

**AMERICAN UNITED LIFE INSURANCE COMPANY®  
INDIANAPOLIS, INDIANA 46206-0368**

**SHORT TERM DISABILITY INCOME PLAN  
SUMMARY PLAN DESCRIPTION**

PLAN CHANGE EFFECTIVE DATE: June 1, 2020

PLAN NAME: Butler University Employee Short Term Disability Benefit Plan  
PLAN ADMINISTRATOR: Butler University (Employer)  
PLAN SPONSOR: Butler University (Employer)

ADDRESS OF EMPLOYER / PLAN ADMINISTRATOR  
4600 Sunset Avenue  
Indianapolis, IN 46208

TELEPHONE NUMBER: (317) 940-6380

Employer Tax Identification Number: 35-0867977

Employer Plan Number: 612853

American United Life Insurance Company® System Plan Number: 612853

The Employer self-insures the Short Term Disability Income Plan on the effective date above.

The Plan is set forth within this Summary Plan Description and applies to all employees who are Actively At Work on or after the Plan Effective Date.

American United Life Insurance Company® (AUL) and/ or its third party claims administrator is the claims administrator for the Plan, and does not underwrite or insure the Plan.

AUL will administer claims in accordance with the agreement between Butler University and AUL.

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**SECTION 1 - SCHEDULE OF BENEFITS**

ELIGIBLE CLASS	All Active, Eligible Full-Time Employees working 37.5 hours per week.
CLASS NUMBER	01
REQUIREMENT FOR FULL-TIME EMPLOYEES	37.5 hours or more per week. See Section 3.
BASIC WEEKLY EARNINGS DESCRIPTION	Basic Weekly Earnings Including Academic Year Department Head, Faculty and Staff Stipends, Shift Differentials, and Plan Contributions, but not Overtime, Bonuses or Commissions. See Section 2.
CONTINUATION OF PLAN PARTICIPATION UNDER THE FAMILY AND MEDICAL LEAVE ACT (FMLA)	This benefit is included for this class. See Section 6.
CONTINUATION OF PLAN PARTICIPATION DURING LEAVE OF ABSENCE	This benefit is included for this class. See Section 6A.
ELIMINATION PERIOD	The later of any accumulated sick leave or
INJURY	7 days. See Section 2.
SICKNESS	7 days. See Section 2.
INDIVIDUAL EFFECTIVE DATE EMPLOYEES	Employer's Effective Date if the Employee has satisfied his Waiting Period on or before said date, otherwise immediately following the Waiting Period See Section 3
MAXIMUM BENEFIT DURATION	12 weeks. See Section 2.
MAXIMUM WEEKLY BENEFIT	\$3,000. See Section 2.
MINIMUM WEEKLY BENEFIT	\$25. See Section 8.
OCCUPATIONAL INJURY OR SICKNESS	24 Hour Injury See Section 2.
RECURRENT DISABILITY	14 days. See Section 8.
REINSTATEMENT OF PLAN PARTICPATION	This benefit is included for this class. See Section 5a
RETURN TO WORK	This benefit is included for this class. See Section 8.

**SECTION 1 - SCHEDULE OF BENEFITS**

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RESIDUAL BENEFIT	This benefit is included for this class. See Section 8.
SOCIAL SECURITY INTEGRATION	Direct Full Family
TOTAL DISABILITY DEFINITION	Regular Occupation. See Section 2.
WAITING PERIOD	None. See Section 2.
WEEKLY BENEFIT	60% of Basic Monthly Earnings not to exceed Maximum Weekly Benefit of \$3,000.  The Weekly Benefit will be reduced by Other Income Benefits. See Section 8.

## SECTION 2 - DEFINITIONS

ACTIVE WORK and ACTIVELY AT WORK means the use of time and energy in the services of the Employer at the regular place of employment, or an alternative worksite as approved by the Employer, by an Employee who is physically and mentally capable of performing each of the Material and Substantial duties of his Regular Occupation and who is a Full-Time Employee. If the alternative worksite is located outside of the United States or Canada, the Employee will be considered to be Actively at Work unless the Employee is outside of the United States or Canada for more than 6 months in any 12 month period.

Active Work does not include periods of time when an Employee is not Actively at Work following an Injury, accidental bodily injury, Sickness, strike, lock-out, or Temporary Layoff.

This includes time off for vacation, jury duty, paid holidays, and funeral leave, where the Employee could have been Actively at Work on that day.

BASIC WEEKLY EARNINGS means the Employee's gross weekly income in U.S. dollars, before taxes, received from the Employer not to exceed a maximum workweek of 40 hours. Gross weekly income includes earnings received from academic year department head, faculty and staff stipends, shift differentials, and pre-tax contributions to an Employer sponsored defined contribution plan and a cafeteria plan, if any. Earnings do not include income received from commissions, bonuses, overtime, extra compensation, or expense accounts.

If the Employee is paid his annual gross income in less than 52 weeks, the Basic Weekly Earnings shall equal 1/52 of the annual gross income.

CHILD(REN) means a minor related by blood, marriage or court order that can be claimed as a dependent for federal income tax purposes, such as:

- 1) natural born child (ren) of the Employee;
- 2) legally adopted child(ren) of the Employee from the time of placement in the Employee's home and the filing of documents with the court to adopt;
- 3) stepchild(ren) who lives with the Employee; and
- 4) child(ren) for whom the Employee has legal guardianship.

COSMETIC SURGERY means surgery that is performed to change the texture, shape or structure of any part of the human body for the purpose of creating a different visual appearance.

COVERAGE MONTH means that period of time beginning on the Employee's Individual Effective Date, and continuing from the first day and ending on the last day of each succeeding Plan Month.

CURRENT WEEKLY INCOME means the income an Employee receives while Disabled. Current Weekly Income does not include income from vacation pay, paid time off pay, holiday pay, or any documented formal salary continuation plan for sickness or injury received by the Employee after his Date of Disability.

If an Employee is employed in a second job, at the same time he is Actively at Work as a Full-Time Employee for the Employer, and becomes Disabled under this Plan, the following will apply during the Elimination Period and while receiving Disability benefits under this Plan:

- 1) any income received from the second job will be considered Current Weekly Income only to the extent that it exceeds the average weekly income received from that job during the 6-month period immediately prior to becoming Disabled; and
- 2) if the Employee has worked for the second employer less than 6 months, the income will be averaged for the total number of months he was employed.

If an Employee receives Current Weekly Income in a Lump Sum, the Lump Sum Payment provision will apply.

## SECTION 2 - DEFINITIONS

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DATE OF DISABILITY means the first date the Employee is Disabled.

DATE OF HIRE means the first day the Employee is Actively at Work in an eligible class for the Employer.

DISABILITY and DISABLED mean both Total Disability and Totally Disabled and Partial Disability and Partially Disabled.

ELIGIBILITY DATE means the date that an Employee in an eligible class has satisfied his Waiting Period.

