with the normal physical environment of Your Own Occupation; *or*
- Your inability to work more than 40 hours per week in the occupation, even if You were regularly required to work more than 40 hours per week prior to Your Injury or Illness.

Short Term Disability Coverage Benefits

Short Term Disability benefits will be payable for a period of Disability in accordance with the terms of the Plan, if:

- The Disability starts while You are covered under the Plan; *and*
- The Disability continues during and past the Elimination Period; *and*
- The Plan Administrator receives Proof of Your Disability.

The Short Term Disability Benefit and the Maximum Benefit Period are shown in the Schedule of Benefits. The Short Term Disability Benefit may be reduced in accordance with the provisions of the Deductible Sources of Income section of the Plan. The Short Term Disability Benefit will not:

- exceed Your amount of coverage; *or*
- be paid for longer than the Maximum Benefit Period.

You will begin to receive payments when your claim has been approved by the Plan administrator, provided the Elimination Period has been met. The Plan administrator will send You a payment each week for Short Term Disability benefits for any period for which the Plan Administrator is liable.

Calculating Your Short Term Disability Benefit

Your Weekly Benefit Payment will be calculated as follows:

1. Multiply Your Weekly Earnings by the Benefit Percentage shown in the Schedule of Benefits.
2. Take the lesser of the amount from **Step 1** above and the Maximum Weekly Benefit shown in the Schedule of Benefits.
3. Subtract from **Step 2** above any amounts shown in the Deductible Sources of Income section.

The amount calculated in **Step 3** is Your Weekly Benefit Payment.

Recurrent Disability Provision for Short Term Disability

If You have a Recurrent Disability, and after Your prior Disability ended, You return to work for the University for 14 days or less, The Plan Administrator will treat Your Disability as part of Your prior claim and You do not have to complete another Elimination Period.

Your Weekly Benefit Payment will be based on Your Weekly Earnings as of the date of Your initial claim.

Your Disability, as outlined above, will be subject to the same terms and conditions of the Plan as Your prior claim.

Your Disability will be treated as a new claim if Your current Disability:

- is unrelated to Your prior Disability; *or*
- after Your prior Disability ended, You returned to work for the University for more than 14 consecutive days.

The new claim will be subject to all of the provisions of the Plan and You will be required to satisfy a new Elimination Period.

If the Plan terminates You will not be eligible for benefits under this provision, unless You became Disabled due to the Recurrent Disability prior to the Plan termination.

Period of Disability extended by a new condition

If a period of Disability is extended by a new condition while You are receiving Weekly Benefit Payments, then the extension of the period of Disability will be treated as a part of the same continuous period of Disability, subject to the same Maximum Benefit Period. All other requirements, limitations and exclusions of the Plan will apply to the new condition as well as to the original cause of Disability.

When Short Term Disability Benefits End

Weekly Benefits Payments end on the first to occur of the following dates:

1. You are no longer Disabled under the terms of the Plan; *or*
2. You are no longer receiving, accepting or following Regular Care from a Physician; *or*
3. The Maximum Benefit Period from the Schedule of Benefits ends; *or*
4. The period specified in the Short Term Disability Limitations provision of the Plan ends, if that section applies; *or*
5. Preceding the date of Your death; *or*
6. The Plan Administrator asks You for Proof that You are still Disabled, if the Plan Administrator does not receive Proof of Disability within 31 days of their request; *or*
7. The Plan Administrator asks You for details about Your Deductible Sources of Income, including Your tax returns, if You do not give the Plan Administrator details within 31 days of Our request; *or*

8. The Plan Administrator asks You to be examined by:
 - a Physician; *or*
 - health care professional

If You do not reasonably cooperate with the examiner or if You unreasonably decline to be examined; *or*

9. Your Disability Work Earnings exceed the amount allowable under the Plan; *or*
10. You cease to reside in the United States or Canada. If You are outside the United States or Canada for a total period of 6 months or more during any 12 consecutive months of Weekly Benefit Payments, You will be considered to have ceased to reside in the United States or Canada.; *or*
11. You are confined to a penal or correctional institution; *or*
12. With respect to a Mental Illness, that You are not under the continuing Regular Care of a Physician specializing in psychiatric care; *or*
13. With respect to Alcoholism and Drug Addiction, that You are not being actively supervised by and receiving continuing treatment from a rehabilitation center or a designated institution approved for such treatment by an appropriate body in the governing jurisdiction, or, if none, by Us; *or*
14. You or Your Physician fail to submit any medical or psychiatric information requested by Us; *or*

If it is determined that You have applied for benefits under fraudulent circumstances, benefit payments will cease and the appropriate fraud defense action will be taken.

DEDUCTIBLE SOURCES OF INCOME

Deductible Sources of Income must be payable as a result of the same disability for which the Plan Administrator pays a benefit. The Plan Administrator will require You to apply for any of the Deductible Sources of Income for which You may be eligible. You may be required to sign a reimbursement agreement stating that if You receive any payments for Deductible Sources of Income, You will reimburse Us for any overpayment of benefits. You must immediately disclose to Us the amount of any retroactive payment You may receive from any of the Deductible Sources of Income.

