

**SUMMARY OF MATERIAL MODIFICATIONS**  
**to the Summary Plan Description of**  
**The Curators of the University of Missouri**  
**Short-Term Disability Plan**  
**Effective January 1, 2024**

To: All Plan Participants of the Curators of the University Short-Term Disability Plan

This notice, called a “Summary of Material Modifications” (SMM), advises you of changes and/or clarifications to your coverage under the Short-Term Disability Plan. Please read this notice carefully and, if you have any questions, please contact the HR Service Center.

**What are the Modifications to the Plan?**

It is important that you keep this notice with your Plan Document/Summary Plan Description (SPD) and make a note in your SPD as to what sections have been changed and/or clarified, since this material plus the SPD comprise your complete SPD. Certain capitalized words have special meanings, please refer to section titled *Definitions* in the SPD for more information.

In the event of any discrepancy between this SMM and the SPD, the provisions of this SMM shall govern.

Changes and/or clarifications have been made to the Plan Document/Summary Plan Description as follows:

## DEFINITION OF DISABLED OR DISABILITY:

- *Add the underlined text below:*

**Disabled or Disability** means that, due to Sickness or as a direct result of accidental injury:

- You are receiving Appropriate Care and Treatment and complying with the requirements of such treatment; and
- You are unable to earn more than 80% of Your Basic Weekly Earnings at Your Own Occupation for any employer; and
- You are unable to perform each of the material duties of Your Own Occupation for any employer.

If Your occupation requires a license, the fact that You lose Your license for any reason will not, in itself, constitute Disability. Benefits are not available under this plan for work related injuries (e.g. worker's compensation).

## HOW IS MY ELIMINATION PERIOD HANDLED IF I AM ELIGIBLE FOR WINTER BREAK LEAVE AS DEFINED BY HR POLICY 415?

- *Add entire section*

**How is my Elimination Period handled if I am eligible for winter break leave as defined by HR Policy 415?**

If You are eligible for winter break leave as defined by HR Policy 415, Your time off during winter break leave will be handled differently depending on when Your Disability began:

- If Your Disability begins prior to winter break\*; winter break will count towards your Elimination Period.
- If Your Disability begins during winter break\*; your Elimination Period will begin on January 2.

\*If Your Disability begins on December 25 or January 1, your Elimination Period will begin on January 2

## WHAT OTHER INCOME AFFECTS MY DISABILITY BENEFIT PAYMENTS?

- *Remove the strikethrough text and add the underlined text below:*
  1. any income received for disability or retirement under a University's Retirement Plan, to the extent that it can be attributed to the employer's contributions, unless the income was being received prior to the disability;
  2. any income received for disability under:

- a group insurance policy to which the University has made a contribution, such as:
  - benefits for loss of time from work due to disability ~~(e.g. Worker's Compensation)~~; or
  - installment payments for permanent total disability;
- a government compulsory benefit plan or program which provides payment for loss of time from Your job due to Your disability, whether such payment is made directly by the Plan or program, or through a third party;
- a self-funded plan, or other arrangement if the University contributes toward it or makes payroll deductions for it;
- any sick pay, vacation pay or other salary continuation\* that the University pays to You;
- occupational disease laws;
- laws providing for maritime maintenance and cure.

\*If you receive Holiday Pay, you will not receive Disability Benefit Payments for that day.

Benefits are not available under this plan for work related injuries (e.g. worker's compensation).

## **REDUCING YOUR DISABILITY BENEFIT BY THE ESTIMATED AMOUNT OF YOUR GOVERNMENT COMPULSORY BENEFIT PLAN OR PROGRAM**

- *Remove the strikethrough text below:*

If there is a reasonable basis for You to apply for and receive benefits under a government compulsory plan or program (e.g., ~~workers' compensation~~, unemployment, Social Security, Medicare, or certain mandatory state and local programs such as paid sick leave), the Plan expects You to apply for such benefits.

UNIVERSITY OF MISSOURI

# Short-Term Disability SPD

Effective January 1, 2024



This SPD is designed to provide an overview of the University of Missouri System's Short-Term Disability Plan. While the University hopes to continue to offer participation in this Plan, it has the right to amend or terminate any benefit plan.