ELIMINATION PERIOD means a period of consecutive days of Disability for which no benefit is payable. The Elimination Period is set forth on the Schedule of Benefits and begins on the first day of Disability.

EMPLOYEE means any individual who is a full-time employee (including owners, proprietors, partners, members or corporate officers) of the Employer whose employment with the Employer constitutes his principal occupation;

- 1) who works at that occupation a minimum number of hours as stated by the Employer;
- 2) who is working at the Employer's regular place of business which may include an alternative worksite if approved by the Employer;
- 3) who is not a temporary or seasonal Employee; and
- 4) who is authorized to work in the United States under applicable state and federal laws; or
- 5) if approved by the Employer:
  - a) who legally works and resides in Canada;
  - b) who legally works in the United States and resides in Canada; or
  - c) who legally works in Canada and resides in the United States.

EMPLOYER means Butler University, the entity for which the Employee performs services and which has the right to control what will be done and how it will be done. An Employer has the right to control the details of how the services are performed by the Employee. The Employer is the entity or organization for which the Employee performs his occupation, and is required to withhold and pay income, social security, and Medicare taxes on wages.

EMPLOYER'S RETIREMENT PLAN means any defined benefit or defined contribution plan that provides retirement benefits to Employees and that is not funded wholly by Employee contributions. It includes any retirement plan that:

- 1) is part of any federal, state, county, municipal or association retirement system; and
- 2) that an Employee is eligible for as a result of his employment with the Employer.

It does not include:

- 1) profit sharing plans;
- 2) thrift or savings plans;
- 3) Individual Retirement Accounts (IRAs) or Roth IRAs funded wholly by an Employee's contributions;
- 4) Tax Sheltered Annuities (TSA);
- 5) stock ownership plans (ESOP);
- 6) nonqualified deferred compensation plans, including 457 plans;
- 7) Keogh, 401(k) or 403(b) plans; or
- 8) Veteran Administration Benefits except benefits that are a result of the same Disability for which a Weekly Benefit is payable under this Plan.

FAMILY SOCIAL SECURITY BENEFITS means benefits that an Employee, his Spouse or Child(ren) are entitled to receive as a result of the Employee's eligibility for disability benefits or old age benefits through the Federal Social Security Administration.

## SECTION 2 - DEFINITIONS

FULL-TIME means the number of hours set by the Employer as a regular work day for Employees in an Eligible Class as stated on the Schedule of Benefits.

GOOD CAUSE means a medical reason preventing participation in the Rehabilitation Plan. Satisfactory proof of Good Cause must be provided to the Plan.

GROSS WEEKLY BENEFIT means an Employee's Weekly Benefit before any reduction for Other Income Benefits.

INJURY means a sudden, unforeseen and unexpected event that occurs independently of all other causes and causes physical harm to the Employee. This includes all other conditions related to the same Injury.

MALE PRONOUN whenever used includes the female.

MATERIAL AND SUBSTANTIAL DUTIES means duties that:

- 1) are normally required for the performance of an occupation; and
- 2) cannot be reasonably omitted or modified.

MAXIMUM BENEFIT DURATION means the maximum amount of time that benefits will be payable for Disability. This amount of time is stated on the Schedule of Benefits.

MAXIMUM CAPACITY means, based on the Employee's restrictions and limitations, the greatest extent of work the Employee is able to do in his Regular Occupation.

MAXIMUM WEEKLY BENEFIT means the maximum amount of benefit payable to an Employee on a weekly basis as stated on the Schedule of Benefits.

MEDICALLY NECESSARY means health care services that a Physician, exercising prudent clinical judgment, would provide to an Employee for the purpose of evaluating, diagnosing or treating a Sickness or Injury, or its symptoms, and that are:

- 1) in accordance with the generally accepted standards of medical practice;
- 2) clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the Employee's Sickness or Injury; and
- 3) not primarily for the convenience of the Employee or Physician, or other Physician, and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that Employee's Sickness or Injury.

MENTAL ILLNESS means a psychiatric or psychological condition classified in the *Diagnostic and Statistical Manual of Mental Health Disorders (DSM)*, published by the American Psychiatric Association, most current as of the start of a Disability. Such disorders include, but are not limited to, psychotic, emotional or behavioral disorders, or disorders related to stress or to substance abuse or dependency. If the *DSM* is discontinued or replaced, these disorders will be those classified in the diagnostic manual then used by the American Psychiatric Association as of the start of a Disability.

NON-DISABLING means no other benefits are payable under this Plan as a result of the condition for which the treatment was rendered.

## SECTION 2 - DEFINITIONS

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OTHER INCOME BENEFITS means those benefits listed below that the Employee, his Spouse or Child(ren) are entitled to receive. It includes any benefit for which they are eligible, or that is paid to them or a Third Party on their behalf, including:

- 1) disability income benefits, including any damages or settlements made in place of such benefits (whether or not liability is admitted) under:
  - a) any Workers' or Workmen's Compensation Law;
  - b) The Jones Act;
  - c) Maritime Doctrine of Maintenance, Wages or Cure;
  - d) Longshoremen's and Harbor Workers' Act;
  - e) any automobile liability or "no fault" motor vehicle plan, whichever is applicable;
  - f) state compulsory benefit law, including any state disability income benefit law or similar law,
  - g) disability benefits from the Veteran's Administration, or any other foreign or domestic governmental agency, that begins *after* an Employee becomes Disabled. This includes the amount of any increase in a benefit that an Employee was receiving prior to becoming Disabled if the increase is attributed to the same disability for which the Employee is currently receiving a Weekly Benefit under this Plan; and
  - h) any other similar act or law;
- 2) any disability income benefit for which the Employee is eligible under any other employee welfare benefit plan, or arrangement of coverage, whether insured or not, including Salary Continuance as a result of the Employee's employment with the Employer
- 3) retirement and/or disability income benefits paid under an Employer's Retirement Plan except for amounts attributable to an Employee's contributions;
- 4) any disability income or retirement benefit that has been received or is eligible to be received from:
  - a) the Social Security Administration or any similar law, plan or act, including the initial enactment and all amendments;
  - b) the Canada Pension Plan;
  - c) the Quebec Pension Plan;
  - d) the Railroad Retirement Act; or
  - e) any other state, provincial or local government act or law or any other similar act or law provided in any jurisdiction; and
- 5) any Current Weekly Income. Current Weekly Income does not include income from vacation pay, paid time off pay, holiday pay, or any documented formal salary continuation plan for sickness or injury received by the Employee after his Date of Disability.

