



## **Employee Group Benefits**

### **NOVA SOUTHEASTERN UNIVERSITY**

#### **Nova Southeastern University Short Term Disability Program Non-Occupational Illness and/or Injury Only**

**SUMMARY PLAN DESCRIPTION  
PLAN EFFECTIVE DATE: July 1, 2010**

The program is a self-funded welfare benefit program (“Program”) providing short term disability benefits (“STD”) to eligible participants under the terms and conditions of the Program. The Program is administered by Nova Southeastern University (“NSU”). Sun Life Assurance Company of Canada (“Sun Life”) provides certain non-fiduciary claim processing services to the Program. The Program is not insured by Sun Life and Sun Life has not issued any insurance policy that would fund benefits under the Program nor is Sun Life responsible for the payment of any benefits under the Program. All benefits are funded by Nova Southeastern University. The description of Eligible Classes in the Benefit Highlights will help you determine what benefits apply to you.

Sun Life Assurance Company of Canada administers the Program by providing Claim Administrative Services including, medical/clinical review and providing “Advice to Pay” services to NSU.

Possession of this SPD does not necessarily mean you are covered under the Program. The requirements for becoming eligible for coverage under the Program and the dates your coverage begins or ceases are explained within this SPD.

This SPD uses terms and phrases that are listed in the Definitions Section.

For information, call Nova Southeastern University at (954) 262-4748 or Sun Life Financial at (800) 247-6875.

**THE PROGRAM MAY BE AMENDED OR  
TERMINATED BY NOVA SOUTHEASTERN UNIVERSITY  
AT ANY TIME AND FOR ANY REASON.**

**READ THIS DOCUMENT CAREFULLY**

**TABLE OF CONTENTS**

**Benefit Highlights** ..... 4

**Eligibility and Effective Dates of Employee STD Coverage** ..... 6

**Termination of Employee STD Coverage** ..... 7

**Benefit Provisions**

    Short Term Disability Benefits (STD) ..... 8

**Claim Provisions**

    Notice of Claim ..... 12

    Proof of Claim ..... 12

    Payment of Claims ..... 12

**Definitions** ..... 15

**Appeal Process** ..... 17

## **BENEFIT HIGHLIGHTS**

### **SHORT TERM DISABILITY COVERAGE AND BENEFITS**

#### **ELIGIBLE CLASSES OF EMPLOYEES**

All active full-time and part-time employees working at least 19.2 hours per week.

#### **CLASSIFICATION OF ELIGIBLE EMPLOYEES**

Class 1 – All active full-time and part-time employees working at least 19.2 hours per week.

#### **AMOUNT OF COVERAGE**

**Class 1** Accumulated Sick Leave **MUST** be used first and Accumulated Vacation and PTO must be used before the 60% Short Term Disability Benefit is applicable according to the following:

- Employees with Accumulated Sick Leave of 26 weeks or more: Accumulated Sick Leave is paid at 100% of the covered person's pre-disability weekly earnings for the accumulated period of Sick Leave to a maximum of 25 weeks (excluding Elimination Period).
- If Accumulated Sick Leave is less than 26 weeks: Accumulated Sick Leave is paid at 100% of the covered person's pre-disability weekly earnings until exhaustion of the accumulated sick leave. Upon exhaustion of the accumulated sick leave, the benefit will reduce to 60% of the covered person's pre-disability weekly earnings for the remainder of the 25 weeks (excluding Elimination Period).
- Employees with no Accumulated Sick Leave: 60% of the covered person's pre-disability weekly earnings.

#### **Elimination Period**

(The period of time you need to be continuously Totally Disabled before STD benefits are payable)

7 Days      days for Injury

7 Days      for Sickness and Total Disability

#### **Maximum Benefit Period**

(The longest period of time NSU will pay you an STD benefit while you are Totally or Partially Disabled)

25 Weeks not including Elimination Period

#### **Total Weekly Earnings**

Your basic weekly earnings immediately before the first date your Total Disability begins. Total Weekly Earnings does not include commissions, bonuses, overloads, overtime pay or any other extra compensation.

#### **WAITING PERIOD**

(The period of time you must be employed in an Eligible Class before you can apply for benefits)

3 Months

#### **CONTRIBUTIONS**

The cost of your Short Term Disability coverage is paid for entirely by Nova Southeastern University.

