

# VOLUNTARY SHORT TERM DISABILITY INSURANCE OVERVIEW

Prepared for the employees of Delmar Gardens Enterprises, Inc.

## Short Term Disability (STD) Insurance Coverage – paid by you

<b>Eligibility</b>	Active, full-time Employees of the Employer regularly working a minimum of 37.5 hours per week in the United States, who are citizens or permanent resident aliens of the United States.	
<b>Eligibility Waiting Period</b>	First of the month following 90 days of active service.	
<b>Weekly Benefit</b>	<b>Benefit Amount</b>	Up to 60% of your weekly covered earnings
	<b>Maximum</b>	\$1,000 per week
<b>Elimination Period</b>	You must be disabled for 30 days from accident and 30 days from sickness.	
<b>Benefit Duration</b>	Once you qualify for benefits under this plan, you continue to receive them until the end of the 26 week benefit period, or until you no longer qualify for benefits, whichever occurs first.	

## Short Term Disability Plan Details & Features

### Definition of Disability

Disability means that, solely because of a covered injury or sickness, you are unable to perform the material duties of your regular occupation and you are unable to earn 80% or more of your covered earnings from working in your regular occupation. We will require proof of earnings and continued disability.

### Covered Earnings

Covered earnings means your wages or salary, not including bonuses, commissions, overtime pay and other extra compensation.

### Earnings While Disabled

Benefits will be reduced for any week that benefits plus income from employment exceeds 100% of weekly covered earnings.

### Pre-existing Conditions

Benefits are not payable for medical conditions for which you incurred expenses, took prescription drugs, received medical treatment, care or services (including diagnostic measures,) or for which a reasonable person would have consulted a physician during the 3 months just prior to the most recent effective date of insurance.

Benefits are not payable for any disability resulting from a pre-existing condition unless the disability occurs after you have been insured under this plan for at least 12 months after your most recent effective date of insurance.

### Cost

The cost of this insurance program is paid by you. The cost of this coverage is \$0.44 per \$10 of weekly covered benefit. *Costs are subject to change.*

## Additional Plan Details & Features

### Termination of Disability Benefits

Your benefits will terminate on the earliest of any of the following dates: the date the insurance company determines you are no longer disabled; the date you earn from any occupation more than the percentage of covered earnings as defined in your definition of disability; the date the maximum benefit period ends; the date you cease to get appropriate care; the date you die; the date you refuse to participate without good cause in all required phases of the rehabilitation plan; the date you fail to cooperate with us in the administration of the claim. Benefits may be resumed if you begin to cooperate in the rehabilitation plan within 30 days of the date benefits terminated.

## Effects of Other Income Benefits

The disability benefit provided by this plan is a total benefit; that is, it will be reduced by any disability benefits payable on behalf of you or your dependents, or a qualified third party on behalf of you or your dependents, whether or not you are actually receiving them.

Other income sources that may reduce your benefits under this plan include:

- Any Social Security disability or retirement benefits you or any third party receive (or are assumed to receive) on your own behalf; or which your dependents receive (or are assumed to receive) because of your entitlement to such benefits.
- Benefits payable by a Canadian and/or Quebec provincial pension plan.
- Amounts payable under the Railroad Retirement Act.
- Amounts payable under local, state, provincial or federal government disability or retirement plan or law as it pertains to the employer.
- Employer-paid portion of company retirement plan benefits.
- Amounts payable by company sponsored sick leave or salary continuation plan.
- Amounts payable by any franchise or group insurance or similar plan.
- Benefits payable under work-loss provisions of any mandatory "no fault" auto insurance.
- Any amounts paid on account of loss of earnings or earning capacity through settlement, judgment, arbitration or otherwise, where a third party may be liable, regardless of whether liability is determined.
- Amounts payable under any workers' compensation (including temporary or permanent disability benefits), occupational disease, and unemployment compensation. This includes damages, compromises or settlements paid in place of such benefits, whether or not liability is admitted.

Income sources that **WILL NOT** reduce your benefits under this plan are:

- Benefits paid by personal, individual disability income policies.
- Individual deferred compensation agreements.
- Employee savings plans, including thrift plans, stock options or stock bonuses.
- Individual retirement funds, such as IRA or 401(k) plans.
- Profit-sharing, investment or other retirement or savings plans maintained in addition to an employer-sponsored pension plan.

## Exclusions

This plan does not pay benefits for a disability which results, directly or indirectly, from any of the following: Suicide, attempted suicide, or whenever you injure yourself on purpose; war or any act of war, whether or not declared; active participation in a riot; commission of a felony; cosmetic surgery or medically unnecessary surgical procedures, an injury or sickness for which you are entitled to benefits from Workers' Compensation or occupational disease law, an injury or sickness that is work-related; the revocation, restriction or non-renewal of your license, permit or certification necessary for you to perform the duties of your occupation, unless solely due to injury or sickness otherwise covered by the policy.

In addition, we will not pay disability benefits for any period of disability during which you are incarcerated in a penal or corrections institution for any reason.

## Plan Termination

Coverage terminates if the group policy is terminated, if you cease to be in active service, if you are no longer a member of an eligible class of employees, the day after the last date for which premium has been paid by you or the employer, or the date you become eligible for a plan of benefits intended to replace this coverage.

If you are disabled and receiving benefits under this plan, your benefits and coverage will continue until the expiration of your benefit period, or until you no longer qualify for benefits under the plan, whichever comes first.

## When Coverage Takes Effect

Your coverage takes effect on the later of the program's effective date, the date you become eligible, the date we receive your completed enrollment form, or the date you authorize any necessary payroll deductions.

If you have to submit evidence of good health, your coverage takes effect on the date we agree, in writing, to cover you.

If you're not actively at work on the date your coverage would otherwise take effect, you'll be covered on the date you return to work.