The following items are NOT considered Other Income Benefits and will not be deducted from the Gross Weekly Benefit payable to the Employee:

- 1) profit sharing plans;
- 2) thrift or savings plans;
- 3) Individual Retirement Accounts (IRA) or Roth IRAs funded wholly by an Employee's contributions;
- 4) tax sheltered annuities (TSA);
- 5) stock ownership plans (ESOP);
- 6) nonqualified deferred compensation plans, including 457 plans;
- 7) Keogh, 401(k) or 403(b) plans;
- 8) Veteran Administration Benefits except those benefits that are a result of the same Disability for which a Weekly Benefit is payable under this Plan;
- 9) credit disability insurance;
- 10) pension plans for partners;
- 11) individual disability policies paid for by the Employee and not sponsored by the Employer;
- 12) Social Security Widow's benefits paid under the deceased Spouse's earnings record;
- 13) Social Security retirement income received by the Employee if his disability begins after age 62 and he was already receiving Social Security retirement income payments;
- 14) Retirement plans from other employers;

## SECTION 2 - DEFINITIONS



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PARTIAL DISABILITY and PARTIALLY DISABLED mean that because of Injury or Sickness the Employee cannot perform the Material and Substantial Duties of his Regular Occupation as a Full-Time Employee, but:

- 1) is performing at least one of the Material and Substantial Duties of his Regular Occupation Job, or another occupation, on a part or full-time basis;
- 2) his Current Weekly Income is less than 80% of his Indexed Pre-Disability Earnings due to the same Injury or Sickness that caused his Disability; and
- 3) he is under the Regular Attendance of a Physician for that Injury and Sickness.

Loss of occupational license for any reason does not in itself constitute Partial Disability.

PHYSICIAN means a qualified, state licensed doctor of medicine or osteopathy, and any other licensed health care provider that state law requires to be recognized as a Physician, practicing within the scope of his license and applicable law. Physician does not include a Physician employed by the Employer, an Employee or anyone related to an Employee by blood, marriage, civil union, or domestic partnership.

PLAN: Refers to the short term disability benefits provided by the Employer and affiliates.

PRE-DISABILITY EARNINGS means the Employee's Basic Weekly Earnings in effect immediately prior to his Date of Disability.

REGULAR ATTENDANCE means that an Employee:

- 1) personally visits a Physician as medically required according to standard medical practice, to effectively manage and treat the Employee's Disability;
- 2) is receiving the most appropriate treatment and care that will maximize his medical improvement and aid in his return to work; and
- 3) is receiving care by a Physician whose specialty or clinical experience is appropriate for the Disability.

REHABILITATION PLAN means a written plan designed to enable the Employee to return to work. The Rehabilitation Plan will consist of one or more of the following phases:

- 1) rehabilitation, under which the Plan may provide, arrange or authorize education, vocational or physical rehabilitation or other appropriate services;
- 2) work, which may include modified work and work on a part-time basis.

SALARY CONTINUANCE means vacation pay, sick leave pay and/or paid time off pay, holiday pay and a documented formal salary continuation plan for Sickness or Injury received by an Employee after his Date of Disability.

SICKNESS means illness, bodily disorder or disease, Mental Illness, normal pregnancy and Complications of Pregnancy. Complications of Pregnancy is defined as a concurrent disease or abnormal conditions significantly affecting the usual medical management of pregnancy.

SOCIAL SECURITY means the United States Social Security Act or any similar law, plan or act including the initial enactment and all amendments.

SPOUSE means:

- 1) an individual to whom the Employee is legally married; or
- 2) the Employee's civil union partner or domestic partner, as defined by applicable law.

Spouse does not include an individual from whom the Employee is divorced or from whom the Employee has dissolved a civil union or a domestic partnership.

TOTAL DISABILITY and TOTALLY DISABLED mean that because of Injury or Sickness:

- 1) an Employee cannot perform the Material and Substantial Duties of his Regular Occupation Regular Job;
- 2) an Employee is not working in any occupation; and

## SECTION 2 - DEFINITIONS

## **SECTION 2 - DEFINITIONS**

3) an Employee is under the Regular Attendance of a Physician for that Injury or Sickness.

Loss of occupational license for any reason does not in itself constitute Total Disability.

WAITING PERIOD means the period time, starting on the Date of Hire, that an Employee must be continuously Actively at Work. The Waiting Period is stated in the Schedule of Benefits.

WEEKLY BENEFIT means the amount payable weekly to the Disabled Employee. It is the Gross Weekly Benefit, reduced by Other Income Benefits.

**SECTION 3 – INDIVIDUAL EFFECTIVE  
DATE FOR PLAN PARTICIPATION**

**INDIVIDUAL EFFECTIVE DATE:** An Employee who is in an eligible class as stated in the Schedule of Benefits and has satisfied his Waiting Period, becomes eligible to participate under the Plan on the later of:

- 1) the Plan Effective Date;
- 2) the day immediately following completion of the Waiting Period.

Employees must be Actively At Work to be eligible for Plan Participation. If the Employee is not Actively At Work on the date participation under the Plan would otherwise become effective, the Individual Effective Date is the date the Employee Returns to full-time Active Work.

Except as noted in the Reinstatement Provision, if an Employee terminates participation in the Plan and later wishes to reapply, or if a former Employee is rehired, a new Eligibility Waiting Period must be satisfied. An Employee is not required to satisfy a new Eligibility Waiting Period

**SECTION 4 - CHANGES IN COVERAGE UNDER PLAN**

If the Employee is not Actively at Work on the approved Plan change date, any Plan change in the amount of coverage takes effect on the date the Employee returns to Active Work.

## SECTION 5 – TERMINATION OF PLAN PARTICIPATION

INDIVIDUAL TERMINATIONS: An Employee will cease Plan participation on the EARLIEST of the following dates:

- 1) the date the Plan terminates or ceases to exist;
- 2) the date the Employee is no longer in an eligible class;
- 3) the date the Employee's class, as stated on the Schedule of Benefits, is no longer covered under this Plan;
- 4) the date employment terminates. However, Plan participation will be continued for an Employee during any temporary Leave of Absence according to the Continuation of Plan Participation under the Family and Medical Leave Act; and
- 5) the date the Employee ceases Active Work. However, Plan participation will be continued for an Employee during any temporary Leave of Absence according to the Continuation of Plan Participation under the Family and Medical Leave Act;
- 6) the date the Employee enters active military service for any country, except for temporary duty of 30 days or less; and
- 7) the date benefits end for failure to comply with the terms and conditions of the Plan.

If an Employee's Plan participation is terminated due to the termination of this Plan, the Employee's rights under this Plan are terminated on the date that this Plan terminated.

EXTENDED BENEFIT: If the Employee is Disabled on the date his Plan participation terminates, benefits for Disability will be paid:

- 1) after the Elimination Period has been met, if the Employee is not already receiving a Weekly Benefit;
- 2) during the uninterrupted continuance of the same period of Disability; and
- 3) subject to the provisions and benefits of this Plan.