In addition to this SPD, the University plans to continue to use other methods of communication such as memos, meetings, newsletter articles or electronic media to help You stay informed. Also available is the benefits department website at <https://www.umsystem.edu/totalrewards/benefits>.

It's important for You to have a good understanding of all this Plan has to offer. Please review this SPD carefully. If You have questions, contact Your HR Generalist ([umurl.us/CBR](http://umurl.us/CBR)) or HR Service Center ([umurl.us/HRSC](http://umurl.us/HRSC)).

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## Introduction

The Short-Term Disability Plan is designed to protect Your financial security in the event of a qualified medical disability. All eligible employees are automatically enrolled in the Base Plan, with an option to purchase additional coverage through the Buy-Up Plan.

The Short-Term Disability Plan ("Plan") is sponsored by The Curators of the University of Missouri ("University"). The University is the Plan Administrator with the authority to control and manage the operation and administration of the Plan. The University has delegated certain administrative duties of the Plan to Metropolitan Life Insurance Company ("MetLife"). The Plan Administrator and other fiduciaries of the Plan have discretionary authority to interpret the terms of the Plan and to determine eligibility for and entitlement to benefits in accordance with the terms of the Plan. Any interpretation or determination pursuant to this discretionary authority shall be given full force and effect, unless it can be shown that the interpretation or determination was arbitrary or capricious.

The Summary Plan Description (SPD) describes the benefits available to You under the Plan. **This SPD serves as both the Plan document and the SPD.** This SPD is designed to meet Your information needs. It supersedes any previous printed or electronic SPD for this Plan. However, if You are receiving benefits prior to the effective date of this Plan, then the terms of the prior Plan document will continue to govern those benefits. It is important that You carefully review this SPD to understand the Benefits which are available, as well as Your responsibilities to ensure that You receive all the Benefits to which You are eligible. The terms of this Plan may not be amended by oral statements made by the Plan Sponsor, the Claim Administrator, or any other person. In the event an oral statement conflicts with any term of the Plan, the Plan terms will control.

## Definitions

As used in the Plan the terms listed below will have the meanings set forth below. When defined terms are used in the Plan, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

**Actively at Work or Active Work** means that You are performing all of the usual and customary duties of Your job on a Full-Time basis. This must be done at:

- the University's place of business;
- an alternate place approved by the University; or
- a place to which the University's business requires You to travel.

Any Disability under this Plan must have occurred on or after January 1, 2024.

You will be deemed to be Actively at Work during weekends or University approved vacations, holidays or business closures if You were Actively at Work on the last scheduled work day preceding such time off.

**Appropriate Care and Treatment** means medical care and treatment that is:

- given by a Physician whose medical training and clinical specialty are appropriate for treating Your Disability;
- consistent in type, frequency and duration of treatment with relevant guidelines of national medical research, health care coverage organizations and governmental agencies;
- consistent with a Physician's diagnosis of Your Disability; and
- intended to maximize Your medical and functional improvement.

**Base Plan** means the Short-Term Disability Plan option that is paid by the University and the Plan You are automatically enrolled in.

**Basic Weekly Earnings** means one fifty-second of Your annual base benefit rate (ABBR). Your ABBR includes total income before taxes.

The term does not include:

- pre-tax contributions to
  - qualified deferred compensation plan;
  - section 125 plan; or
  - flexible spending account
- income received from bonuses or incentive plans;
- overtime pay;
- shift differential;
- car;
- housing;
- moving allowances;
- employer contributions to a qualified deferred compensation plan;
- income received from part-time non-benefit eligible University employment; and
- any other extra compensation or income received from sources other than from the University.

**Buy-Up Plan** means the Short-Term Disability Plan option that gives You a higher level of coverage than the Base Plan. You pay the difference in the cost between the Base and Buy-Up Plan premium.

**Claim Administrator** means Metropolitan Life Insurance Company ("MetLife"), New York, New York, who provide certain claim administration services for the Plan.

**Disabled or Disability** means that, due to Sickness or as a direct result of accidental injury:

- You are receiving Appropriate Care and Treatment and complying with the requirements of such treatment; and
- You are unable to earn more than 80% of Your Basic Weekly Earnings at Your Own Occupation for any employer; and
- You are unable to perform each of the material duties of Your Own Occupation for any employer.

