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# **YOUR GROUP SHORT-TERM DISABILITY BENEFITS**

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**FOR EMPLOYEES OF:**

**Avila University**

**CLASS(ES):**

All Eligible Employees

**REVISION EFFECTIVE DATE:**

January 1, 2023

**PUBLICATION DATE:**

October 7, 2022

## **NOTICE(S)**

**THIS BOOKLET DESCRIBES THE BENEFITS THAT ARE AVAILABLE TO YOU. PLEASE READ YOUR BOOKLET CAREFULLY.**

Group Number: G000BTLY

This Booklet describes Your employer's Employee Benefits Plan. Short-Term Disability Benefits are administered in accord with Your employer's self-funded Plan of Benefits. Claims are paid in accord with an Administrative Services Agreement between United of Omaha and Your employer.

If You have any questions about or concerns with this coverage, please first contact Your employer or Your benefits administrator. If, after doing so, You still have a question or concern, You may contact United of Omaha at:

**United of Omaha Life Insurance Company**

**Mutual of Omaha Plaza**

**Omaha, Nebraska 68175**

**Call Toll-Free: 1-800-877-5176**

**[www.mutualofomaha.com](http://www.mutualofomaha.com)**

When contacting United of Omaha, please have Your Booklet number available.

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ADDITIONAL SUMMARY PLAN DESCRIPTION INFORMATION

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# **SELF-FUNDED BOOKLET OF COVERAGE**

## **UNITED OF OMAHA LIFE INSURANCE COMPANY**

Home Office:  
Mutual of Omaha Plaza  
Omaha, Nebraska 68175

Short-Term Disability Benefits are self-funded by Avila University. Claims are administered in accord with the Administrative Services Agreement GUSI-BTLY between United of Omaha and by Avila University, herein referred to as Our, We or Us.

Coverage is provided for Our Employees subject to the terms and conditions of this Booklet.

Please read this Booklet carefully. The benefits described in this Booklet are effective only if You are eligible for the coverage, become covered and remain covered as described in this Booklet and according to the terms and conditions of the Plan.

If the provisions of this Booklet and those of the Plan do not agree, the provisions of the Booklet will apply.

This Booklet replaces any booklet previously issued under the Plan.

## SCHEDULE

This Schedule describes some of the terms and conditions of the Plan including, but not limited to, the maximum amounts of benefits payable under the Plan, exclusions, and limitations. For a complete description of the terms and conditions of the Plan, refer to the appropriate section of this Booklet.

A person is not necessarily entitled to coverage under the Plan because he or she received this Schedule. A person is only entitled to coverage if he or she is eligible in accordance with the terms of this Booklet. Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of the Plan.

### PLAN INFORMATION

Group Name:	Avila University
Plan Effective Date:	January 1, 2021
Plan Anniversary:	January 1
Plan Number:	GUSI-BTLY
Group Number:	G000BTLY
Classification:	All Eligible Employees
Minimum Work Hours Required:	32 hours per week
Eligibility Present Waiting Period:	None
Eligibility Future Waiting Period:	None
When Coverage Begins:	the first day of the month that coincides with or follows the day the Employee becomes eligible. Additional eligibility conditions apply as described in the Booklet.
Elimination Period:	
Injury:	30 calendar days
Sickness:	30 calendar days

### BENEFITS

Weekly Benefit Percentage:	60%
Maximum Weekly Benefit:	\$1,000
Maximum Benefit Period:	9 weeks
Vocational Rehabilitation Benefit:	Voluntary 10%

## DEFINITIONS

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

*Basic Weekly Earnings* for salaried Employees means Your gross annual salary from Us in effect on the day immediately prior to the date on which Your Disability began, divided by 52.

Basic weekly earnings for hourly Employees means Your hourly rate of pay from Us in effect on the day immediately prior to Your Disability multiplied by the average number of hours You worked per week, not including overtime, during the 12 month period immediately prior to the date on which Your Disability began. If You were employed with Us for a period of less than 12 months, basic weekly earnings means Your hourly rate of pay multiplied by the average number of hours You worked per week during that period, not including overtime.

Basic weekly earnings is verified by United of Omaha.

Basic weekly earnings includes Employee contributions to Deferred Compensation plans received from Us.

Basic weekly earnings does not include commissions, bonuses, overtime pay, Our contributions to Deferred Compensation plans, Differentials, and other extra compensation received from Us.

Proof of Earnings is required.

*Differentials* mean additional compensation You receive from Us for time or duties beyond those normally required or to accommodate specific working conditions, including, but not limited to:

- a) shift differentials;
- b) hazardous duties differentials;
- c) pay for longevity;
- d) on-call pay;
- e) lead nurse differentials;
- f) English as a Second Language (ESL) differentials;
- g) charge pay;
- h) weekend differentials;
- i) coaching and other extra curricular activities compensation; and
- j) on-call differentials.

*Other Income Source(s)* has the meaning set forth in the Other Income Sources provision of this Schedule.

*Recurrent Disability* means a Disability which is caused by, attributable to, or resulting from the same Injury or Sickness that caused the prior Disability for which You received a Weekly Benefit under the Plan.