Benefits will be extended to the EARLIEST of the following:

- 1) the date Current Weekly Income equals or exceeds 80% of the Indexed Pre-Disability Earnings;
- 2) the date that the Employee ceases to be Disabled;
- 3) the date the Plan terminates or ceases to exist;
- 4) the date the Employee dies;
- 5) the date the Maximum Benefit Duration, shown on the Schedule of Benefits, is completed;
- 6) the date the Employee fails to give Plan's claim administration or the Employer required proof of Disability or information required by Plan's claims administrator or the Employer to determine if any benefits are owed under this Plan;
- 7) the date the Employee refuses to allow an examination requested by Plan's claims administrator or the Employer;
- 8) the date the Employee is no longer under the Regular Attendance and care of a Physician; or
- 9) the date the Employee leaves the United States or Canada and establishes his residence in any other country. An Employee will be considered to reside outside these countries when the Employee has been outside the United States or Canada for a total period of 6 months or more during any 12 consecutive months of benefits.

## **SECTION 5A – REINSTATEMENT OF PLAN PARTICIPATION**

An Employee's participation may be reinstated if it ends because the Employee is on an unpaid leave of absence.

An Employee's participation may be reinstated only if reinstatement occurs within 12 weeks from the date participation ends due to an Employer approved unpaid leave of absence or must be returning from military service pursuant to the Uniformed Services Employment and Reemployment Act of 1994 (USERRA). For participation to be reinstated the following conditions must be met.

1. An Employee must be in a Class of Eligible Employees.
2. A written request for reinstatement must be received by the Plan within 31 days from the date an Employee returns to Active Service.

Reinstated participation will be effective on the date the Employee returns to Active Service. If an Employee did not fully satisfy the Waiting Period before participation ended due to an unpaid leave of absence, credit will be given for any time that was satisfied.

**SECTION 6 - CONTINUATION OF PLAN PARTICIPATION  
UNDER THE FAMILY AND MEDICAL LEAVE ACT**

CONTINUATION OF PLAN PARTICIPATION UNDER THE FAMILY AND MEDICAL LEAVE ACT. If the Employer correctly approves a leave of absence under the Federal Family and Medical Leave Act (FMLA), an Employee's participation under this Plan will be continued as stated in this Section. Plan Participation will continue while an Employee's leave is covered under FMLA, until the end of the later of:

- 1) the leave period permitted under FMLA or
- 2) the leave period permitted by applicable state law.

Plan Participation continued under this Section is subject to the following requirements:

- 1) the Employer has approved an Employee's leave in writing as a leave taken under FMLA;
- 2) Basic Weekly Earnings will be the amount the Employee's Basic Weekly Earnings in effect prior to the date the Employee's family or medical leave began.

Continuation of Plan Participation under this provision will cease on the earliest of the following:

- 1) the date an Employee dies;
- 2) the date an Employee begins full or part-time employment with another employer;
- 3) the date this Plan terminates or ceases to exist;
- 4) the date an Employee's class is no longer offered under this Plan;
- 5) the date an Employee no longer qualifies for a Leave of Absence or participation in an eligible class, as stated in the Schedule of Benefits; or
- 6) the date an Employee requests termination of Plan participation, but not prior to the date of request; or
- 7) the date an Employee enters active military service for any country, except for temporary duty of 30 days or less.

All terms and conditions of this Plan will apply during the approved continuation period provided under this Section, unless otherwise stated. While Plan Participation is being continued under this Section, the Employee will be considered exempt from the requirements listed below:

- 1) the Actively at Work definition; and
- 2) the applicable number of hours needed to meet the requirement for Full-Time Employee, as stated in the Schedule of Benefits.

If the Plan has approved more than one type of Leave of Absence for the Employee during any one period, such leaves will be considered to be concurrent for the purpose of determining how long the Employee's coverage may continue under this Plan.

**SECTION 6A - CONTINUATION OF PLAN PARTICIPATION  
DURING A LEAVE OF ABSENCE AND SABBATICAL**

LEAVE OF ABSENCE references in this Section means the Employee is absent from Active Work for a temporary period of time that has been agreed to in advance and in writing by the Employer and includes Sabbaticals.

CONTINUATION OF PLAN PARTICIPATION DURING A LEAVE OF ABSENCE OR SABBATICAL: If the Plan approves a Leave of Absence or a sabbatical, an Employee's participation under this Plan will be continued until 12 months following cessation of Active Work, subject to the following requirements:

- 1) the Employer has approved a Employee's Leave of Absence in writing;
- 2) Basic Weekly Earnings will be the amount in effect prior to the date the Employee's Leave of Absence began.

Continuation of Plan Participation under this provision will cease on the EARLIEST of the following:

- 1) the date an Employee dies;
- 2) the date an Employee begins full or part-time employment with another employer;
- 3) the date this Plan terminates or ceases to exist;
- 4) the date an Employee notifies the Employer that he will not be returning to Active Work;
- 5) the date an Employee's class is no longer offered under this Plan;
- 6) the date an Employee no longer qualifies for a Leave of Absence or participation in an eligible class, as stated in the Schedule of Benefits; or
- 7) the date an Employee enters active military service for any country, except for temporary duty of 30 days or less.

All terms and conditions of this Plan will apply during the approved continuation period provided under this Section, unless otherwise stated. While Plan participation is being continued under this Section, the Employee will be considered exempt from the requirements listed below:

- 1) the Actively at Work definition; and
- 2) the applicable number of hours needed to meet the requirement for Full-Time Employee, as stated in the Application.

If the Plan has approved more than one type of Leave of Absence for the Employee during any one period, such leaves will be considered to be concurrent for the purpose of determining how long the Employee's coverage may continue under this Plan.



## SECTION 7 - GENERAL PLAN PROVISIONS

**AGENCY:** For all purposes of this Plan, the Employer acts on behalf of itself or as agent for the Employee. Under no circumstances will the Employer be deemed the agent of AUL.

**AMENDMENT AND CHANGES:** This Plan may be amended at anytime by the Employer without the consent of or notice to any other individual. Any amendment will be in writing and communicated to the Employee. Any amendment will be without prejudice to any loss incurred prior to the effective date of the amendment.

**ASSIGNMENT:** No assignment of any present or future right or benefit under this Plan will bind AUL without its prior written consent and when permitted under applicable laws.

**CLASS MEMBERSHIP:** The employee may only participate under one Class at any time.

**CLERICAL ERROR:** If a clerical error is made in keeping records on the coverage under this Plan, it will not affect otherwise valid Plan participation. A clerical error does not continue Plan Participation which is otherwise terminated, make Plan participation effective when it should not have been or change the amount of coverage provided by the provisions of this Plan.

**CONFORMITY WITH STATE LAWS:** Any provision of this Plan in conflict with the laws of the state in which it is delivered, is amended to conform to the minimum requirements of those laws.

**ENFORCEMENT OF PLAN TERMS:** If at any time the Plan does not enforce a provision of the Plan, the Plan will still retain its right to enforce that provision at its option.

**FRAUD:** Applicable state laws require Plan to undertake measures to detect, investigate, and pursue prosecution for fraud.