The following Questions and Answers will help you to better understand your benefits.

Please read them carefully and refer any questions to the NSU. If you have any questions about a claim for STD benefits, you may call the Sun Life Group Customer Service Center toll free at 1-800-247-6875.

**ELIGIBILITY AND EFFECTIVE DATES  
OF EMPLOYEE STD COVERAGE**

**When am I covered under the Program?**

If you are in an Eligible Class shown in the Benefit Highlights, you are eligible on the latest of:

1. the Effective Date of the Program;
2. the end of the Employee Waiting Period shown in the Schedule of Benefits;
3. the date the Program is changed to include the Employee's class; or
4. the date the Employee enters a class eligible for coverage.

**When does my coverage start?**

Your coverage under the Program starts on the date you are eligible, if you are Actively at Work on that date.

**What if I am not Actively at Work on that date?**

If you are not Actively at Work on the date your coverage would normally start, your coverage under the Program will not start until you are Actively at Work.

**When do changes in my amount of coverage occur?**

If your amount of coverage increases due to a change in your salary, your increase will take effect immediately upon the date of change, as long as you are Actively at Work on that date.

If your amount of coverage decreases due to a change in your salary, the decrease will take effect immediately upon the date of change.

If you are not Actively at Work on the date an increase in your coverage would normally start, the increase in your coverage will not start until you are Actively at Work.

## CLAIM PROVISIONS

### **When does my coverage under the Program cease?**

Your coverage ceases on the earliest of:

- the date the Program terminates.
- the date you are no longer in an Eligible Class.
- the date your class of employment is no longer included for coverage under the Program.
- the date you retire.
- the date you request in writing to terminate your coverage.
- the date you enter active duty in any armed service during a time of war (declared or undeclared).
- the date your employment terminates.
- the date you cease to be Actively at Work.

### **Are there any conditions under which my coverage can continue?**

Yes.

Your coverage will continue during any Elimination Period under the Plan.

If you are on temporary layoff, leave of absence or vacation, your coverage may continue for the following periods:

- Up to 12 months while the Employee has been temporarily laid off or been given an approved leave of absence
- Up to 3 months of the Employees paid vacation

## CLAIM PROVISIONS

### **What is the Short Term Disability Benefit?**

Short Term Disability Benefits (“STD”) partially replace your income if you become Totally or Partially Disabled while covered under the Program.

### **When do STD benefits become payable?**

NSU will pay a bi-weekly STD benefit after the end of your Elimination Period, if NSU receives proof that you are:

- Totally Disabled due to an Injury or Sickness; or
- Partially Disabled due to the same Injury or Sickness that caused Total Disability, within 14 days of the end of the period during which you received Total Disability Benefits, except where an employee may be teaching an online class under a “Teaching Overload” which would allow the partial disability to commence within the benefit elimination period provided an Authorization from the Attending Physician recognizing the employee’s ability to perform this function has been provided; and
- under the regular and continuing care of a Physician who provides appropriate treatment by means of examination and testing in accordance with your disabling condition; and
- not engaged in any occupation or employment for wage or profit other than Partial Disability employment with NSU.

### **What conditions must be met for STD benefits to continue?**

NSU will pay you an STD benefit, up to the Maximum Benefit Period, if you provide ongoing proof that you continue to be Totally or Partially Disabled and you still require the regular and continuing care of a Physician. You need to provide proof when SunLife asks for it, but the proof is at your expense.

### **How is the STD benefit calculated?**

If you are Totally Disabled, your weekly STD benefit will be calculated based on the Total Disability Benefit formula. If you are Partially Disabled, your weekly STD benefit will be calculated based on the Partial Disability Benefit formula.

## CLAIM PROVISIONS

### What is the Total Disability Benefit formula?

To determine your Total Disability Benefit:

1. Take your Total Weekly Earnings multiplied by the Benefit Percentage (shown in the Benefit Highlights); then
2. Subtract Other Income Benefits from the amount determined in Step 1.

An amount equal to 1/5 of the net weekly benefit is payable for each day of Total or Partial Disability that is less than a full week.