*Reimbursement Agreement* means the written agreement that United of Omaha provides to You under which You agree to repay any overpayment resulting from Your or Your Spouse's or child(ren)'s receipt of Other Income Sources.

*Social Security Normal Retirement Age (SSNRA)* means Your normal retirement age under the U. S. Social Security Act in effect as of the date of Your Disability.

## ELIMINATION PERIOD

If Your Disability is a result of an Injury, the Elimination Period is 30 calendar days. If Your Disability begins more than 7 calendar days after Your Injury date, the Elimination Period for Sickness will apply.

If Your Disability is a result of a Sickness, the Elimination Period is 30 calendar days.

The Elimination Period begins on the first day of Disability. The Elimination Period can be satisfied if You are working.

## **RECURRENT DISABILITY**

A Recurrent Disability will be treated as part of Your prior claim and You will not be required to satisfy a new Elimination Period if:

- a) You were continuously covered under the Plan from the date benefits ended for Your prior claim to the date Your Recurrent Disability begins; and
- b) Your Recurrent Disability occurs within 90 days after the date benefits ended for Your prior claim.

In order to prevent over-coverage because of duplication of benefits, benefits payable under this Recurrent Disability provision will cease if benefits are payable to You under any other sponsored group long-term disability income policy or plan sponsored by Us.

## **WEEKLY BENEFIT**

### **Total Disability**

If You are Disabled and earning less than 20% of Your Basic Weekly Earnings, the Weekly Benefit while Disabled is the lesser of:

- a) 60% of Your Basic Weekly Earnings, less Other Income Sources; or
- b) the Maximum Weekly Benefit, less any Other Income Sources.

### **Partial Disability**

If You are Disabled and You are able to generate Current Earnings of at least 20% and not more than 99% of Your Basic Weekly Earnings, the Weekly Benefit payable will be the Weekly Benefit for Total Disability, unless the sum of:

- a) the Gross Weekly Benefit while You are Disabled; plus
- b) Other Income Sources You receive or are eligible to receive; plus
- c) Current Earnings while You are Disabled

exceeds 100% of Your Basic Weekly Earnings. If this sum exceeds 100% of Your Basic Weekly Earnings, the Weekly Benefit will be reduced by the amount in excess of 100% of Your Basic Weekly Earnings.

## **VOLUNTARY VOCATIONAL REHABILITATION BENEFIT**

While You are participating in a plan of voluntary vocational rehabilitation approved by United of Omaha, Your Monthly Benefit will be increased by 10%.

## **MAXIMUM BENEFIT PERIOD**

The maximum number of weeks that benefits are payable for a continuous period of Disability is 9 weeks.

## **OTHER INCOME SOURCES**

We take into account the total of all Your income from other sources of income in determining the amount of Your Weekly Benefit. Your Other Income Sources are any of the following amounts that You receive or are eligible to receive as a result of Your Disability or the Sickness and/or Injury that caused, in whole or in part, Your Disability. Other Income Sources also include family leave benefits received for any reason:

- a) Any amount under another group or individual short-term or long-term disability insurance policy or plan for which We have paid any part of the cost, except any group short-term or long-term disability insurance policy or plan underwritten by United of Omaha Life Insurance Company.
- b) Any amount as disability income payments under any:
  1. state compulsory benefit act or law;
  2. government retirement system as a result of Your job with Us; or
  3. work loss provision in a no-fault motor vehicle insurance plan, unless state law or regulation does not allow group disability income benefits to be reduced by benefits from no-fault motor vehicle coverage.
- c) Any amount of benefits under Our Retirement Plan. Benefits payable before the plan's normal retirement age are considered Other Income Sources only if You voluntarily elect to receive these benefits.

- d) Any benefits for You or Your Spouse and Dependent Child under:
  - 1. the U.S. Social Security Act;
  - 2. the Canada Pension Plan;
  - 3. the Quebec Pension Plan;
  - 4. the Railroad Retirement Act;
  - 5. any public employee retirement plan;
  - 6. any teachers employment retirement plan; or
  - 7. any similar plan or act that provides:
    - a. Disability benefits; or
    - b. retirement benefits (except this will not apply if Your Disability begins after Your Social Security Normal Retirement Age and You were already receiving Social Security retirement benefits. This exception only applies to U.S. Social Security Benefits).
- e) Any amount payable as:
  - 1. salary continuance, except
    - a. paid time off (PTO) that is not specified as sick leave;
    - b. vacation;
    - c. any earned time off program;
  - 2. sick leave; or
  - 3. severance allowance.
- f) Any amount from a third party (after subtracting attorneys' fees) by judgment, settlement or otherwise.
- g) Any amount from any unemployment coverage law or program.
- h) Any amount You receive as a result of any city, state, federal or Policyholder-sponsored family leave benefit or any other law, rule or regulation providing a family leave benefit.

## **EXPLANATION OF OTHER INCOME SOURCES**

You must apply for and pursue Other Income Sources for which You are or may become eligible, including but not limited to Social Security disability and/or dependent benefits, and do what is needed to obtain them. If Your application or claim for Other Income Sources is denied, We may require that You appeal the decision to a level that is satisfactory to Us and provide written proof of all levels of appeal.