**RELATIONSHIP:** AUL and the Employer are, and will remain, independent contractors. Nothing in this Plan or the Administrative Services Agreement shall be construed as making the parties joint ventures or as creating a relationship of employer and employee, master and servant or principal and agent. Neither party has any power, right or authority to bind the other or to assume or create any obligation or responsibility on behalf of the other. AUL and the Employers each retain exclusive control of their time and methods to perform their respective duties. AUL and the Employer will employ, pay and supervise their own employees and pay their own expenses. The Employer is required to familiarize itself with all relevant state and federal laws including applicable banking, MEWA, plan sponsor, plan administrator, and fiduciary laws. Any violation of federal or state law will require Employer to reimburse AUL for any and all damages or fines imposed on AUL as well as AUL's reasonable attorney's fees incurred due to Employer's violations and/or any violations incurred by any representative of Employer, in which AUL is made party thereof.

**WORKERS' COMPENSATION AND WORKMEN'S COMPENSATION NOT AFFECTED:** This Plan is not in lieu of, and does not affect any requirement for coverage by Workers' or Workmen's Compensation Coverage.

## SECTION 7 - GENERAL PLAN PROVISIONS

## SECTION 7A - CLAIM PROCEDURES

**INITIAL NOTICE OF DISABILITY:** Written notice of Disability must be given to the [Employer or its] claims administrator within 30 days following the Date of Disability. Written notice should contain sufficient information to identify the Employee. Notices are not considered given until received by the [Employer, ] its claims administrator, or any authorized agent of the Plan or claims administrator in writing. Failure to furnish such notice within such time shall not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such notice and that such notice was furnished as soon as was reasonably possible.

**CLAIM FORMS FOR PROOF OF LOSS:** Upon receipt of the Initial Notice of Disability, the Plan, or its claims administrator will furnish the Employee with any necessary claim forms. These forms must be properly, accurately and truthfully completed and returned to the Plan or its claims administrator. If, for any reason, the Employee does not receive a claim form within 15 days of request, the Employee should submit written proof of Disability. The initial claim form or proof of Disability must show:

- 1) the claimant's name;
- 2) the Employer's name and address;
- 3) the Plan number;
- 4) the date Disability started;
- 5) the cause of Disability;
- 6) the nature and extent of the Disability;
- 7) that the claimant is under the appropriate care of a doctor;
- 8) the appropriate documentation of the claimant's earnings and activities; and
- 9) the name and address of any hospital, health provider, health facility or institution where the claimant has received treatment, including the names of all attending and treating doctors.

The initial claim form or proof of Disability must be signed by a Physician and sent to the Plan, or its claims administrator within 90 calendar days of the end of the Elimination Period. If it is not possible to give proof within these limits, it must be given as soon as reasonably possible. Proof of claim may not be given later than one year after the time proof is otherwise required, except in the absence of legal capacity.

The Plan, or its claims administrator will also periodically send the Employee additional claim forms or requests for information necessary to determine eligibility for benefits under this Plan. These subsequent completed claim forms and requests for information must be returned to the Plan or its claims administrator within 30 days after the Employee receives them. If requested forms and/or information are not received from the Employee, the Plan reserves the right to deny continued benefits for failure to provide proof of continuous disability as required by this Plan.

**PHYSICAL EXAMINATION:** The Plan, at its own expense, has the right to have an Employee examined, hospitalized and/or tested to determine the existence of any Disability that is the basis for a claim. This right may be exercised as often as is reasonably necessary, as determined by the Plan, and must be performed by a Physician of the Plan's, or its claims administrator's choice. If the Employee fails to comply with the Plan's requests for Physical Examination, the Employer reserves the right to deny benefits. The Plan may, at its expense, require an autopsy unless prohibited by law.

**LEGAL ACTION:** No legal action for (i) recovery of benefits under the Plan; (ii) enforcement of the Employee's rights under the terms of the Plan; or (iii) clarification of the Employee's right to future benefits under the terms of the Plan may be brought to obtain benefits under this Plan:

- 1) for at least 60 days after proof of loss is required; and
- 2) before any denial or reduction of benefits by the Employer or its claims administrator has been appealed properly in writing; or
- 3) beyond the expiration of the applicable statute of limitations from the time proof of loss is required to be given. If no statute of limitations is given, then after 1 year following the expiration of the time within which proof of loss is required by the Employer.

## SECTION 7A - CLAIM PROCEDURES

## SECTION 7A - CLAIM PROCEDURES

**TIME OF PAYMENT OF CLAIMS:** When the Employer or its claims administrator receives a claim form or proof of Disability, benefits payable under this Plan will be paid as follows:

- 1) if the claim is filed electronically, within thirty (30) days after the date the claim is received by the Employer or its claims administrator: or
- 2) if the claim is filed on paper, within forty-five (45) days after the date the claim is received by the Employer or its claims administrator.

If Employer or its claims administrator fail to pay or deny a claim within the time limits specified above, the Plan may be required to pay interest on the claim as allowable by state law.

**PAYMENT OF CLAIMS:** All benefits are payable to an Employee. If an Employee dies before a benefit to which he was entitled is paid, the Plan has the right to pay up to \$10,000 to any of the Employee's living relatives to whom the Employer or its claims administrator considers entitled to such benefits. If the Plan pays benefits in good faith to a living relative who it considers entitled to such benefits, then the Plan will have no obligation to pay such benefits again. The Weekly Benefit will be calculated and paid in United States dollars, and when necessary, it will be based on the exchange rate effective on the first day of the Elimination Period.

**RIGHT TO APPEAL:** When this Plan is governed by ERISA, if an Employee wishes to appeal the decision made by the Employer or its claims administrator, Employees or their authorized representatives are allowed 180 days following receipt of a notification of an adverse benefit determination within which to appeal the determination. Employees are allowed the opportunity to submit written comments, documents, records and other information relating to the claim for benefits. The Employee is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the Employee's claim for benefits. Whether a document, record or other information is relevant to a claim for benefits shall be determined by reference to paragraph (m)(8) of 29 C.F.R. § 2560.503-1. The Employer or its claims administrator will review the claim promptly after receiving the Employee's request to review the denial of all or part of his claim. The Employer's or its claims administrator's review will take into account all written comments, documents, records and other information submitted by the Employee relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. An Employee has a right to obtain the information about any voluntary appeal procedures offered by the Plan described in paragraph (c)(3)(iv) of 29 C.F.R. § 2560.503-1 and has a right to bring an action under section 502(a) of ERISA. The Employer or its claims administrator will advise the Employee of the results of their review within 45 days after the Employer or its claims administrator receives the request, or within 90 days if there are special circumstances that require more time. A final determination will be provided pursuant to 29 C.F.R. § 2560.503-1. The Employee's appeal will be decided based on all of the available information, and the information submitted will be considered even if it was not considered in the initial claims decision. The Employer's or its claims administrator's decision will be in writing and will include reference to specific Plan provisions, rules or guidelines on which the decision was based, and notice of the Employee's right to bring a civil action.