If Your occupation requires a license, the fact that You lose Your license for any reason will not, in itself, constitute Disability.

**Disability Benefit Payment** means the payment You receive for a Disability.

**Elimination Period** means seven (7) consecutive calendar days of continuous time off work due to the serious health condition for which benefits under this Plan are being requested. During the elimination period, You must use other available accrued paid leave.

**Full-Time** means Active Work of at least 30 hours per week (.75 Full-Time equivalent) on the University's regular work schedule for the eligible class of employees to which You belong.

**Maximum Benefit Period** means the maximum amount of time, during which benefits will be paid under the Plan. Your maximum period of payment is 20 weeks (excluding the Elimination Period) for any period of Disability.

**Own Occupation** means the occupation You routinely perform that provides the primary source of Your earned income. In determining Your Own Occupation, the Claim Administrator will look at Your occupation as it is normally performed instead of how it is performed for any specific employer or in any specific location.



**Physician** means:

- a person licensed to practice medicine in the jurisdiction where such services are performed; or
- any other person whose services, according to applicable law, must be treated as Physician's services for purposes of the group benefits. Each such person must be licensed in the jurisdiction where he performs the service and must act within the scope of that license.

The term does not include:

- You;
- Your spouse; or
- any member of Your immediate family including Your and/or Your spouse's:
- parents;
- children (natural, step or adopted);
- siblings;
- grandparents;
- or grandchildren.

**Proof** means Written evidence satisfactory to the Claim Administrator that a person has satisfied the conditions and requirements for any benefit described in the Plan. When a claim is made for any benefit described in the Plan, Proof must be provided at the claimant's expense and must establish:

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

**Retirement Plan** means a defined benefit or defined contribution plan that provides benefits for your retirement and which is not funded wholly by your contributions. It does not include: (i) a profit-sharing plan; (ii) thrift, savings or stock ownership plans; (iii) a non-qualified deferred compensation plan; or (iv) an individual retirement account (IRA), a tax-sheltered annuity (TSA), Keogh Plan, 401(k) plan, 403(b) plan or 457 deferred compensation arrangement.

**Sickness** means illness, disease or pregnancy, including complications of pregnancy.

**Signed** means any symbol or method executed or adopted by a person with the present intention to authenticate a record, which is on or transmitted by paper or electronic media which is acceptable to the Claim Administrator, and consistent with applicable law.

**Plan** means The Curators of the University of Missouri Short-Term Disability Plan.

**University** means The Curators of the University of Missouri

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

**You** and **Your** mean an employee who is eligible for the benefits described in the Plan.

## Am I eligible for coverage?

If You are a regular Full-Time benefit-eligible administrative, service and support employee, You are eligible for coverage. Additionally, certain non-regular academic employees, as approved by the Chancellor and President, will also be eligible for coverage.

## When does coverage begin?

Coverage under this Plan begins on the later of i) the effective date of the Plan; or ii) when You are eligible for coverage, as provided above.

Disability Benefit Payments under this Plan will not be paid unless you have a qualifying medical disability that occurs on or after January 1, 2024.

### ***New Hires (on or after January 1, 2024):***

- Coverage begins on the later of Your date of hire or Your benefit eligibility date, if You are Actively at Work on that date. If You are not Actively at Work when You're hired or first become eligible for this Plan, then Your coverage will begin when You start Active Work at the University
- You will automatically be enrolled in the Base Plan (paid by University).
- You may elect the Buy-Up Plan at initial enrollment without completing a Statement of Health form provided You enroll within 31 days.
- If You change from part-time to Full-Time or from temporary to permanent status and become benefit eligible, You must enroll within 31 days of the date of Your change in status.

### ***Annual Enrollment***

- A Statement of Health form is required for electing the Buy-Up Plan option.
- Coverage elected or changed during the Annual Enrollment Change Period begins on January 1 of the following year, or upon approval by MetLife if after January 1.

## Who pays for this coverage?

- If You choose the Base Plan, the University will pay the full cost of coverage.
- If You choose the Buy-Up Plan, the University will contribute an amount equal to that contributed for employees enrolled in the Base Plan. You pay only the difference in cost between the Buy-Up Plan and the Base Plan. Your contribution will be made on a before-tax basis, which lowers the current income taxes You pay. For more details about how the before-tax feature works for You, refer to Your Flexible Benefits Plan SPD.