As part of Your proof of Disability, We require that You furnish evidence to Us that You have applied for and pursued Other Income Sources for which You are or may become eligible.

After the initial reduction for each type of Other Income Source, We will not further reduce Your Weekly Benefit due to any cost of living increases payable under such type of Other Income Source.

Other Income Sources that are paid in a lump sum will be prorated on a weekly basis over a period for which the sum is given. If no time period is stated, the sum will be prorated on a weekly basis over the lesser of the following:

- a) the Plan's Maximum Benefit Period; or
- b) 12 equal payments.

If Other Income Sources are paid on a retroactive basis, We may reduce or suspend the Weekly Benefit to recover any overpayment.

Regardless of how funds from a Retirement Plan are distributed, We will consider Your contributions and Our contributions to be distributed simultaneously during Your lifetime.

We will pay the full amount of the Weekly Benefit if You:

- a) apply for Other Income Sources; and
- b) sign the Reimbursement Agreement.

Until You have signed the Reimbursement Agreement provided to You and have given written proof that application has been made or all available appeals have been exhausted for Other Income Sources, Your Weekly Benefit may be reduced by the estimate of Your Other Income Sources.

If Your Weekly Benefit has been reduced on this basis, and if all of Your appeals are denied, Your Weekly Benefit amount will be restored and any underpayment will be paid to You in a lump sum.

## **ASSISTANCE WITH FILING FOR SOCIAL SECURITY DISABILITY BENEFITS**

United of Omaha can arrange for advice regarding Your claim for Social Security disability benefits and assist You with Your application or appeal. In order to be eligible for assistance, You must be receiving Weekly Benefits under the Plan.

Receiving Social Security disability benefits may enable:

- a) You to receive Medicare after 24 months of disability payments;
- b) You to protect Your Social Security retirement benefits; and
- c) Your family to be eligible for Social Security disability benefits.

United of Omaha can arrange assistance in obtaining Social Security disability benefits by:

- a) helping You find appropriate representation;
- b) obtaining medical and vocational evidence; and
- c) reimbursing pre-approved case management expense.

## ELIGIBILITY

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Booklet.

### DEFINITIONS

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

*Actively Working, Active Work* means an Employee is performing the normal duties of his or her Regular Job for Us on a regular and continuous basis 32 or more hours each week. An Employee will be considered to be actively working on any day that is a regular paid holiday or day of vacation, or regular or scheduled non-working day, provided the Employee was actively working on the last preceding regular work day.

*Prior Plan* means any group disability plan or individual worksite disability plan of benefits:

- a) replaced by coverage under part or all of the Plan; and
- b) in effect and maintained or sponsored by Us on the day before the Plan Effective Date.

*Written Request* means a request that is signed, dated and submitted to Us.

### WHEN AN EMPLOYEE BECOMES ELIGIBLE FOR COVERAGE

An Employee who is Actively Working on the Plan Effective Date becomes eligible for coverage under the Plan on the Plan Effective Date.

An Employee who is hired after the Plan Effective Date becomes eligible for coverage under the Plan on the day the Employee begins Active Work.

The day on which an Employee becomes eligible for coverage under the Plan may not be the same as the day on which coverage begins. The When Coverage Begins provision describes the day on which coverage begins.

### CONTINUITY OF COVERAGE UPON TRANSFER OF COVERAGE CARRIER

If You are not Actively Working on the Plan Effective Date due to Injury or Sickness, upon payment of the premium, You will be covered under the Plan if You:

- a) were covered under a Prior Plan on the day before the Plan Effective Date; and
- b) resume Active Work.

### WHEN COVERAGE BEGINS

An eligible Employee will become covered on the first day of the month that coincides with or follows the day the Employee begins Active Work.

If the Employee is not Actively Working on the day coverage would otherwise begin, coverage will begin on the day the Employee returns to Active Work.

### EXCEPTIONS TO WHEN COVERAGE BEGINS

This provision does not apply if the Employee is eligible for coverage under the Continuity of Coverage Upon Transfer of Coverage Carrier provision.

Coverage for an Employee who has an Injury or Sickness and is confined:

- a) in a Hospital as an inpatient;
- b) in any institution or facility other than a Hospital; or
- c) at home and under the care or supervision of a Physician;

on the day coverage is to begin will not take effect until the first day of the month that coincides with or follows the day the Employee returns to Active Work.

## **CHANGES TO COVERAGE OR BENEFITS**

Any allowable change in Your classification or amount of coverage, whether requested by You or Us, or as a result of the terms of the Plan, will take effect on the first day of the month that follows the date of the request or the change.

## **WHEN COVERAGE ENDS**

Coverage will end on the earliest of the day:

- a) You are no longer eligible for coverage under the Plan;
- b) You begin active duty in the Armed Forces, National Guard or Reserves of any state or country (except for temporary active duty of 31 days or less);
- c) the Plan terminates; or
- d) coverage ends in accordance with the Grace Period provision.

If You are Disabled on the day the Plan terminates, benefits will continue subject to the When Benefits End provision located in the Benefits section.