### What is the Partial Disability Benefit formula?

To determine your Partial Disability Benefit:

1. calculate the STD benefit you would receive if you were Totally Disabled; then  
add your earnings\* from employment plus your income received from Other Income Benefits to your Total Disability Benefit.
2. if this sum is more than 100% of your Total Weekly Earnings, subtract the amount in excess of 100% from your Total Disability Benefit. This result is your Partial Disability Benefit; or  
if the sum is less than 100% of your Total Weekly Earnings, your Total Disability Benefit is your Partial Disability Benefit.

A Total Disability Benefit will be paid if you are earning 20% or less of your Total Weekly Earnings.

\*For purposes of this calculation, earnings will include "Teaching Overload" income you are receiving while teaching an online class under a "Teaching Overload".

### What are Other Income Benefits?

Other Income Benefits are those benefits provided or available to you while your weekly STD benefit is payable. Any Other Income Benefits that are payable as a result of a disability must be provided to you as a result of the same Total Disability payable under the Plan. Other Income Benefits include:

1. The amount you are eligible for under:
  - a. Unemployment Compensation Law; or
  - b. Compulsory Benefit Act or Law; or
  - c. any other act or law of like intent.This would include State mandated Short Term Disability programs including California UCD, Hawaii TDI, New Jersey TDI, New York DBL, Puerto Rico TDB and Rhode Island's TDI programs.
2. Any disability employee benefit plans that are funded in whole or in part by NSU.
3. Any disability income benefits you are eligible for under:
  - a. any other group insurance plan of NSU;
  - b. any governmental retirement system as a result of your job with NSU.
4. Any Formal Salary Continuation paid to you by NSU
5. Disability benefits under:
  - a. The United States Social Security Act or alternative plan offered by a state or municipal government;
  - b. The Railroad Retirement Act;
  - c. The Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; or
  - d. Similar plan or act, that you, your spouse and children are eligible to receive because of your disability; or
6. Disability benefits from the Veteran's Administration, or any other foreign or domestic governmental agency:
  - a. that begins after you become Disabled; or

## CLAIM PROVISIONS

- b. if you were receiving the benefit before becoming Disabled, the amount of any increase in the benefit that is attributed to your Disability.
7. Retirement benefits under:
- a. The United States Social Security Act or alternative plan offered by a state or municipal government;
  - b. The Railroad Retirement Act;
  - c. The Canada Pension Plan, the Canada Old Age Security Act; the Quebec Pension Plan or any provincial pension or disability plan; or
  - d. Similar plan or act, that you, your spouse and children receive because of your retirement, unless you were receiving them prior to becoming Disabled.

Other Income Benefits will include any amount described above which would have been available to you had you applied for that benefit.

### **What if I receive payment of Other Income Benefits in a lump sum?**

If you receive a lump sum payment for any Other Income Benefits, NSU will prorate the lump sum on a bi-weekly basis over the time period specified for the lump sum payment. If no time period is stated, the lump sum payment will be prorated on a bi-weekly basis over your expected lifetime as determined by NSU.

### **What happens if I receive increases in my Other Income Benefits?**

After the first deduction for each of your Other Income Benefits, NSU will not reduce your weekly STD benefit payments due to cost of living increases. This does not apply to any increase in earnings you receive from employment.

### **Are any of my Other Income Benefits estimated?**

NSU will estimate the amount of any Other Income Benefits if they have not yet been awarded or denied or if they have been denied and are being appealed. This estimate will be used to reduce the amount of your weekly STD benefit payments. However, the estimate will not be used if, within 15 days of becoming Totally or Partially Disabled, you meet both of the following conditions:

- you have applied for the Other Income Benefit; and
- you complete and sign a Reimbursement Agreement. This Agreement states that you promise to reimburse NSU any overpayment caused by an award of Other Income Benefits.

### **What happens when the Other Income Benefits have been awarded or have been denied?**

You must notify NSU of the amount of Other Income Benefit when it is approved or adjusted (other than cost of living increases) or if it has been denied on final appeal. NSU will make an adjustment to the Net Weekly Benefit when NSU receives written notice of the amount of the Other Income Benefit or when it has been denied. Written Notice must be sent within 31 days after receipt of the Other Income Benefit award or denial.

If after NSU makes an adjustment your Net Weekly Benefit has been underpaid, NSU will make a lump sum payment to you of the amount that has been underpaid.

