

Wabash College Employees' Short Term Disability Plan Class 1 – All Full-Time Employees

Introduction

The following document describes the benefit features of your Employer's short-term disability (STD) income program.

Your Employer, Wabash College, self-insures this program and is the Plan Sponsor. In this document, your Employer is referred to as "Employer" or "Plan Sponsor." The Lincoln National Life Insurance Company is the claims administrator for the program. In this document, Lincoln National Life is referred to by its marketing name, "Lincoln Financial Group" and also may be referred to as the "Claims Administrator."

"Employee" means an Eligible Employee covered under this program.

Lincoln National Life will administer claims in accordance with the agreement between the Plan Sponsor and Lincoln National Life.

Introducing the Short Term Disability Plan

The Wabash College Employees' Short Term Disability Plan (the "Plan") is established to assist in protecting you against loss of income if you are unable to work because of an illness or accident not related to your job. It is a self-insured plan administered by Lincoln National Life Insurance Company. All short-term disability claims are reviewed by Lincoln National Life Insurance Company and, upon approval, are paid by Wabash College.

Wabash College and participating employers are referred to as the "Company."

Claims Service Center

For additional assistance, contact Lincoln National Life Insurance Company at (800) 423-2765.

Eligibility

All full-time active employees working 1000 or more hours per year are covered under this Short-Term Disability income benefit plan. Part-time employees are not eligible. No waiting period applies. They become covered on their date of hire.

When Your Short Term Disability Benefit Begins

To initiate your request for a Short Term Disability (STD) benefit, see "Filing a Claim" section. You must be disabled for a number of continuous calendar days before you are eligible to receive Short Term Disability benefits. Short Term Disability benefits begin on the:

- 1st day of disability

Weekly Benefit

If you are Totally Disabled beyond the elimination or waiting period due to an injury or sickness, you will be eligible to receive a weekly benefit of 100% of your basic weekly earnings for up to 26 weeks. This benefit is fully taxable.

For Maternity claims, without complications, the weekly benefit's maximum duration is up to 6-weeks for a vaginal delivery and up to 8-weeks for a c-section delivery.

If benefits are due for less than a week, they will be paid on a pro-rata basis. The daily rate will equal 1/7 of the weekly benefit.

Definition of Weekly Earnings

Basic Weekly Earnings or Predisability Income means your average weekly base salary or hourly pay from the Employer before taxes on the Determination Date. The "Determination Date" is the last day worked just prior to the date the Disability begins.

It does **not** include commissions, bonuses, overtime pay, or any other extra compensation. It does **not** include income from a source other than the Employer. It will not exceed the amount shown in the Employer's financial records, the amount for which premium has been paid, or the Maximum Covered Weekly Earnings permitted by the Plan; whichever is less. (Maximum Covered Weekly Earnings equals the Maximum Weekly Benefit divided by the Benefit Percentage shown in the Weekly Benefit section.)

Definition of Total Disability

Total Disability means due to sickness or injury, you are unable to perform each of the main duties of your regular occupation. A person engaging in any employment for wage or profit is not Totally Disabled. A loss of a professional license does not, by itself, constitute Total Disability.

Definition of Partial Disability

As your disability is coming to an end, and as appropriate, you may be able to work a reduced work schedule.

Partial Disability means that due to a non-work-related sickness or injury, you are unable to perform one or more of the main duties of your regular occupation or are unable to perform such duties on a full-time basis.

Amount. The amount of the Weekly Partial Disability Benefit equals the lesser of A or B below:

- (A) (1) Your Basic Weekly Earnings multiplied by the Benefit Percentage (limited to the Maximum Weekly Benefit); minus
- (2) Other Income Benefits, except for earnings you receive from Residual Disability Employment.
- (B) Your Basic Weekly Earnings minus Other Income Benefits.

Coordination of Your STD Benefit with Other Income Benefits

Benefits for which you are eligible from other income sources will be used as an offset when calculating your STD benefit. This does not include personal disability insurance policies, vacation or holiday pay. Some sources of other income offsets are:

- Social Security disability benefits payable to you or your dependents;
- Social Security retirement benefits;
- Occupational disease laws or other similar legislated disability benefits;
- Any federal, state or local disability, retirement or unemployment programs;
- Other group disability benefits;
- Payments provided by the Department of Veterans Affairs; and
- Disability payments from insurance of other sources that result from an act or omission of another person who caused your disability.