## How much coverage do I have?

The amount of Your coverage depends on Your Basic Weekly Earnings and whether You choose the Buy-Up Plan option.

After Your seven (7) day Elimination Period, You will be eligible to receive a weekly benefit depending on the level of coverage You have chosen. The following highlights the benefit features of each Plan option:

	<b>Base Plan</b>	<b>Buy-Up Plan</b>
Benefit amount	60% of Basic Weekly Earnings	100% of Basic Weekly Earnings
Minimum weekly benefit	15% of Basic Weekly Earnings before reduction for other income, or \$25, whichever is greater	15% of Basic Weekly Earnings before reduction for other income, or \$25, whichever is greater
Maximum weekly benefit	No Max	No Max
Maximum Benefit Period	20 weeks	20 weeks

No matter which option You choose, Your weekly benefit will be integrated with income You may receive from certain other sources. For a list of these sources, see the answer to the question *What other income affects my Disability Benefit Payments* that appears later in this SPD. The total amount of income You can receive from the plan combined with all other sources depends on the plan option You chose when You enrolled. As explained later, when combined with other deductible sources of income the Base Plan allows You to receive up to 60% of Your Basic Weekly Earnings and the Buy-Up Plan allows You to receive up to 100% of Your Basic Weekly Earnings.

### **What happens if my Basic Weekly Earnings change?**

The amount of Your coverage (and Your premium cost if You choose the Buy-Up Plan) will change when Your Basic Weekly Earnings changes.

### **May I change my choice of coverage?**

You may increase Your coverage from the Base Plan to the Buy-Up Plan during the annual enrollment period by completing a Statement of Health form. Coverage goes into effect the first day of the month immediately following the approval date or January 1 of the following year, whichever is later.

You may decrease coverage from the Buy-Up Plan to the Base Plan only during the annual enrollment period.

Note: Changes in Your Disability Benefit Payments will only apply to Disabilities commencing on or after the date of the change.

### **When do I have to meet a new Elimination Period?**

A new Elimination Period is required for each new serious health condition for which benefits under this Plan are being requested. If You return to Your Own Occupation on a Full-Time basis for forty (40) or more consecutive calendar days (known as the “successive period”), and You again become Disabled due to the same or related causes as Your previous Disability, Your current Disability will be treated as a new claim under the Plan. This means You must satisfy all the provisions of the Plan relating to a new claim for benefit, including satisfying a new Elimination Period.

If You return to Your Own Occupation on a Full-Time basis for less than forty (40) consecutive calendar days, and You again become Disabled due to the same or related causes as Your previous Disability, then Your current Disability will be treated as part of Your prior claim. This means You will not have to complete another Elimination Period.

### **When do I begin receiving Disability Benefit Payments?**

Benefits begin the day after the Elimination Period is completed, provided the Claim Administrator determines You meet the definition of Disability.

Benefits under this Plan are available for continuous and intermittent time off, in increments of full days, provided a health care provider certifies the expected duration and schedule of such leave.

If You are approved for intermittent leave, You must continue to comply with the normal call-in procedures. Failure to do so may result in Your short-term disability benefits not being approved for payment.

### **How does Short-Term Disability coordinate with Parental Leave?**

Short-Term Disability Benefit Payments will pay first, then Parental Leave benefits can be used, unless otherwise requested.

## What other income affects my Disability Benefit Payments?

Your Disability Benefit Payments will be reduced if You are eligible for certain other income benefits including the following:

1. any income received for disability or retirement under a University's Retirement Plan, to the extent that it can be attributed to the employer's contributions, unless the income was being received prior to the disability;
2. any income received for disability under:
  - a group insurance policy to which the University has made a contribution, such as:
    - benefits for loss of time from work due to disability (e.g. Worker's Compensation); or
    - installment payments for permanent total disability;
  - a government compulsory benefit plan or program which provides payment for loss of time from Your job due to Your disability, whether such payment is made directly by the Plan or program, or through a third party;
  - a self-funded plan, or other arrangement if the University contributes toward it or makes payroll deductions for it;
  - any sick pay, vacation pay or other salary continuation\* that the University pays to You;
  - occupational disease laws;
  - laws providing for maritime maintenance and cure.