The following are Deductible Sources of Income:

1. The amount that You receive, or are eligible to receive, under:
 - a workers' compensation law; *or*
 - an occupational disease law; *or*
 - any other Act or Law with similar intent.

2. The amount that You receive, or are eligible to receive, as disability income payments under any:
 - state compulsory benefit Act or Law; *or*
 - governmental retirement system as a result of Your employment with the University; *or*
 - Veteran's Administration or any other foreign or domestic governmental agency; *or*
 - automobile liability insurance Plan; *or*
 - other group insurance plan; *or*
 - any plan or arrangement of disability coverage, whether insured or not, resulting from Your employment by or association with the University or any employer, or resulting from Your membership in or association with any group, association, union or other organization.

4. The amount You receive as a result of any action brought under Title 46, United States Code Section 688 (The Jones Act).

5. The amount You receive from a third party (after subtracting attorney's fees) by judgment, settlement or otherwise.

6. The amount You receive under the mandatory portion of any "no fault" motor vehicle plan.

7. The amount You receive under any salary continuation or accumulated sick leave plans.

8. Commissions, severance allowance, sick pay or any similar employer sponsored paid time off plan where You receive income from the employer, vacation pay or any salary continuation plan. Any earnings from any work or employment may be used to reduce Your Weekly Benefit Payment unless otherwise specified by the terms of the Plan.
9. Any amounts from partnership, proprietorship draws, or similar draws.

Lump Sum Payments

If You receive a lump sum payment of a Deductible Source of Income, The Plan Administrator will deduct the lump sum from Your Weekly Benefit Payment by pro-rating the lump sum on a weekly basis over the time period for which the lump sum was given. If no time period is stated, the lump sum will be pro-rated based on the lesser of the Maximum Benefit Period or Your expected lifetime as determined by Us.

NON-DEDUCTIBLE SOURCES OF INCOME

The Plan Administrator will not subtract from Your Weekly Benefit Payment any income You receive from the following:

1. 401(k) plans;
2. profit sharing plans;
3. thrift plans;
4. tax sheltered annuities;
5. stock ownership plans;
6. credit disability insurance;
7. non-qualified plans of deferred compensation;
8. pension plans for partners;
9. military pension and disability income plans;
10. individual disability plans paid by the Employee;
11. a retirement plan from another plan sponsor;
12. individual retirement accounts (IRA)

If salary continuation or accumulated sick leave plan payments plus the Weekly Benefit Payment and Your Disability Work Earnings exceed 100% of Your Weekly Earnings, The Plan Administrator will subtract the amount in excess of 100% from Your Weekly Benefit Payment.

If You May Qualify for Deductible Income Benefits

When the Plan Administrator determines that You may qualify for benefits under items 1, 2 and 3a in the Deductible Sources of Income section, The Plan Administrator will estimate Your entitlement to these benefits. The Plan Administrator can reduce Your payment by the estimated amounts if such benefits:

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

Social Security Benefits

You must apply for benefits under the Federal Social Security Act if there is a reasonable basis for application. To apply for Social Security benefits means to pursue such benefits until You receive approval from the Social Security Administration, or a notice of denial of benefits from an administrative law judge.

The Plan Administrator may require You to:

- Send the Plan Administrator Proof that You have applied for Social Security Benefits; *and*
- Sign a reimbursement agreement in which You agree to repay the University for any overpayments the Plan Administrator may make to You under the Plan; *and*

- Sign a release that authorizes the Social Security Administration to provide information directly to the Plan Administrator regarding Your Social Security benefits eligibility.

When You receive approval or final denial for Your claim for Social Security benefits as described above, You must notify Us immediately. The Plan Administrator will adjust the amount of Your Weekly Benefit Payment. You must promptly repay the Plan Administrator for any overpayment.

Recovery of Overpayment

The Plan Administrator has the right to recover any amount that the Plan Administrator determines to be an overpayment. This includes any prior or current overpayment from any past, current or new payable claim under the Plan. An overpayment occurs if the Plan Administrator determines that:

- The total amount paid by the Plan Administrator on Your claim is more than the total amount then due to You under the Plan; *or*
- Payment made by the Plan Administrator should have been made under another plan.

If such overpayment occurs, You have an obligation to reimburse the Plan Administrator in full within 60 days of the Plan Administrator's Written notice to You.

If the Plan Administrator does not receive reimbursement in full within 60 days, the Plan Administrator may, at their sole discretion, use any available legal means to collect the overpayment, including but not limited to one or both of the following:

- Taking legal action;
- Stopping or reducing any future payments under the Plan, including the Minimum Weekly Benefit or any Additional Benefit or Additional Provision benefits, which might otherwise be payable to You or any other Claimant or payee.