If after NSU makes an adjustment your Net Weekly Benefit has been overpaid, you must reimburse NSU the amount of the overpayment within 31 days of the award. NSU has the option to reduce or eliminate future STD benefit payments instead of requiring reimbursement in a lump sum. During the overpayment reimbursement period the minimum weekly benefit will not apply.

### **When does my bi-weekly STD benefit cease?**

Your weekly STD benefit will cease on the earliest of:

- the date you are no longer Totally or Partially Disabled;
- the date you die;
- the end of your Maximum Benefit Period;
- the date the Employee is able to increase the Disability Earnings by increasing the number of hours worked or the number of duties performed, but that the Employee chooses not to do so;
- the date the Employee refuses to be examined by a Physician, if such an exam is requested by Us;

## CLAIM PROVISIONS

- the date the Employee refuses to be interviewed by one of Our representatives;
- the date the Employee ceases to be under the Regular Care of a Physician;
- the date you do not provide proof that you continue to be Totally Disabled or Partially Disabled as requested; or
- the date your Partial Disability employment earnings are more than 80% of your Total Weekly Earnings;
- the date NSU determines, in its discretion, that you are able to perform all of the material and substantial duties of your own occupation, even if you choose not to work;
- the date NSU determines, in its discretion, that you are able to perform at least some of the material and substantial duties of your own occupation and you are not working at all; or
- if you are working, the date NSU determines, in its discretion, that you are able to perform at least some of the material and substantial duties of your own occupation but are not working to your capacity.

### **What happens if I return to work and become Totally Disabled again?**

NSU will treat this new Total Disability as part of your prior Total Disability if you return to work and are Actively at Work for less than:

- two consecutive weeks, if due to the same or related causes;
- one day, if due to an entirely unrelated cause.

You will not have to complete a new Elimination Period.

Your bi-weekly STD benefit will be subject to the same terms and conditions applicable to the original Total Disability.

Your bi-weekly STD benefit will not continue if:

- you become eligible for benefits under any other group STD policy; or
- the Program terminates.

If your new Total Disability begins later than the time periods specified, you will need to complete a new Elimination Period.

## CLAIM PROVISIONS

### What are the Limitations?

No STD benefit will be payable to you for any Total or Partial Disability during any of the following periods:

- any period you are no longer under the regular and continuing care of a Physician providing appropriate treatment by means of examination and testing in accordance with your disabling condition, unless you have reached your maximum point of recovery and are still Totally or Partially Disabled.
- any period you do not submit to any medical Examination requested by NSU.
- any period you engage in any occupation or employment for wage or profit other than Partial Disability employment with NSU.

### What are the Exclusions:

The Program will not pay any Benefits for a Disability that results, directly or indirectly from:

1. an act or accident of war, declared or undeclared, whether civil or international, and any substantial armed conflict between organized forces of a military nature;
2. suicide, attempted suicide or intentionally self-inflicted Injuries;
3. active participation in a riot, rebellion or insurrection;
4. committing or attempting to commit an assault, felony or other illegal act;
5. an Occupational Sickness or Injury if the Schedule of Benefits indicates that benefits are issued on a non-occupational basis.
6. Injury or Sickness sustained while you are doing any act or thing pertaining to any occupation for wage or profit.
7. an Injury or Sickness while you are serving on Full-time active duty in any armed forces
8. The revocation, restriction or non-renewal of your 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.
9. any cosmetic surgery or surgical procedure that is not Medically Necessary. "Medically Necessary" means the surgical procedure is: (a) prescribed by a Physician as required treatment of the Injury or Sickness; and (b) appropriate according to conventional medical practice for the Injury or Sickness in the locality in which the surgery is performed. The Program will pay benefits if the Disability is caused by you donating an organ in a non-experimental organ transplant procedure.

We will not make a payment for any period of time during which the Covered Person is incarcerated or under House Arrest. The Maximum Benefit Period will be reduced by the amount of time they are incarcerated or under House Arrest after completion of the Elimination Period.

**Occupational Sickness or Injury means:** an Injury arising out of, or in the course of, any work for wage or profit regardless of employer, or a Sickness covered, with respect to such work, by any Workers' Compensation Law, occupational disease Law or similar Law.

**House Arrest means:** any restriction placed on the Covered Person's movement outside of his home by a court of competent jurisdiction. Compliance with such restriction is regularly monitored using electronic or other means.