**RIGHT OF RECOVERY:** If benefits have been received for which the Employee was not entitled to receive under this Plan, then full reimbursement to the Employer is required. Such reimbursement is required whether the overpayment is due to intentional or innocent misrepresentations by the Employee, intentional or innocent misrepresentations by an entity supplying the Employer or its claims administrator with information, a claims processing error or miscalculation or for any other reason. If reimbursement is not made, then the Employer has the right, as allowed under law to:

- 1) reduce future benefits payable to Employee or any other payee, until full reimbursement is made;
- 2) recover such overpayments from the Employee or his estate;
- 3) take any appropriate collection activity available to it; and
- 4) take legal action.

If the Employer chooses not to use benefit payments towards the reimbursement, this will not constitute a waiver of the Employer's rights to reimbursement. This provision will be in addition to, and not in lieu of, any other compensation available to the Employer by law.

## SECTION 7A - CLAIM PROCEDURES

## SECTION 7A - CLAIM PROCEDURES

If the Plan chooses not to use benefit payments towards the reimbursement, this will not constitute a waiver of the Plan's rights to reimbursement. This provision will be in addition to, and not in lieu of, any other compensation available to the Plan by law.

**SUBROGATION RIGHTS:** The Employer has the right to be subrogated to any rights an Employee may have against a Third Party. The Employer may, at its option, bring legal action to recover benefits it paid in connection with an Employee's Disability. The Employer may do this if an Employee:

- 1) suffers a Disability and, because of any act or omission of a Third Party, becomes entitled to and is paid benefits under this Plan; and
- 2) does not initiate legal action for the recovery of such benefits from the Third Party within a reasonable period of time to the extent allowed by law.

### **Claim Denial Procedure:**

- a. An adverse benefit determination includes a denial, reduction, or termination of, or a failure to provide or make payment for (in whole or in part) a benefit.
- b. If a claim for benefits is denied in whole or in part, the Employee or claimant will receive a written denial that will include the following:
  - i. the specific reason(s) for the denial;
  - ii. the specific reference to the Plan provision on which the denial was based;
  - iii. a description of any additional material or information which he might be required to furnish and an explanation of why it is needed;
  - iv. information on how to submit a claim for review, review procedures and time limits, and a statement of his right to bring a civil action under ERISA section 502(a) if applicable; and
  - v. if an adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination will be provided free of charge upon request.
  - vi. a statement that the Employee has the right to obtain upon request a copy of any internal rule, guideline, protocol or other criteria relied upon in making the denial, upon his request and free of charge.
- c. The Employee, his beneficiary, or authorized representative may appeal any denial of a claim for benefits under the Plan by submitting a written request for review to the Employer or its claims administrator. The Employee's request for review must be filed within 180 days for disability claims after written notice is given of denial of the claim. As part of the review process, the Employee, his beneficiary, or authorized representative may: (i) submit written comments, documents, records, and other information relating to the claim; and (ii) upon request and free of charge, have reasonable access to and copies of all documents, records, and other information relevant to the claim for benefits.
- d. A written decision on the appeal will be rendered by the Employer or its claims administrator within 45 days after the receipt of the Employee's request for review. An additional 45 days may be required in special cases, and the Employee will be notified of the need for additional time and be given an explanation as to why more time is needed. The final decision may not be delayed beyond 90 days following the date of the Employee's written request for review. Before denying an Employee's appeal, the Employer or its claims administrator will provide the Employee, free of charge, with any new or additional evidence considered, relied upon, or generated in connection with consideration of the Employee's appeal. Likewise, before denying an Employee's claim based on a new or additional rationale, the Employer or its claims administrator will provide the Employee, free of charge, with a statement of the rationale. The new or additional evidence or rationale will be provided to the Employee as soon as possible and sufficiently in advance of the date by which the Employee's appeal must be decided so that the Employee has a reasonable opportunity to respond.

## SECTION 7A - CLAIM PROCEDURES

## SECTION 7A - CLAIM PROCEDURES

- e. If the Employee or claimant's appeal for benefits is denied, he will receive a written notice of denial, which will include the following in a manner calculated to be understood by the Employee:
- i. the specific reason(s) for the adverse determination;
  - ii. the specific reference to the Plan provision(s) on which the benefit determination was based;
  - iii. a statement that he is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to his claim for benefits;
  - iv. a statement describing any voluntary appeal procedures offered by the Plan. The notice will also describe the Plan's review procedures and his right to obtain the information about such procedures free of charge, related time limits and a statement of his right to bring a civil action under Section 502(a) of ERISA, if applicable;
  - v. a statement that the Employee has the right to a copy of any of the following, upon his request and free of charge:
    - Any internal rule, guideline, protocol or other criteria relied upon by the Employer in making the adverse determination
    - The views of medical or vocational experts whose advice was obtained on behalf of the Employer in connection with a claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; or
  - vi. A disability determination made by the Social Security Administration regarding the claimant and presented by the claimant to the Employer

**To the extent not preempted by ERISA, the Plan will be construed in accordance with the laws of the state of Indiana.**

### When the Plan is Governed by ERISA, Statement of ERISA Rights

As a participant in the Plan, the Employee may be entitled to certain rights and protections under the Employee Retirement Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

### Receive Information About the Employee's Plan and Benefits

- a. Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all Plan documents including insurance contracts and collective bargaining agreements, 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.
- b. Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary Plan description. The administrator may make a reasonable charge for the copies.
- c. 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.

### 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 Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of the Employee and other Plan participants and beneficiaries.

No one, including the Employer, a union, or any other person, may fire the Employee or otherwise discriminate against the Employee in any way to prevent the Employee from obtaining a welfare benefit or exercising your rights under ERISA.

## SECTION 7A - CLAIM PROCEDURES

## SECTION 7A - CLAIM PROCEDURES

### Enforce Your Rights

If the Employee's claim for a welfare benefit is denied or ignored, in whole or in part, the Employee has 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 the Employee can take to enforce the above rights. For instance, if the Employee requests a copy of Plan documents or the latest annual report from the Employer and does not receive them within thirty (30) days, the Employee may file suit in a federal court. In such a case, the court may require the Plan administrator to provide the materials and pay the Employee up to \$110 a day until the Employee receives the materials, unless the materials were not sent because of reasons beyond the control of the administrator.

If the Employee has a claim for benefits that is denied or ignored, in whole or in part, the Employee may file suit in a state or federal court, subject to the provisions of the Legal Action section above. If it should happen that Plan fiduciaries misuse the Plan's money, or if the Employee is discriminated against for asserting his rights, the Employee may seek assistance from the U.S. Department of Labor, or the Employee may file suit in a federal court, subject to the provisions of the Legal Action section above.

The court will decide who should pay court costs and legal fees. If the Employee is successful, the court may order the person the Employee has sued to pay these costs and fees. If the Employee loses, the court may order the Employee to pay these costs and fees, for example, if it finds the Employee's claim is frivolous.

### Assistance with Employee Questions

If an Employee has any questions about his Plan, he should contact the Plan Administrator. If the Employee has any questions about this statement or about his rights under ERISA, or if the Employee needs assistance in obtaining documents from the Plan Administrator, he should contact the nearest area office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, listed in the telephone directory, or the Division of Technical Assistance and Inquiries, EBSA, U.S. Department of Labor, 200 Constitution Avenue, NW, Washington, D.C. 20210. An Employee may also obtain certain publications about his rights and responsibilities under ERISA by calling the EBSA publications hotline 1-866-444-3272 or viewing its website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa).