Exclusions

Weekly Benefits will not be payable for any period of Disability:

- Which is the result of an intentionally self-inflicted Injury or suicide attempt;
- During which you are not under the Regular Care of a Physician;
- Which is the result of war (declared or undeclared) or any act of war;
- Which is the result of a Sickness or Injury for which you receive benefits under Workers' Compensation, occupational disease law or other law of like intent;
- Cosmetic or elective surgery, except surgery made necessary by Illness or disease or by accidental Injury;
- Active participation in terrorism or a riot;

Participation in a crime or as a result of such participation.

Recurrent Disability Period

A Recurrent Disability is one that has the same or a related cause as the original disability and begins after the employee has returned to full-time work for 2 weeks or less. A Recurrent Disability will be treated as a continuation of the original disability, such that the claimant will not have to satisfy a new Elimination Period if he/she already satisfied the Elimination Period, and any benefit payments will be subject to the terms of this Plan as they applied to the original disability, including the weekly benefit amount and the Maximum Benefit Period.

When Your STD Benefit Ends

Benefit Payments will stop on the first to occur of:

- The date you are no longer disabled;
- The date you fail to furnish proof that you continue to be disabled;
- The date your employment ends;
- The date you die; or
- The date the Maximum Benefit Period ends.

The Maximum Benefit Period is the longest period of time that benefits will continue to be paid to you under this Plan during a period of disability. To determine the benefit period, please refer to the benefit amount and duration in the Weekly Benefit section. If a new disability due to a different cause occurs while weekly benefits are payable, it will be treated as part of the same disability, subject to the same benefit calculation and same Maximum Benefit Period.

If you are still disabled after you receive a STD benefit for the maximum period of time, you may be entitled to a benefit under the Long Term Disability Plan. The Claim Administrator will automatically review your disability status and determine your eligibility for a long-term disability benefit.

Filing a Claim

To apply for a STD benefit, a STD claim form needs to be completed, once the elimination period has been satisfied. The claim form can be faxed to the number at the top of the claim form.

Lincoln Financial Group's disability representative will begin to process the claim once all information needed has been received regarding your illness or injury and about your occupation.

Lincoln Financial Group's disability specialist will evaluate and advise your employer if you are eligible for a STD benefit and, if so, certify your eligibility and length of disability. Your claim may be referred to a nurse consultant, as appropriate, to gather further information. Lincoln Financial Group may also contact your supervisor to learn about your occupational requirements.

You will be notified of the decision on your claim for STD no later than 45 days after your claim was received. This time period may be extended up to an additional 30 days if there are circumstances beyond the control of the Plan. In addition, a further 30-day extension may apply in certain circumstances. For any extension, you will be notified of the circumstances requiring the delay and the expected date a determination is to be made. If additional information is required, you will have at least 45 days to provide such information.

If you are unable to return to work on schedule, you must provide clinical evidence from your treating physician(s) prior to your certified disability end date. This information should be sent to Lincoln Financial Group's Disability Claim Department.

Appealing a Denied Claim

If your claim is denied in whole or in part, you will receive a written notice of the denial from Lincoln Financial Group. Any denial notice will explain the reason for the denial and will include a contact address for review of the claim.

You may request one appeal of any denied claim. The request must be submitted, in writing, within 180 days of the date the denial was made. The appeal should be sent to Lincoln Financial Group, Risk Department, 8801 Indian Hills Dr., Omaha, NE 68114.

You should include the reason for requesting the appeal. You may also request all documents, records and other information related to the benefit determination.

Lincoln Financial Group will ordinarily notify you of its final decision no later than 45 days after the appeal is received. If special circumstances require an extension of time of up to an additional 45 days, you will be notified of this extension during the 45 days following receipt of your request. The notice will indicate the special circumstances requiring an extension and the day by which a decision is expected.

Administration of the Plan

Amendment and Termination of the Plan

The Plan Sponsor has the exclusive power to amend and to terminate the Plan. These powers can be used whenever it becomes necessary or desirable to do so.

Source of Benefit Payments

Benefits under this Plan are provided through the Plan Sponsor.