You must immediately disclose to the Plan Administrator the amount of any retroactive payment You may receive from any of the Deductible Sources of Income. The Plan Administrator will have the right to obtain any information they may require relating to Your eligibility, application or receipt of Deductible Sources of Income. You must provide the Plan Administrator with Your Signed authorization to obtain such information upon their request.

Adjustment for Underpayment

If the Plan Administrator determines that You have been paid less than You are entitled to under the Plan, the Plan Administrator will pay You the difference in one lump sum.

Proration

Any Short Term Disability Benefit payable for less than a week will be prorated based on a 7 day week. The prorated amount may be less than the Minimum Weekly Benefit.

Awards of Damages and Right of Reimbursement

You will be required to reimburse the University for any benefits The Plan Administrator will pay to You if *both* of the following conditions are met:

1. Benefits are paid or payable under the Plan; *and*
2. You recover damages whether by action at law, settlement, or compromise from any person, organization, or legal entity that is or may be liable for any Illness, Injury, or other event giving rise directly or indirectly, to the Disability for which benefits are payable.

The term damages will include all lump sum or periodic payments however designated You receive under paragraph number 2 above. The provisions of this section shall apply whether or not the person, organization, or legal entity admits liability.

If You receive damages in one or more lump sum payments instead of in weekly payments, the amount You must reimburse to the University based on the amount of the award pro-rated over the period benefits have been or will be paid. You must provide satisfactory Proof of the award to the University, or the Plan Administrator will reasonably estimate the amount to be reimbursed. Our rights shall be to the first reimbursement out of all funds You, Your parents if You are a minor, or Your legal representative, is or was able to obtain under the conditions outlined above.

Your lawyer may represent Our rights of reimbursement. However, the Plan Administrator reserves the right to:

- Appoint another lawyer to act on Our behalf; *and*
- Commence an action to pursue Our rights of reimbursement directly against a third party.

As an Employee covered by this Plan, You must:

- Agree to fully co-operate with the Plan Administrator in pursuing Our claim against the third party, including but not limited to the furnishing of any information, documents, or other assistance The Plan Administrator may reasonably require; *and*
- Agree to notify the Plan Administrator of any action You have or bring against any third party.

Exclusions

The following exclusions apply to any and all benefits under the Plan, including any Additional Benefits or Additional Provisions unless otherwise specifically referenced.

The Plan does not cover any disabilities or loss caused by, resulting from, or related to any of the following:

1. War or an act of war, declared or undeclared, whether civil or international;
2. Service in the armed forces, military reserves or National Guard of any country or international authority, or in a civilian unit serving with such forces;
3. Active participation in a riot or civil commotion;
4. Participating in, committing or attempting to commit a felony, or any type of assault or battery, or engaging in an unlawful act or illegal occupation. This exclusion applies even if You plead to a lesser charge or no contest;
5. Loss of professional license, occupational license or certification;
6. Any Illness or Injury caused by or during employment for wage or profit, if You are eligible for coverage under Workers' Compensation insurance as allowed by the University's state of domicile.

In addition, the Plan will not pay a benefit for any period for which any of the following applies:

1. You are no longer receiving, accepting or following Regular Care from a Physician, except for a period wherein the Physician certifies that treatment is not warranted;
2. With respect to a mental disorder, any period during which You are not under the continuing Regular Care of a Psychiatrist specializing in psychiatric care. With respect to Alcoholism and Drug Addiction, any period during which You are not being actively supervised by and receiving continuing treatment from a rehabilitation center or a designated institution approved for such treatment by an appropriate body in the governing jurisdiction, or, if none, by the Plan Administrator.
3. You have applied for benefits under fraudulent circumstances and these circumstances resulted in a conviction of fraud.
4. You unreasonably fail to submit to an Independent Medical Exam requested by the Plan Administrator.
5. You are confined to a penal or correctional institution.
6. You or Your Physician fail to provide any medical or any psychiatric records which the Plan Administrator reasonably request.
7. Any period that any other requirement or condition of the Plan is not met, including but not limited to those listed in the *When Disability Benefits End* section.

General Provisions

Assignment

You cannot assign Your rights or benefits under the Plan.

Currency

All payments will be made in United States dollars.

Misrepresentation

Any statement You make in an application to become covered is a representation and not a warranty. No representation made by You in an application to become covered will be used to reduce or deny Your claim or contest the validity of Your coverage unless:

- Your coverage would not have been approved except for Your misrepresentation; *and*
- Your misrepresentation is contained in a Written instrument Signed by You; *and*
- The Plan Administrator give You or Your representative a copy of the Written instrument that contains Your misrepresentation.

Incontestability

The Plan Administrator will not use misrepresentations made by You in a Written application to contest the validity of the coverage with respect to which such statement was made, after such coverage has been in force prior to the contest for a period of two years during the Your lifetime, unless the misrepresentations are fraudulent. This section does not prevent the University from using at any time a defense based on:

- any other provision of the Plan; *or*
- any other defense that is allowed by law.

Misstatement of Age or Other Fact

If Your age or any other fact was misstated, the Plan Administrator will use the correct facts to determine whether You are insured and if so, for what amount and duration.