**GOVERNING LAW:** When Plan is governed by ERISA, Plan is primarily subject to the Employee Retirement Income Security Act of 1974 ("ERISA"), as well as other various federal laws.

## SECTION 8 – BENEFIT PROVISIONS

**WEEKLY BENEFIT PAYMENTS:** Disability benefits will be paid according to this Plan, if an Employee becomes Disabled while an eligible Employee under this Plan. The Plan Administrator or Plan's claims administrator must receive proof that an Employee is Disabled due to Sickness or Injury and requires the Regular Attendance of a legally qualified Physician. The Plan will pay the Employee a Weekly Benefit after the Employee satisfies the Elimination Period. The Elimination Period may be satisfied by Disability.

The Weekly Benefit will be paid as long as Disability continues; provided that proof of continued Disability is submitted to the Plan's claims administrator upon request and the Employee is under the Regular Attendance and care of a Physician. The proof must be submitted at the Employee's expense. Weekly Benefits will not be paid during any period that an Employee is incarcerated in a penal or correctional institution.

The Weekly Benefit will not exceed the Maximum Weekly Benefit, nor will it be payable for longer than the Maximum Benefit Duration. The Maximum Weekly Benefit and the Maximum Benefit Duration are stated in the Schedule of Benefits.

**PRORATING OF THE WEEKLY BENEFIT:** The eligible Weekly Benefit will be paid on a weekly basis. For any period of Disability less than one week, the Weekly Benefit payment will be paid on a pro-rata basis at the rate of 1/7 per day.

**REDUCTIONS TO THE WEEKLY BENEFIT:** Other Income Benefits will reduce the Weekly Benefit as defined in this Summary Plan Description. The Social Security Integration Method used is stated in the Schedule of Benefits.

**WEEKLY BENEFITS:** To figure the amount of the Total Disability Benefit when a Family Social Security integration method is stated on the Schedule of Benefits, take the Employee's Weekly Benefit and reduce the result by Other Income Benefits.

**COST OF LIVING ADJUSTMENT FREEZE:** If the Employee receives a cost of living increase, with regard to Other Income Benefits, after the date benefits actually become payable under this Plan, the Weekly Benefit will not be further reduced by such cost of living increase. For purposes of this provision, a cost of living increase is any annual increase reasonably related to the annual increase in any generally recognized cost of living measurement that applies to all Employees who are entitled to receive such benefits.

**LUMP SUM PAYMENTS:** Other Income Benefits that are paid in a lump sum, excluding benefits received from the Employer's Retirement Plan, will be prorated over the stated period of time the lump sum was projected to apply. Lumps sums projected to cover the Employee's life expectancy will be prorated based on appropriate actuarial tables. If the projected period of time that a lump sum is intended to cover is not stated, the lump sum will be prorated based on the lesser of the Maximum Benefit Period or the Employee's expected life expectancy.

Regardless of how benefits from the Employer's Retirement Plan are distributed, The Plan will treat contributions made by the Employee and Employer as if they were distributed simultaneously throughout the Employee's lifetime.

**APPLICATION FOR OTHER INCOME BENEFITS:** If the Employee, Spouse or Child (ren) are or become eligible for any Other Income Benefit, they must:

- 1) apply for the Other Income Benefits; and
- 2) appeal any denial for the Other Income Benefit that appears unreasonable.

Until approval or denial of any Other Income Benefits for any Disability is determined, the Plan will make payments as indicated below.

## SECTION 8 – BENEFIT PROVISIONS

## SECTION 8 – BENEFIT PROVISIONS

The Plan will pay the Weekly Benefit after the Elimination Period, with no reduction for estimated benefits until the appropriate entity has reached a decision. When a decision is reached, the Employee must send the Plan a copy of the determination and reimburse the Plan for any overpayment made as a result of that decision, regardless of whether or not his Plan participation is still in force on the date the Employee recovers such amount.

Additionally, if an award is made, the Plan will reduce the Weekly Benefit by the amount of the Other Income Benefits the Employee received, in accordance with the terms of this Plan.

**MINIMUM WEEKLY BENEFIT:** While a Weekly Benefit is payable under this Plan, the Weekly Benefit shall not be reduced to an amount less than the minimum Weekly Benefit indicated in the Schedule of Benefits.

**TERMINATION OF THE WEEKLY BENEFIT:** The Weekly Benefit will cease on the EARLIEST of the following:

- 1) the date Current Weekly Income equals or exceeds 80% of the Indexed Pre-disability Earnings;
- 2) the date that the Employee ceases to be Disabled;
- 3) the date the Plan terminates or ceases to exist;
- 4) the date the Employee dies;
- 5) the date the Maximum Benefit Duration stated in the Schedule of Benefits is completed;
- 6) the date the Employee fails to give the Plan required proof of Disability or information required to determine if any benefits are owed under this Plan;
- 7) the date the Employee refuses to allow an examination requested by the Plan or the Plan's claims administrator;
- 8) the date the Employee is no longer under the Regular Attendance and care of a Physician;
- 9) THE DATE THE Employee refuses, without Good Cause, to fully cooperate in all required phases of the Rehabilitation Plan and assessment; or
- 10) the date the Employee leaves the United States or Canada and establishes his residence in any other country. An Employee will be considered to reside outside these countries when the Employee has been outside the United States or Canada for a total period of 180 days or more during any 52 consecutive weeks.

The Plan may require any evidence needed to verify the Employee's earnings and proof of continuing Disability

**Modified Work Arrangement:** No Disability Benefits will be paid, and participation will end if the Plan determines the Employee is able to work under a modified work arrangement and the Employee refuses to do so without Good Cause.

**RETURN TO WORK BENEFIT:** While Partial Disability continues, this benefit will apply following return to work beginning on the first day that the Monthly Benefit is payable for Partial Disability.

Under this Return to Work Benefit, Current Monthly Income will not reduce the Monthly Benefit, unless the Current Monthly Income, combined with income from all other sources including the Monthly Benefit, exceeds 100% of the Pre-Disability Earnings. If the combined income exceeds this amount, the Monthly Benefit will be reduced by any amount that is in excess of 100% of the Pre-Disability Earnings

**RESIDUAL BENEFIT:** If the residual benefit is shown as included on the Schedule of Benefits, then the Elimination Period can be met using Total Disability, Partial Disability, or a combination of both.



## SECTION 8 – BENEFIT PROVISIONS

**RECURRENT DISABILITY:** If, after a period of Disability for which benefits are payable, the Employee resumes his Regular Job as a Full-Time Employee and performs each Material and Substantial Duty of that Occupation for a continuous period of 14 consecutive days of full-time work, any Recurrent Disability will be part of a new period of Disability and a new Elimination Period must be completed before any further Weekly Benefits are payable.