## **EXCEPTIONS TO WHEN COVERAGE ENDS**

If coverage for You ends but the Plan is in effect, You may be able to continue or obtain coverage under one of the following provisions:

- a) Continuation of Coverage During Disability
- b) Continuation of Coverage Under the Family and Medical Leave Act (FMLA) and Uniformed Services Employment and Reemployment Rights Act (USERRA)

## **CONTINUATION OF COVERAGE DURING DISABILITY**

If You become Disabled, Your coverage will continue with payment of premium for as long as You are entitled to receive Weekly Benefits.

## **CONTINUATION OF COVERAGE UNDER THE FAMILY MEDICAL LEAVE ACT (FMLA) AND UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)**

The federal Family Medical Leave Act (FMLA) and Uniformed Services Employment and Reemployment Rights Act (USERRA) and any amendments thereto, as well as other applicable federal or state laws, may allow continuation of coverage in certain instances for leaves of absence, layoff or termination. Contact Us for additional information regarding any other continuation options that may be available.

## SHORT-TERM DISABILITY BENEFITS

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Booklet.

### DEFINITIONS

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

*Participation in a Riot* means actively participating in a tumultuous disturbance of the peace by three or more persons assembling together of their own authority with intent to mutually assist one another in an illegal or legal act.

### SHORT-TERM DISABILITY BENEFITS

If You become Disabled due to an Injury or Sickness, while covered under the Plan, We will pay the Weekly Benefit shown in the Schedule in accordance with the terms of the Plan. Benefits will begin after You satisfy the Elimination Period shown in the Schedule.

### VOLUNTARY VOCATIONAL REHABILITATION PROVISION

If You are Disabled and are receiving Disability benefits as provided by the Plan, You may be eligible to receive vocational rehabilitation services. These services include, but are not limited to:

- a) worksite modification and/or special equipment;
- b) job placement;
- c) retraining; and
- d) other services reasonably necessary to help You return to work.

While You are participating in a plan of voluntary vocational rehabilitation approved by United of Omaha, Your Weekly Benefit will be increased by a percentage as shown in the Schedule.

Eligibility for vocational rehabilitation services is based on Your education, training, experience and physical/mental capabilities. Before vocational rehabilitation services will be considered:

- a) Your Disability must not allow You to perform Your Regular Job;
- b) You must have the physical and mental capability to complete a rehabilitation program; and
- c) there must be reasonable expectation that rehabilitation services will help You return to active employment.

United of Omaha will develop an Individual Written Rehabilitation Plan (IWRP), which may include input from You, Your Physician and Us. The IWRP will describe:

- a) the vocational rehabilitation goals and services;
- b) the responsibilities of United of Omaha, You and any third parties associated with the IWRP;
- c) the times and dates of the vocational rehabilitation services; and
- d) all costs associated with the services.

United of Omaha will make the final determination of any vocational rehabilitation services provided, eligibility for participation and any continued benefit payments.

While You are a participant in an IWRP, Weekly Benefits will continue to be payable. Eligibility for continued Weekly Benefits will be assessed at the completion of the IWRP.

### WHEN BENEFITS END

Benefits will be paid during a period of Disability until the earliest of the day:

- a) You are no longer Disabled;
- b) You die;
- c) on which the Maximum Benefit Period ends as shown in the Schedule;
- d) You fail to provide United of Omaha satisfactory proof of continuous Disability;
- e) You fail to provide United of Omaha satisfactory Proof of Earnings;

- f) You have been incarcerated or imprisoned for 31 days or longer;
- g) You fail to comply with United of Omaha's request to be examined by a Physician and/or vocational rehabilitation expert of United of Omaha's choice;
- h) You are not under Regular and Appropriate Care and Treatment for the Injury or Sickness that caused the Disability;  
or
- i) You are able to return to work with Us on a part-time or Full-Time basis and do not do so.

If You are eligible to receive Disability payments on the day the Plan ends, benefits will continue subject to all other Plan provisions.

## **EXCLUSIONS**

The Plan will not pay benefits for any Disability which:

- a) results from an act of declared or undeclared war or armed aggression;
- b) results from Your Participation in a Riot or Your commission of or attempt to commit a felony or any type of assault or battery;
- c) arises out of or in the course of employment with Us for which You are entitled to benefits under any workers' compensation or occupational disease law, or receives any settlement from the workers' compensation carrier;
- d) results, whether You are sane or insane, from:
  - 1. an intentionally self-inflicted Injury or Sickness; or
  - 2. attempted suicide;
- e) occurs while You are incarcerated or imprisoned for any period exceeding 31 days; or
- f) is solely a result of a loss of a professional license, occupational license, or certification.

## PAYMENT OF CLAIMS

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Booklet.

### HOW TO OBTAIN PLAN BENEFITS FOR DISABILITY OR OTHER LOSS

Forward the completed claim form for Disability or other benefits to:  
United of Omaha Life Insurance Company  
Group Disability Management Services  
Mutual of Omaha Plaza  
Omaha, Nebraska 68175

You will be responsible for any fees charged by Your Physician for completing a claim form.