## CLAIM PROVISIONS

### **How is a claim submitted?**

To submit a claim, you or someone on your behalf must notify NSU of your disability and provide written Notice and Proof of Claim within the time limits specified. NSU has the Notice and Proof of Claim forms to assist with filing your claim.

Upon receipt of your Notice and Proof of Claim, NSU will submit the completed documents for formal notification to SunLife to initiate the claim process.

### **When does written Notice of Claim have to be submitted?**

Written notice of claim must be given to NSU no later than 15 days after you cease to be Actively at Work.

If notice cannot be given within the applicable time period, NSU must be notified as soon as it is reasonably possible.

When NSU has received written notice of claim, NSU will send the forms for proof of claim. If the forms are not received within 15 days after written notice of claim is sent, proof of claim may be sent to NSU without waiting to receive the proof of claim forms.

### **When does written Proof of Claim have to be submitted?**

Proof of claim must be given to NSU no later than 30 days after the end of your Elimination Period.

If proof cannot be given within these time limits, proof 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 unless the individual is legally incompetent.

### **What is considered Proof of Claim?**

Proof of Claim must consist of at least the following information:

- a description of the disability;
- the date the disability occurred; and
- the cause of the disability.

Proof of Claim may include, but is not limited to, police accident reports, laboratory results, toxicology results, hospital records, x-rays, narrative reports, or other diagnostic testing materials as required.

Proof of Claim for disability must include evidence demonstrating the disability including, but not limited to, hospital records, Physician records, Psychiatric records, x-rays, narrative reports, or other diagnostic testing materials as appropriate for the disabling condition.

Proof must be satisfactory to NSU.

NSU may require as part of the Proof, authorizations to obtain medical and non-medical information.

Proof of your continued disability and regular and continuous care by a Physician must be given to NSU within 45 days of the request for proof.

### **When are benefits payable?**

Benefits are payable when NSU receives Proof of Claim that is satisfactory to NSU, after the medical and clinical reviews have been completed by SunLife and they have provided notification to NSU regarding benefit payments.

## CLAIM PROVISIONS

### When will a decision on my claim be made?

SunLife will send you a written notice of decision on your claim within a reasonable time after SunLife receives the claim but not later than 45 days after receipt of the claim. If SunLife cannot make a decision within 45 days after receiving your claim, SunLife will request a 30-day extension as permitted by U.S. Department of Labor regulations. If SunLife cannot render a decision within the extension period, SunLife will request an additional 30-day extension. Any request for extension will specifically explain:

1. the standards on which entitlement to benefits is based;
2. the unresolved issues that prevent a decision on the claim; and
3. the additional information needed to resolve those issues.

If a period of time is extended because you failed to provide necessary information, the period for making the benefit determination is tolled from the date SunLife sends notice of the extension to you until the date on which you respond to the request for additional information. You will have at least 45 days to provide the specified information.

No payment will be made until all of the necessary documentations have been received and SunLife has rendered a decision authorizing payment of benefits.

### What if my claim is denied?

If SunLife denies all or any part of your claim, you will receive a written notice of denial setting forth:

1. the specific reason or reasons for the denial;
2. the specific Program provisions on which the denial is based;
3. your right to receive, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits;
4. a description of any additional material or information needed to prove entitlement to benefits and an explanation of why such material or information is necessary;
5. a description of the appeal procedures and time limits;
6. the identity of an internal rule, guideline, protocol or other similar criterion, if any, that was relied upon to deny the claim and a copy of the rule, guideline, protocol or criterion or a statement that a copy is available free of charge upon request; and
7. the identity of any medical or vocational experts whose advice was obtained in connection with the claim, regardless of whether the advice was relied upon to deny the claim.

## CLAIM PROVISIONS

### **Can I request a review of a claim denial?**

If all or part of your claim is denied, you may request in writing a review of the denial within 180 days after receiving notice of denial.

You may submit written comments, documents, records or other information relating to your claim for benefits, and may request free of charge copies of all documents, records, and other information relevant to your claim for benefits.