If the Employee resumes his Regular Job as a Full-Time Employee and performs each Material and Substantial Duty of that Occupation Job for less than 14 consecutive days of full-time work, a Recurrent Disability will be part of the same period of Disability. The Recurrent Disability must be the direct result of the Injury or Sickness that caused the prior Disability. The Employee will not have to complete a new Elimination Period. Benefit payments will be subject to the terms of this Plan for the prior Disability. The benefit will be based on the amount of Basic Weekly Earnings in effect immediately prior to the original Elimination Period.

**SOCIAL SECURITY APPLICATION ASSISTANCE.** When the Plan determines that an Employee is a likely candidate for Social Security Disability Insurance (SSDI), the Plan may assist the Employee with the application process for these benefits.

Upon written request, a representative from the Plan's claims administrator may supply pertinent information to the Employee about:

- 1) eligibility for SSDI benefits;
- 2) how to begin the application process;
- 3) how to submit an appeal;
- 4) guidelines established by the Social Security Administration for submitting appeals; and
- 5) names of organizations offering assistance.

**REHABILITATION DURING A PERIOD OF DISABILITY:** If the Plan determines that a Disabled Employee is a suitable candidate for rehabilitation, the Plan may require the Employee to participate in a Rehabilitation Plan. The Plan has the sole discretion to approve the Employee's participation in a Rehabilitation Plan and to approve a program as a Rehabilitation Plan.

The Rehabilitation Plan may, at the Plan's discretion, allow for payment of the Employee's medical expense, education expense, moving expense, accommodation expense or family care expense while he or she participates in the program.

If an Employee fails to fully cooperate in all required phases of the Rehabilitation Plan without Good Cause, no Disability Benefits will be paid, and Plan participation will end.

Benefits may be resumed if the Employee begins to cooperate fully in the Rehabilitation Plan within 30 days of the date benefits terminated.

## SECTION 9 - EXCLUSIONS

GENERAL EXCLUSIONS: This Plan does not cover any Disability caused by, contributed to by, or resulting from:

- 1) participation in war or any act of war, declared or undeclared;
- 2) active participation in a riot;
- 3) attempted suicide, regardless of mental capacity;
- 4) attempted or actual self-inflicted bodily injury or self destruction, including but not limited to the voluntary inhaling or taking of:
  - a) a prescription drug in a manner other than as prescribed by a Physician;
  - b) any federal or state regulated substance in an unlawful manner;
  - c) non-prescription medicine in a manner other than as indicated in the printed instructions;
  - d) poison; and
  - e) toxic fumes;
- 5) commission of or attempt to commit a criminal act under relevant state law;
- 6) Cosmetic Surgery. However, Cosmetic Surgery will be covered when it is due to:
  - a) reconstructive surgery incidental to, or follows surgery resulting from, trauma, infection or other diseases of the involved part; or
  - b) congenital disease or anomaly that has resulted in a functional defect;
- 7) an Employee being legally intoxicated as defined by the law of the jurisdiction in which the incident occurs;
- 8) any event that occurs while an Employee is incarcerated in a penal or correctional institution;
- 9) participation in any self asphyxiation method;
- 10) traveling or flying on any aircraft operated by or under authority of military or any aircraft being used for experimental purposes; or
- 11) engaging in any illegal or fraudulent occupation, work, or employment.
- 12) The revocation, restriction or non-renewal of an Employee's license, permit or certification necessary to perform the duties of his or her occupation unless due solely to Injury or Sickness otherwise covered by the Plan; or
- 13) any Injury or Sickness due to employment and for which benefits are payable by any type of Workers' or Workmen's Compensation Law or any similar act or law.

## SECTION 10 – MISCELLANEOUS

**Effect on Employment:** This Plan shall not confer upon any Employee any right to be continued in the employment of the Employer.

**Alienation of Benefits:** Except as provided by law, no benefit under this Plan may be voluntarily or involuntarily assigned or alienated.

**Amendment, Suspension, or Termination of the Plan:** The Employer reserves the right to alter, amend or modify the Plan and any such payments.

**Exclusivity and Enforceability:** The Plan is maintained for the exclusive benefits of participants. The rights conferred upon participants under this Plan, including such materials as may be incorporated herein by reference, shall be legally enforceable.

**PLAN ADMINISTRATION:** The administration of the Plan shall be under the supervision of the Plan Administrator. It shall be a principal duty of the Plan Administrator to see that the Plan is carried out, in accordance with its terms, for the exclusive benefit of Employees entitled to participate in the Plan. The Plan Administrator will have sole power to administer the Plan in all of its details, except for matters covered by other provisions of this Section, subject to the applicable requirements of law. For this purpose, the Plan Administrator's powers will include, but will not be limited to, the following authority, in addition to all other powers provided by this Plan:

- 1) To make and enforce such rules and regulations as it deems necessary or proper or the efficient administration of the Plan, including the establishment of any claims procedures that may be required by applicable provisions of law;
- 2) To interpret the Plan, its interpretation thereof in good faith to be final and conclusive on all Employees claiming benefits under the Plan;
- 3) To decide all questions concerning the Plan and the eligibility of any Employee to participate in the Plan;
- 4) To appoint an actuary to perform an annual valuation of the benefits provided under the Plan;
- 5) To appoint such agents, counsel, accountants, consultants, claims administrator, and other persons as may be required to assist in administering the Plan;
- 6) To comply with all reporting and disclosure requirements of applicable laws and ERISA; and
- 7) To allocate and delegate its responsibilities under the Plan and to designate other persons to carry out any of its responsibilities under the Plan, any such allocation, delegation or designation to be in writing.

**EXAMINATION OF RECORDS:** The Plan Administrator will make available to each participant any records under the Plan that pertains to him, for examination at reasonable times during normal business hours.

**SECTION 11 – SUMMARY PLAN DESCRIPTION SIGNATURE PAGE  
BUTLER UNIVERSITY  
PLAN CHANGE EFFECTIVE JUNE 1, 2020**

Authorized Employee’s signature below represents and warrants to AUL that, as of the date below it has all power and authority to execute and deliver this Agreement and perform its obligations hereunder, accepts and acknowledges reviewing the Summary Plan Description and the governing Terms and Conditions.

**Butler Un** DocuSigned by:  
*Anita Din*  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Associate Vice President HR Butler University  
Date: 5/21/2020 | 11:01 AM EDT

### Certificate Of Completion

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Certificate Pages: 5	Initials: 0
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Envelopeld Stamping: Enabled	Kim Shaw
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### Signer Events

Anila Din  
adin@butler.edu  
Associate Vice President HR Butler University  
Security Level: Email, Account Authentication (None)

### Signature

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*Anila Din*  
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/20/2020 5:23:57 PM
Certified Delivered	Security Checked	5/21/2020 11:00:50 AM
Signing Complete	Security Checked	5/21/2020 11:01:35 AM
Completed	Security Checked	5/21/2020 11:01:35 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.



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