### CLAIM ASSISTANCE

For assistance with filing a claim or an explanation of how a claim was paid, contact:  
United of Omaha Life Insurance Company  
Group Disability Management Services  
Mutual of Omaha Plaza  
Omaha, Nebraska 68175  
Call Toll-Free: 1-800-877-5176

### PROOF OF DISABILITY

A claim form can be requested from the Plan Administrator, Us, United of Omaha or obtained on United of Omaha's website. A request for a claim form should be made within 20 days after a Disability occurs or as soon as reasonably possible.

If You do not receive a claim form within 15 days of Your request, You can provide a written or verbal statement to United of Omaha, stating:

- a) that You are under the Regular and Appropriate Care and Treatment of a Physician;
- b) the appropriate documentation of Your job duties at Your Regular and Your Basic Weekly Earnings;
- c) the date Your Disability began;
- d) the cause of your Disability;
- e) any restrictions and limitations preventing You from performing Your Regular ; and
- f) the name and address of any attending Physician, Hospital or institution where You received treatment.

A completed claim form and other information needed to prove loss must be submitted to United of Omaha within 90 days after the end of the Elimination Period.

Failure to furnish such proof within this time period shall not invalidate nor reduce any claim if:

- a) it was not reasonably possible to give proof within that 90-day period; and
- b) proof is furnished as soon as reasonably possible, but not later than one year after the end of the Elimination Period, unless You or Your beneficiary are not legally capable.

Proof of continued Disability, Regular and Appropriate Care and Treatment of a Physician and any Other Income Sources must be given to United of Omaha, upon request. This proof must be received within 45 days of the request. If it is not, benefits may be denied or suspended.

### ADDITIONAL SUPPORTING INFORMATION FOR DISABILITY AND OTHER CLAIMS

United of Omaha may occasionally require You to be examined by a Physician or vocational rehabilitation expert of their choice to assist in determining whether benefits are payable. You will not be required to pay for these examinations; however, You may be responsible for fees associated with failure to notify the examination office of Your appointment

cancellation within the required amount of time specified by the examiner. We may recover this fee by reduction of benefits that are payable. No more than a reasonable number of examinations will be required.

Disability and other benefits will be calculated and paid by Us after United of Omaha receives acceptable proof of loss. Benefits will be paid by Us only if United of Omaha determines that the claimant is eligible for benefits and Disabled and We determine if the claimant is entitled to benefits under the terms of the Plan. United of Omaha may require supporting information which may include, but is not limited to, the following:

- a) clinical records;
- b) charts;
- c) x-rays;
- d) Proof of Earnings; and
- e) other diagnostic aids.

### **MODE OF PAYMENT FOR DISABILITY**

Disability benefits will be calculated and paid by Us after acceptable proof of Disability is received. Benefits will be paid to You, except benefits unpaid at Your death may be paid, at Our option, to:

- a) Your Eligible Survivor; or
- b) Your estate.

### **REFUND TO US**

If it is found that We paid more benefits than We should have paid under the Plan, We have the right to a refund from You or the recipient of benefits.

We also have a right to a refund for any payments due to:

- a) fraud or misrepresentation;
- b) any error United of Omaha makes in processing a claim; or
- c) Your receipt of Other Income Sources.

You or the recipient of benefits must reimburse Us in full. We will determine the method by which the repayment is to be made, including without limitation, reducing or withholding any future benefits payable to You under the Plan, until the overpayment is fully recovered.

### **AUTHORITY TO INTERPRET PLAN**

We retain full authority and discretion to construe and interpret the terms of the Plan with respect to all questions regarding the amount and payment of any Plan benefits in accordance with the terms of the Plan and in accordance with the terms of ERISA, if applicable. Benefits under the Plan shall be paid only if We decide that benefits are payable under the Plan. Our interpretation of the Plan as to the amount and payment of benefits under the Plan shall be binding and conclusive on all persons.

## CLAIM REVIEW AND APPEAL PROCEDURES

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Booklet.

### DEFINITIONS

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

*Adverse Benefit Determination* means a denial, reduction, or termination of a benefit or a failure to provide or make payment (in whole or in part) for a benefit. This includes, without limitation, any such denial, reduction or termination of a benefit, or failure to provide or make payment, that is based upon ineligibility for coverage under the Plan.

*Claimant* means the person who submits a claim for benefits under the Plan, including the authorized representative of such person.

### CLAIM REVIEW PROCEDURES

Once United of Omaha receives information necessary to evaluate the claim, they will make a decision within the time periods set forth below. In the event an extension is necessary due to matters beyond United of Omaha's control, they will notify the Claimant of the extension and the circumstances requiring the extension.

Except when the Claimant voluntarily agrees to provide United of Omaha with additional time, extensions are limited as set forth below. If an extension is necessary due to the Claimant's failure to submit complete information, United of Omaha will notify the Claimant of the additional information required. Such notice of incomplete information will be sent within the time periods set forth below.

In order for United of Omaha to continue processing the claim, the missing information must be provided to United of Omaha within the time periods set forth below. The Claimant may contact United of Omaha at any time for additional details about the processing of the claim.

### INITIAL CLAIM DECISION

The period of time within which a claim decision will be made begins at the time the claim is filed, without regard to whether all the information necessary to make a claim decision accompanies the filing. The applicable time periods are shown below:

- a) initial claim decision period: 45 days unless additional information is requested as set forth below;
- b) extension period: 30 days; and
- c) maximum number of extensions: two.