SunLife will review the claim on receipt of the written request for review, and will notify you of SunLife's decision within a reasonable time but not later than 45 days after the request has been received. If an extension of time is required to process the claim, SunLife will notify you in writing of the special circumstances requiring the extension and the date by which SunLife expects to make a determination on review. The extension cannot exceed a period of 45 days from the end of the initial review period.

If a period of time is extended because you failed to provide information necessary to decide your claim, the period for making the decision on review is tolled from the date SunLife sends notice of the extension to you until the date on which you respond to the request for additional information. You will have at least 45 days to provide the specified information.

### **What if my claim is denied on review?**

If SunLife denies all or any part of your claim on review, you will receive a written notice of denial setting forth:

1. the specific reason or reasons for the denial;
2. the specific Program provisions on which the denial is based;
3. your right to receive, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits;
4. the identity of an internal rule, guideline, protocol or other similar criterion, if any, that was relied upon to deny the claim and a copy of the rule, guideline, protocol or criterion or a statement that a copy is available free of charge upon request; and
5. the identity of any medical or vocational experts whose advice was obtained in connection with the appeal, regardless of whether the advice was relied upon to deny the appeal.

### **Who are benefits payable to?**

Benefits payable during your lifetime are payable to you.

If a benefit is payable to your estate, if you are a minor, or you are not competent, NSU has the right to pay an amount of the benefit up to \$5,000 to any of your relatives that NSU considers entitled to those benefits. If NSU pays benefits in good faith to a relative, NSU will not have to pay those benefits again.

### **Who has discretionary authority under the Program?**

NSU has full, final, and conclusive discretion to determine eligibility for benefits and to interpret the terms of the Program. Benefits are payable under the Program only if NSU determines, in its discretion, that an individual is entitled to benefits. NSU's determinations and interpretations may only be overturned by a court if NSU's determinations and/or interpretations are arbitrary and capricious or an abuse of discretion.

### **What are NSU's examination rights?**

NSU, at its own expense, has the right to have any person, whose Injury or Sickness is the basis of a claim:

- examined by a Physician, other health professional or vocational expert of its choice; and/or
- interviewed by an authorized NSU representative.

This right may be used as often as reasonably required. If you refuse to be examined and/or interviewed, NSU may terminate or deny your claim for benefits, in its discretion.

### **Do these group benefits affect Workers' Compensation?**

The Plan is not in lieu of, and does not affect, any requirement for worker's compensation coverage or benefits.

## DEFINITIONS

**The following are terms you need to know.**

**Actively at Work** means that you perform all the regular duties of your job for a full work day scheduled by NSU at NSU's normal place of business or a site where NSU's business requires you to travel.

You are considered Actively at Work on any day that is not your regular scheduled work day (e.g., you are on vacation or holiday) as long as you were Actively at Work on your immediately preceding scheduled work day, and you:

- are not hospital confined; or
- are not disabled due to an injury or sickness.

You are considered Actively at Work if you usually perform the regular duties of your job at your home as long as you can perform all the regular duties of your job for a full work day and could do so at your Employer's normal place of business, if required, and you:

- are not hospital confined; or
- are not disabled due to an injury or sickness.

**Eligibility Date** means the date or dates you become eligible for coverage under the Program. Classes eligible for coverage are shown in the Benefit Highlights.

**Elimination Period** means a period of continuous days of your Total Disability when no STD benefit is payable. Your Elimination Period is shown in the Benefit Highlights and begins on your first day of Total Disability.

**Employee (You)** means a person who is employed by NSU, scheduled to work at least the number of hours shown in the Benefit Highlights, and paid regular earnings.

**Gross Weekly Benefit** means your weekly STD benefit before any reduction of Other Income Benefits.

**Hospital Confinement** means you are confined in a Hospital as a resident bed patient for a minimum of 24 hours. The confinement must be recommended by a Physician.

**Injury** means bodily impairment resulting directly from an accident and independently of disease. Any Injury must occur and Disability must begin while you are covered under the Program.

**Invasive Surgical Procedure** means a medically necessary surgical procedure performed by a Physician in a Hospital or Institution which requires entry into the body by means of a surgical incision or insertion of an instrument for repair or correction of a medical condition.

**Maximum Weekly Benefit** means the largest amount payable weekly to you. The Maximum Weekly Benefit is shown in the Benefit Highlights.