\*If you receive Holiday Pay, you will not receive Disability Benefit Payments for that day.

### **Reducing Your disability benefit by the estimated amount of Your government compulsory benefit plan or program**

If there is a reasonable basis for You to apply for and receive benefits under a government compulsory plan or program (e.g., workers' compensation, unemployment, Social Security, Medicare, or certain mandatory state and local programs such as paid sick leave), the Plan expects You to apply for such benefits.

With respect to government compulsory benefit plans or programs, to apply means to pursue such benefits through all applicable levels of appeal provided under such benefit plans or programs. You must, within four (4) weeks following the date You become Disabled send the Claim Administrator Proof that You have applied for benefits under such plans or programs.

If You do not satisfy the above requirements, the Claim Administrator will reduce Your Disability Benefit Payments by the amount of such government compulsory benefit plan or program benefit that the Claim Administrator estimates You are eligible to receive, provided that the Claim Administrator has the reasonable means to make such an estimate. The Claim Administrator will start to do this with the first Disability Benefit Payment, coincident with the date You were eligible to receive such government compulsory benefit plan or program benefit.

### **Single Sum Payments**

If You receive other income in the form of a single sum payment (e.g. lump-sum or settlement payment), You must, within 10 days after receipt of such payment, give Written Proof satisfactory to the Claim Administrator of:

- the amount of the single sum payment;
- the amount to be attributed to income replacement; and
- the time period for which the payment applies.

When the Claim Administrator receives such Proof, the Claim Administrator will adjust the amount of Your Disability Benefit Payments.

If the Claim Administrator does not receive the Written Proof described above, and the Claim Administrator knows the amount of the single sum payment, the Plan may reduce Your Disability Benefit Payments by an amount equal to such benefit until the single sum has been exhausted.

If the Claim Administrator adjusts the amount of Your Disability Benefit Payments due to a single sum payment, the amount of the adjustment will not result in a benefit amount less than the minimum amount, except in the case of an overpayment.

If You receive other income in the form of a single sum payment and the Claim Administrator does not receive the Written Proof described above within ten (10) days after You receive the single sum payment, the Claim Administrator will adjust the amount of Your Disability Benefit Payments by the amount of such payment.

## **How is my Disability Benefit Payment determined?**

The amount of Your weekly Disability Benefit Payment depends on the Plan option You chose when You enrolled. Payment will be based on the number of days You are Disabled during each week.

### **Base Plan**

To determine the amount of Your weekly benefit under the Base Plan:

1. Take 60% of Your Basic Weekly Earnings. This is Your gross disability payment.
2. Subtract any deductible sources of other income from Your gross disability payment.
3. The amount calculated in Item 2 above is Your weekly Disability Benefit Payment.

### **Buy-Up Plan**

To determine the amount of Your weekly benefit under the Buy-Up Plan:

1. Take 100% of Your Basic Weekly Earnings. This is Your gross disability payment.
2. Subtract any deductible sources of other income from Your gross disability payment.
3. The amount calculated in Item 2 above is Your Disability Benefit Payment.

## **How long will my Disability Benefit Payments last?**

The Maximum Benefit Period is a total of twenty (20) weeks.

## **When will my Disability Benefit Payments stop?**

You will stop receiving Disability Benefit Payments and Your claim will end on the earliest of the following:

- the end of the Maximum Benefit Period;
- the date You are no longer Disabled under the terms of the Plan;
- the date You fail to submit Proof of continuing Disability;
- the date You voluntarily or involuntarily terminate employment;
- the date You retire;
- the date You are placed on a layoff leave of absence;
- the date You fail to have a medical exam requested by the Claim Administrator;
- the date You die.

## **How are overpayments for disability benefits recovered?**

The Plan has the right to recover any amount that the Claim Administrator determines to be an overpayment.

An overpayment occurs if the Claim Administrator determines that:

- the total amount paid by the Plan on Your claim is more than the total of the benefits due to You under the Plan; or
- payment the Plan made should have been made by another group plan.

If such overpayment occurs, You have an obligation to reimburse the Plan. The Plan's rights and Your obligations in this regard are described in the reimbursement agreement that You are required to sign when You submit a claim for benefits under the Plan. This agreement:

- confirms that You will reimburse the Plan for all overpayments; and
- authorizes the Claim Administrator to obtain any information relating to sources of other income.