If additional information is needed, United of Omaha will notify the Claimant within 10 days of their receipt of the claim. Once the Claimant receives United of Omaha's request for additional information, the Claimant will be given no less than 45 days to submit the additional information to United of Omaha. United of Omaha will make their determination within 15 days of the receipt of the additional information. If United of Omaha does not receive the additional information within the specified time period, they will make their determination based upon the available information.

### CLAIM DENIALS

If a request for a claim is denied, in whole or in part, the Claimant will receive notice of the denial, which will include:

- a) the specific reason(s) for the denial;
- b) reference to the specific Plan provisions on which the denial is based;
- c) a description of the appeal procedures and time limits applicable to such procedures, including the right to request an appeal within 180 days and the right to bring a civil action following the appeal process; and
- d) any other information which may be required under state or federal laws and regulations.

Additionally, if an internal rule, guideline, protocol or other similar criterion was relied upon in making the Adverse Benefit Determination, the Claimant has the right to request information about such internal rule, guideline, protocol or other similar criterion that was used in making the Adverse Benefit Determination, free of charge.

## **OPPORTUNITY TO REQUEST AN APPEAL**

The Claimant shall have a reasonable opportunity to appeal a claim review decision. As part of the appeal, there will be a full and fair review of the claim review decision.

The Claimant will have no later than 180 days from the Claimant's receipt of notification of United of Omaha's claim review decision to submit a request for an appeal. The request for an appeal should include:

- a) the Claimant's name;
- b) the name of the person filing the appeal if different from the Claimant;
- c) the Plan number; and
- d) the nature of the appeal.

The request for an appeal can be submitted in any manner and should include any additional information that may have been omitted from United of Omaha's review or that should be considered by the Plan Administrator. The notification regarding United of Omaha's claim review decision will include instructions on how and where to submit an appeal.

You should send Your request for the appeal to the Plan Administrator. Do not send Your appeal to United of Omaha as United of Omaha does not handle the appeal of Your claim.

By requesting an appeal, the Claimant has authorized the Plan Administrator, or anyone designated by the Plan Administrator, to review any and all records (including, but not limited to, medical records) which the Plan Administrator determines may be relevant to the appeal.

A document, record, or other information will be considered relevant to a claim if it:

- a) was relied upon in making the claim decision;
- b) was submitted, considered, or generated in the course of making the claim decision, without regard to whether it was relied upon in making the claim decision; or
- c) demonstrates compliance with administrative processes and safeguards designed to ensure and verify that claim decisions are made in accordance with the Plan and that, where appropriate, Plan provisions have been applied consistently with respect to similarly situated claimants.

## **RESPONSE TO APPEALS**

The Plan Administrator will respond no later than 45 days from their receipt of the request for an appeal. However, if the Plan Administrator determines that an extension is required, they will notify the Claimant in writing of the extension prior to the termination of the initial appeal period. In no event will the extension exceed 45 days from the end of the initial appeal period. The extension notice will indicate the special circumstances requiring the extension and the date by which the Plan Administrator expects to render the appeal decision.

When the Plan Administrator makes its determination, the Claimant will be provided with:

- a) information regarding the decision; and
- b) information regarding other internal or external appeal or dispute resolution alternatives, including any required state mandated appeal rights.

The period of time within which an appeal decision is required to be made will begin at the time an appeal is filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing. If a period of time is extended as described above due to the Claimant's failure to submit information necessary to decide a claim, the period for making the appeal decision shall be "tolled" or suspended from the date on which the extension notice is sent until the earlier of (1) the date on which the Plan Administrator receives the response; or (2) the date established by the Plan Administrator in the notice of extension for the furnishing of the requested information.

## **STANDARD PROVISIONS**

### **CHANGES IN PLAN BENEFITS**

Plan benefits may be changed (including reducing or terminating benefits or increasing fees) any time. A change in the Plan does not require Your consent.

A change may affect any class of Employees included in the Plan.

### **INCONTESTABILITY**

United of Omaha will not use any statements in Your application to contest the validity of this Plan coverage after it has been in-force during Your lifetime for two years.

## GENERAL DEFINITIONS

The following capitalized terms have the meanings assigned in this section. These terms are used throughout this Booklet.

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

*Booklet* means this document that describes the benefits, terms, conditions, exclusions and limitations of the coverage provided under the Plan.

*Current Earnings* means any actual pre-tax weekly income You receive while You are working and eligible to receive a Weekly Benefit, or the pre-tax earnings You could receive if You were working at Your Maximum Capacity. If Your current earnings fluctuate, United of Omaha may average Your current earnings over the most recent three-month period and continue Your claim provided the average does not exceed the percentage of Basic Weekly Earnings allowed by the Plan. A Weekly Benefit will not be payable for any week during which Your current earnings exceed that percentage.

*Deferred Compensation* means contributions You make through a salary reduction agreement with Us to a plan or arrangement under the following Internal Revenue Code (IRC) sections or any other plan or arrangement defined as deferred compensation under the IRC:

- a) 401(k);
- b) 403(b);
- c) 408(k); or
- d) 457.