**Partial Disability or Partially Disabled** means because of your Injury or Sickness which caused your Total Disability, you continue to be unable to perform all of the material and substantial duties of your own occupation on a full-time basis, but you are:

- performing at least one of the material and substantial duties of your own occupation or another occupation on a part-time or full-time basis; and
- earning less than 80% of your Total Weekly Earnings due to your same Injury or Sickness that caused your Total Disability.

Partial Disability must begin within 14 days after your Total Disability benefits cease and you must have received at least one Total Disability Benefit payment. Partial Disability employment must be for NSU. Partial Disability employment cannot be for any other employer or self-employment.

The loss of your professional or occupational license, or your inability to obtain or qualify for a license for any reason does not, in itself, constitute Partial Disability.

To qualify for benefits, you must satisfy your Elimination Period with the required number of days of Total Disability. Your Elimination Period cannot be satisfied with days of Partial Disability.

If you are not working, you are not entitled to any benefits under the Program if NSU determines, in its discretion, that you are able to perform at least some of the material and substantial duties of your own occupation. If you are working, you are not entitled to any benefits under the Program if NSU determines, in its discretion, that you are not working to your capacity.

## DEFINITIONS

**Physician** means an individual who is operating within the scope of his license and is either:

- licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
- legally qualified as a medical practitioner

The Physician cannot be you, your spouse or the parents, brothers, sisters or children of you or your spouse.

**Pregnancy** means childbirth, miscarriage, abortion or any disease resulting from or aggravated by the pregnancy.

**Sickness** means illness, disease or pregnancy. A Disability, because of Sickness, must begin while you are covered under the Program.

**Total Disability or Totally Disabled** means because of your Injury or Sickness, you are unable to perform all of the material and substantial duties of your own occupation and you are not engaged in any occupation for wage or profit.

The loss of your professional or occupational license or your inability to obtain or qualify for a license for any reason does not, in itself, constitute Total Disability.

To qualify for benefits, you must satisfy your Elimination Period with the required number of days of Total Disability.

**Waiting Period** means the length of time immediately before your Eligibility Date during which you must be employed in an Eligible Class. Any period of time before the Plan Effective Date that you were Actively at Work for NSU as a full-time Employee will count towards completion of your Waiting Period. The Waiting Period is shown in the Benefit Highlights.

Nova Southeastern University, Inc. Short Term Disability Program for Non-Occupational Illness or Injury Only has been established to provide welfare benefits for its employees. Specifically, the Program provides short term disability benefits to participants under the terms and conditions of the Program.

#### PROGRAM INFORMATION

1. The name of the program is: Nova Southeastern University, Inc. Short Term Disability Program for Non-Occupational Illness or Injury Only
2. The End of the Program Year is: March 31st
3. The Program Sponsor is: Nova Southeastern University
4. The Employer Identification Number (EIN) is: 59-1083502
5. The Claims Administrator is: Sun Life Assurance Company of Canada  
One Sun Life Executive Park  
Wellesley Hills, MA 02481

The Claims Administrator is delegated certain administrative duties under the plan. The Claims Administrator is not an insurer of benefits under the Program, has not issued any insurance policy to fund benefits under the Program, and is not otherwise liable for any benefits under the Program.

6. The Program Administrator is: Nova Southeastern University  
3301 College Avenue  
Ft. Lauderdale, FL 33314

The Program Administrator controls and manages the operation and administration of the Program, and it has full discretionary authority in fulfilling its duties.

7. Agent for Service of Legal Processes: Nova Southeastern University  
3301 College Avenue  
Ft. Lauderdale, FL 33314
8. Authority to Amend and Terminate: Nova Southeastern University acting through properly authorized delegates, hereby reserves the right at any time, without prior notice and without consent of anyone, to modify or amend any or all of the Program for any reason. This reservation of rights includes the right to require, change, or discontinue any contributions required of participants toward the cost of the benefit. In exercising its authority, NSU will comply with the requirements of any applicable law.
9. Sources of Contributions and Benefits Paid: Benefits are paid from the Program. Benefits are funded by NSU.

#### *Receive Information About Your Plan and Benefits*

Examine, without charge, at the Program Administrator's office and at other specified locations, such as worksites, all documents governing the Program.

Obtain upon written request to the Program Administrator, copies of documents governing the operation of the Program, including copies of the Summary Plan Description.