### **How the Plan recovers overpayments**

The Plan may recover the overpayment from You by:

- stopping or reducing any future Disability Benefit Payments, including the minimum weekly benefit, payable to You or any other payee under the Disability sections of the Plan;
- deducting the overpayment through payroll;
- demanding an immediate refund of the overpayment from You; and
- taking legal action.

If the overpayment results from the Plan having made a payment to You that should have been made under another group plan, the Plan may recover such overpayment from one or more of the following:

- any other insurance company;
- any other organization; or
- any person to or for whom payment was made.

### **Lien and repayment**

If You become Disabled, receive Disability benefits under the Plan and receive payment from a third party for loss of income with respect to the same loss of income for which You received benefits under the Plan (for example, a judgment, settlement, payment from Federal Social Security or payment pursuant to Workers' Compensation laws), to the extent permitted by law, You shall reimburse the Plan from the proceeds of such payment up to an amount equal to the benefits paid to You under the Plan for such Disability. The Plan's right to receive reimbursement from any such proceeds shall be a claim or lien against such proceeds and the Plan's right shall provide the Plan with a first priority claim or lien over any such proceeds up to the full amount of the benefits paid to You under the Plan for such Disability. You agree to take all action necessary to enable the Plan to exercise the Plan rights under this provision, including, without limitation:

- notifying the Claim Administrator as soon as possible of any payment You receive or are entitled to receive from a third party for loss of income with respect to the same loss of income for which You received benefits under the Plan;
- furnishing of documents and other information as requested by the Claim Administrator or any person working on the Claim Administrator's behalf; and
- holding in escrow, or causing Your legal representative to hold in escrow, any proceeds paid to You or any party by a third party for loss of income with respect to the same loss of income for which You received benefits under the Plan, up to an amount equal to the benefits paid to You under the Plan for such Disability, to be paid immediately to the Plan upon Your receipt of said proceeds.

You shall cooperate and You shall cause Your legal representative to cooperate with the Plan in any recovery efforts and You shall not interfere with the Plan's rights under this provision. The Plan's rights under this provision apply whether or not You have been or will be fully compensated by a third party for any Disability for which You received or are entitled to receive benefits under the Plan.

### **Are any disabilities excluded?**

You will not receive benefits for any Disabilities caused by, contributed to by, or resulting from:

- war, whether declared or undeclared, or act of war, insurrection, rebellion or terrorist act;
- active participation in a riot.
- intentionally self-inflicted injury; or
- commission of or attempt to commit or taking part in a felony.

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

This Plan will not pay for any Disability caused or contributed to by elective treatment or procedures, such as:

- cosmetic surgery or treatment primarily to change appearance;
- reversal of sterilization;
- liposuction;
- visual correction surgery; and  
in vitro fertilization; embryo transfer procedure; or artificial insemination.

## When does coverage end?

Your coverage will end on the earliest of the following dates:

- The day immediately following the day Your employment terminates or You retire.
- The date You are no longer eligible for coverage.
- The contribution due date if You fail to make the required payment.
- The date the plan is discontinued.

During an authorized leave of absence without pay, You may continue Your coverage by paying the required monthly contributions in advance or through monthly billing.

## How do I file a claim?

### Claim Submission

Provide the University Leave Administration Team notice by completing the appropriate form found in myHR ([myhr.umsystem.edu](http://myhr.umsystem.edu)) or by calling 1-800-488-5288 or 573-882-2146. The Leave Administration Team will coordinate the claims submission process with the Claim Administrator. A claim may also be given to the Claim Administrator.

When You file an initial claim for Disability benefits described in this SPD, both the notice of claim and the required Proof should be sent to the Claim Administrator within 45 days of the end of the Elimination Period.

The following steps outline the process and actions required:

**Step 1:** The Claim Administrator will send an authorization form to You. You should sign the authorization form at Your earliest opportunity and return it to the Claim Administrator.

**Step 2:** The Claim Administrator will contact You and/or Your Physician to discuss medical information. The Claim Administrator may also contact the University to discuss Your specific job duties in detail.