*Dependent Child* means:

- a) Your natural born or legally adopted child;
- b) Your stepchild or child of Your domestic or civil union partner or equivalent living in Your home; or
- c) any other child who lives with You in a regular parent/child relationship and who qualifies as Your "dependent" as defined in the U.S. Internal Revenue Code.

Dependent child does not include:

- a) a child who is married, in a domestic partnership, in a civil union partnership or equivalent, as recognized and allowed by federal law, or by state law in a child's state of residence;
- b) a child who has been legally adopted by another person; or
- c) a child:
  1. temporarily living in Your home;
  2. placed in Your home by a social service agency which retains control over the child; or
  3. who has a natural parent in a position to exercise parental responsibility and control.

*Disability* and *Disabled* mean that because of an Injury or Sickness, a significant change in Your mental or physical functional capacity has occurred, as a result of which:

- a) during the Elimination Period, You are prevented from performing at least one of the Material Duties of Your Regular Job (on a part-time or full-time basis); and
- b) after the Elimination Period, You are:
  1. prevented from performing at least one of the Material Duties of Your Regular Job (on a part-time or full-time basis); and
  2. unable to generate Current Earnings which exceed 99% of Your Basic Weekly Earnings due to that same Injury or Sickness.

Disability is determined relative to Your ability or inability to work. It is not determined by the availability of a suitable position with Us.

*Eligible Survivor* means Your Spouse, if living; otherwise, it means Your Dependent Child under age 26. An eligible survivor must be living at the time of Your death.

*Elimination Period* means the number of days of continuous Disability which must be satisfied before You are eligible to receive benefits. The elimination period is shown in the Schedule.

*Employee* means a person who is:

- a) a citizen or permanent resident of the United States; or
- b) lawfully and legally able to work in the United States pursuant to applicable federal and state laws; and

- c) receiving compensation from Us for work performed for Us at:
  1. Our usual place of business;
  2. an alternative work site at the direction of Us; or
  3. a location to which the employee must travel to perform the job.

An employee does not include a person:

- a) who resides outside the United States for a period in excess of 12 consecutive months unless written approval has been received from United of Omaha's authorized representative in their home office;
- b) working on a seasonal or temporary basis; or
- c) performing services for Us as an independent contractor, including persons reporting income on a 1099 form or subject to the terms of a leasing agreement between Us and a leasing organization.

*Full-Time* means working the required number of hours to be considered a full-time employee of Ours.

*Gross Weekly Benefit* means Your Weekly Benefit amount before any reduction for Other Income Sources and Current Earnings.

*Hospital* means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing confinement. A hospital does not include a facility or institution or part of a facility or institution which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house or board and care facilities.

*Injury* means an accidental bodily injury that requires treatment by a Physician. It must result in loss independently of Sickness and other causes. Disability resulting from an injury must occur while You are covered under the Plan.

*Material Duties* means the essential tasks, functions, and operations relating to Your Regular Job that cannot be reasonably omitted or modified.

*Maximum Capacity* means, based on Your medical restrictions and limitations, the greatest extent of work You are able to do in Your Regular Job.

*Maximum Weekly Benefit* means the maximum dollar amount of disability benefit You may receive per week as shown in the Schedule.

*Medically Necessary* means care that is ordered, prescribed, or rendered by a Physician or Hospital, and is determined by United of Omaha, or a qualified party or entity selected by United of Omaha, to be:

- a) provided for the diagnosis or direct treatment of Your Injury or Sickness;
- b) appropriate and consistent with the symptoms and findings or diagnosis and treatment of Your Injury or Sickness; and
- c) provided in accordance with generally accepted national professional standards and/or medical practice.

*Our Retirement Plan* means any Retirement Plan:

- a) which is part of any federal, state, county, municipal, or association retirement system; and
- b) for which You are eligible as a result of employment with Us.

*Our, We, Us* means Avila University.

*Physician* means any of the following licensed practitioners:

- a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM) or chiropractic (DC);
- b) a licensed doctoral clinical psychologist;
- c) a Master's level counselor and licensed or certified social worker who is acting under the supervision of a doctor of medicine or a licensed doctoral clinical psychologist;
- d) a licensed physician's assistant (PA) or nurse practitioner (NP); or
- e) where required by law, any other licensed practitioner of a healing art who is acting within the scope of his/her license.

A physician does not include:

- a) a naturopathic doctor;
- b) an acupuncturist;
- c) a physician in training; or

- d) You, Your Spouse, any person who lives with You, a child, brother, sister or parent of You or Your Spouse.

*Plan Administrator* means the person or entity designated as the plan administrator for Our group disability welfare benefit plan.

*Plan* means a short term disability benefits plan self-funded by the employer.

*Plan Anniversary* means January 1 of each Plan Year.

*Plan Effective Date* means January 1, 2021.

*Plan Year* means the period commencing on the Plan Effective Date and ending on the next succeeding Plan Anniversary and, thereafter, each 12-month period commencing on the Plan Anniversary.

*Proof of Earnings* means:

- a) copies of Your U.S. individual income tax returns and business income tax returns, including all forms, schedules and attachments, if applicable;
- b) payroll records; and
- c) any other records United of Omaha requests.

*Regular and Appropriate Care and Treatment* means You visit and receive care and treatment from a Physician as frequently as is medically required, to effectively manage and treat Your Injury or Sickness. Such care and treatment must be:

- a) Medically Necessary;
- b) received from a Physician whose expertise, medical training, and clinical experience are suitable for treating Your Injury or Sickness; and
- c) received primarily is to improve Your medical condition and thereby aid in Your ability to return to work.

*Regular Job* means the occupation You are routinely performing when Your Disability begins.

*Retirement Plan* means a plan which:

- a) provides benefits to You, either in a lump sum or in the form of periodic payments, upon the later of:
  - 1. early or normal retirement as defined in the plan or under the U.S. Social Security Act; or
  - 2. disability, if the payment does not reduce the amount of money which would have been paid at the normal retirement age under the plan if the disability had not occurred; and
- b) is not funded wholly by Your contributions.

A retirement plan shall not include a profit-sharing plan or a plan such as a 401(k), a thrift plan, an individual retirement account (IRA), a tax sheltered annuity (TSA), a stock ownership plan, or a Deferred Compensation plan.

*Sickness* means a disease, disorder or condition, including pregnancy, that requires treatment by a Physician. Disability resulting from a sickness must occur while You are covered under the Plan. Sickness does not include elective or cosmetic surgery or procedures, or resulting complications. Sickness includes the donation of an organ in a non-experimental organ transplant procedure.

*Spouse* means the person to whom You are legally married, or Your domestic partner, civil union partner or equivalent, as recognized and allowed by federal law, or by state law in Your state of residence.

*United of Omaha* means United of Omaha Life Insurance Company.

*You, Your* means the Employee who is covered under the Plan.

## **ADDITIONAL SUMMARY PLAN DESCRIPTION INFORMATION**

The Employee Retirement Income Security Act of 1974 (ERISA) requires that certain information be furnished to eligible participants in an employee benefits plan. The employee benefits plan maintained by Your employer shall be referred to herein as the "Plan."

This form is Your ERISA Summary Plan Description for the coverage described herein.

Contributions are made solely by Your employer.

The benefits under the Plan are self-funded by Your employer; however, certain administrative services are provided by United of Omaha. Benefits under the Plan are guaranteed to the extent all Plan provisions are met and subject to all terms and conditions of the Plan (including, but not limited to, all exclusions, limitations and exceptions in the Plan). United of Omaha's home office is located at Mutual of Omaha Plaza, Omaha, NE 68175.

### **EMPLOYER IDENTIFICATION NUMBER AND PLAN NUMBER**

The Employer Identification Number (EIN) is: 44-0617326

The Plan Number is: 501

### **PLAN ADMINISTRATOR**

The Plan is provided through and administered by:

Avila University  
11901 Wornall Road  
Kansas City, MO 64145  
Phone: (816) 501-3618

### **CLAIMS ADMINISTRATOR**

Claims are administered by United of Omaha.

If You need assistance with filing Your claim or an explanation of how Your claim was paid, please refer to the toll-free number and the address shown on Your identification card or contact Your Plan Administrator.

### **AGENT FOR SERVICE OF LEGAL PROCESS**

The agent for service of legal process upon the Plan is:

Avila University  
11901 Wornall Road  
Kansas City, MO 64145  
Phone: (816) 501-3618

### **PLAN YEAR**

Each 12-month period beginning on January 1 is a "plan year" for the purposes of accounting and all reports to the U.S. Department of Labor and other regulatory bodies.

## STATEMENT OF ERISA RIGHTS

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:

a) Receive Information About Your Plan and Benefits

1. Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan, including contracts 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.
2. Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including contracts 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.
3. 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.

b) 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 benefit or exercising Your rights under ERISA.

c) Enforce Your Rights

If Your claim for a 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 Administrator. If You have a claim for benefits which is denied or ignored, in whole or in part, You may file suit in a state or Federal court. In addition, if You disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, You may file suit in 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, for example, if it finds Your claim is frivolous.

d) 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.

## **PLAN DISCLOSURES**

You are entitled to request from the Plan Administrator, without charge, information applicable to the Plan's benefits and procedures. In addition, Your Booklet includes, as applicable, a description of:

- a) employee eligibility requirements;
- b) when insurance ends;
- c) state or federal continuation rights; and
- d) claims procedures.

## **PLAN CHANGES**

The persons with authority to change, including the authority to terminate, the Plan on behalf of the Plan Sponsor is the Plan Sponsor's Board of Directors or other governing body, or any person or persons authorized by resolution of the Board or other governing body to take such action. Please refer to the provision in Your Booklet entitled "Changes in the Plan Benefit" for information about how the Plan can be changed. Our benefits area is authorized to apply for and accept the Plan and any changes to the Plan on behalf of Us.

**Group Short-Term Disability Benefits**

**Avila University**

**Group Number: G000BTLY**

**United of Omaha Life Insurance Company**

**Home Office:  
Mutual of Omaha Plaza  
Omaha, Nebraska 68175**