**Step 3:** The Proof must be submitted to the Claim Administrator no later than 45 days after the end of the Elimination Period.

If notice of claim or Proof is not given within the time limits described in this section, the delay will not cause a claim to be denied or reduced if such notice and Proof are given as soon as is reasonably possible.

### Items to be Submitted for a Short-Term Disability Claim

When submitting Proof on an initial or continuing claim for Disability Benefit Payments, the following items may be required:

- documentation which must include, but is not limited to, the following information:
  - the date Your Disability started;
  - the cause of Your Disability;
  - the prognosis of Your Disability;
  - the continuity of Your Disability; and
- Your application for:
  - Other income;
  - Social Security disability benefits; and
  - Workers compensation benefits or benefits under a similar law.
- Written authorization for the Claim Administrator to obtain and release medical, employment and financial information and any other items the Claim Administrator may reasonably require to document Your Disability or to determine Your receipt of or eligibility for other income;
- any and all medical information, including but not limited to:
  - x-ray films; and
  - photocopies of medical records, including:
    - histories,
    - physical, mental or diagnostic examinations; and
    - treatment notes; and
- the names and addresses of all:
  - Physicians and medical practitioners who have provided You with diagnosis, treatment or consultation;
  - hospitals or other medical facilities which have provided You with diagnosis, treatment or consultation; and
  - pharmacies which have filled Your prescriptions within the past three years.

### **Initial Determination**

After You submit a claim for disability benefits to the Claim Administrator, the Claim Administrator will review Your claim and notify You of its decision to approve or deny Your claim.

Such notification will be provided to You within a reasonable period, not to exceed 45 days from the date You submitted Your claim; except for situations requiring an extension of time because of matters beyond the control of the Plan, in which case the Claim Administrator may have up to two (2) additional extensions of 30 days each to provide You such notification. If the Claim Administrator needs an extension, it will notify You prior to the expiration of the initial 45-day period (or prior to the expiration of the first 30 day extension period if a second 30 day extension period is needed), state the reason why the extension is needed, and state when it will make its determination. If an extension is needed because You did not provide sufficient information or filed an incomplete claim, the time from the date of the Claim Administrator's notice requesting further information and an extension until the Claim Administrator receives the requested information does not count toward the time period the Claim Administrator is allowed to notify You as to its claim decision. You will have 45 days to provide the requested information from the date You receive the extension notice requesting further information from the Claim Administrator.



If the Claim Administrator denies Your claim in whole or in part, the notification of the claims decision will state the reason why Your claim was denied and reference the specific Plan provision(s) on which the denial is based. If the claim is denied because the Claim Administrator did not receive sufficient information, the claims decision will describe the additional information needed and explain why such information is needed.

## What if my claim is denied?

If the Claim Administrator denies Your claim, You may appeal the decision. Upon Your Written request, the Claim Administrator will provide You free of charge with copies of documents, records and other information relevant to Your claim. You must submit Your appeal to the Claim Administrator at the address indicated on the claim form within 180 days of receiving the Claim Administrator's decision. Appeals must be in Writing and must include at least the following information:

- Name of Employee;
- Name of the Plan;
- Reference to the initial decision; and
- An explanation why You are appealing the initial determination.

As part of Your appeal, You may submit any Written comments, documents, records, or other information relating to Your claim.

After the Claim Administrator receives Your Written request appealing the initial determination, the Claim Administrator will conduct a full and fair review of Your claim. Deference will not be given to the initial denial, and the Claim Administrator's review will look at the claim anew. The review on appeal will take into account all comments, documents, records, and other information that You submit relating to Your claim without regard to whether such information was submitted or considered in the initial determination. The person who will review Your appeal will not be the same person as the person who made the initial decision to deny Your claim. In addition, the person who is reviewing the appeal will not be a subordinate of the person who made the initial decision to deny Your claim. If the initial denial is based in whole or in part on a medical judgment, the Claim Administrator will consult with a health care professional with appropriate training and experience in the field of medicine involved in the medical judgment. This health care professional will not have consulted on the initial determination, and will not be a subordinate of any person who was consulted on the initial determination.

The Claim Administrator will notify You in Writing of its final decision within a reasonable period of time, but no later than 45 days after the Claim Administrator's receipt of Your Written request for review, except that under special circumstances the Claim Administrator may have up to an additional 45 days to provide Written notification of the final decision. If such an extension is required, the Claim Administrator will notify You prior to the expiration of the initial 45-day period, state the reason(s) why such an extension is needed, and state when it will make its determination. If an extension is needed because You did not provide sufficient information, the time period from the Claim Administrator's notice to You of the need for an extension to when the Claim Administrator receives the requested information does not count toward the time the Claim Administrator is allowed to notify You of its final decision. You will have 45 days to provide the requested information from the date You receive the notice from the Claim Administrator.

If the Claim Administrator denies the claim on appeal, the Claim Administrator will send You a final Written decision that states the reason(s) why the claim You appealed is being denied and references any specific Plan provision(s) on which the denial is based. Upon Written request, the Claim Administrator will provide You free of charge with copies of documents, records and other information relevant to Your claim.

Within forty-five (45) days after you receive the notice of denial from the Claim Administrator, You may request a final review of your claim by the Plan Sponsor. Your request must be in writing and must state the reason or reasons You believe Your claim should not have been denied. You should also include with Your written

request a copy of all documents, materials or other evidence which You believe supports Your claim for benefits. Your request should be addressed to the following:

Carol Wilson  
Director, Employee Benefits  
Office of Human Resources|  
University of Missouri System  
1105 Carrie Francke Drive, Suite 108, Columbia, MO 65211  
573.882.2406 | [wilsoncaro@umsystem.edu](mailto:wilsoncaro@umsystem.edu)

The Plan Sponsor will provide You with Written notice of its decision within sixty (60) days of the date Your request for review was received by the Plan Sponsor. This sixty (60) day time period may be extended for up to an additional forty-five (45) days at the discretion of the Plan Sponsor; You will be notified of any extension in Writing by the Plan Sponsor, explaining why an extension is necessary. If the Plan Sponsor's review has to be extended due to your failure to submit necessary information to decide Your claim, the time for the Plan Sponsor's decision may be tolled from the date on which the notification of the extension is sent to You detailing the additional information that is needed, until the date the Plan Sponsor receives the additional information from You.

The Plan Sponsor's notice of its decision will include specific reasons for its decision and specific references to the provisions of the Plan on which its decision is based. The decision of the Plan Sponsor shall be final, conclusive and binding on all employees, participants and beneficiaries. The decision-maker for second-level appeals to the Plan Sponsor shall be the Vice President for Human Resources, Chief Human Resources Officer for UM System or designee.

Exhaustion of the claims and appeals procedures is mandatory for resolving every claim and dispute arising under this Plan. This means you must exhaust the available administrative remedies before you may bring an action in a court of law. Under this Plan, the plan participant or beneficiary must first seek two administrative reviews of an adverse claim decision. No such legal action may be brought more than three years after the date written proof of claim is required unless other timeframes apply under federal law.

The Claim Administrator and all persons determining or reviewing claims have full discretion to determine benefit claims under the Plan. Any interpretation, determination or other action of such persons shall be final, conclusive and binding on all persons having an interest under the Plan, shall be given deference in the event the determination is subject to judicial review, and shall be overturned by a court of law only if it is arbitrary or capricious.

## Other Information

### **Contrary Representations**

No employee, officer or agent of the University, Plan Administrator, or Claim Administrator has the authority to alter, vary, or modify the terms of this Plan except by an authorized written amendment to the Plan. No verbal representations contrary to the terms of the Plan and its written amendments are binding on the Plan, Plan Administrator, or University. The terms contained within this Plan document control.

### **Applicable Law**

The Plan shall be governed by the laws of the State of Missouri.

### **No Funding**

This Plan is a considered an unfunded benefit plan. No individual shall acquire, by reason of this Plan, any right in or title to any assets, funds, or property of the University. No employee, officer or agent of the University guarantees payment of benefits under the Plan.

**No Employment Guarantee**

The establishment of this Plan and the granting of benefits under the Plan shall not give any employee or other person the right to continued employment with the University or limit the right of the University to dismiss or modify the terms of employment of a person.

**Right to Amend or Terminate Plan**

The University has the right, in its sole and absolute discretion, to amend, modify, or terminate, in whole or in part, any or all provisions of the Plan at any time and for any reason or no reason.