

SHORT-TERM DISABILITY

Plan Summary

HealthTrust 

TABLE OF CONTENTS

IMPORTANT INFORMATION	1
About This Plan Summary.....	1
IMPORTANT TERMS	2
SHORT-TERM DISABILITY PLAN COVERAGE	3
Eligibility	3
Enrollment and Coverage.....	3
When STD Coverage Ends.....	4
HOW SHORT-TERM DISABILITY COVERAGE WORKS	5
When STD Benefits Begin	5
Your STD Benefit Amount	5
Filing a Claim	6
Payment of Premiums During a Disability	7
Offsets and Adjustments to Your STD Benefit Amount.....	7
When STD Benefits End	8
WHEN STD BENEFITS ARE NOT PAYABLE	8
Exclusions and Limitations.....	8
OTHER INFORMATION	9
Subrogation and Recovery of Benefit Payments.....	9
Appeal Procedures - Appealing a Denied Claim	9
General Provisions.....	10

This booklet summarizes the current terms and conditions of the Short-Term Disability Plan offered by your employer; it is only a summary and is subject to the actual terms of the Plan as set forth in the Agreement between your employer and HealthTrust. In the event of any discrepancy between this booklet and the Plan, the Plan terms will always govern.

You may request a copy of the Plan from your employer or HealthTrust. If you have any questions regarding this booklet or the Plan terms, please contact your employer or HealthTrust.

IMPORTANT INFORMATION

About This Plan Summary

This booklet summarizes the current terms and conditions of your employer's group Short-Term Disability (STD) Plan (the Plan), including your eligibility rights, obligations, and benefits under the Plan. The specific terms and conditions of the Plan are set forth in a Member Group Short-Term Disability Benefits Agreement (the Agreement) between your employer and HealthTrust, Inc. (HealthTrust). Only HealthTrust and your employer may change the terms of your Plan.

This STD Plan Summary is available online at www.healthtrustnh.org. The Schedule of Benefits, which is an important part of this Plan Summary, contains important details about your employer's Plan. The Schedule of Benefits is provided to you upon initial enrollment and upon Plan updates.

You may request a hard copy of any of these documents from your employer or HealthTrust. If you have any questions regarding this booklet or the Plan terms, please contact your employer or HealthTrust. Contact HealthTrust's Enrollee Services at 800.527.5001 or enrolleeservices@healthtrustnh.org.

The STD benefits described in this booklet are effective only if you are eligible for coverage, become covered, and remain covered in accordance with the terms and conditions of the Plan, including those terms summarized on the Schedule of Benefits.

While every effort has been made to make the Schedule of Benefits and this booklet as accurate as possible, they are only summaries and are subject to the actual terms of the Plan as set forth in the Agreement between your employer and HealthTrust. In the event of any discrepancy between this booklet and the Plan, the Plan terms will always govern.

This booklet summarizes the current terms and conditions of the Short-Term Disability Plan offered by your employer; it is only a summary and is subject to the actual terms of the Plan as set forth in the Agreement between your employer and HealthTrust. In the event of any discrepancy between this booklet and the Plan, the Plan terms will always govern.

You may request a copy of the Plan from your employer or HealthTrust. If you have any questions regarding this booklet or the Plan terms, please contact your employer or HealthTrust.

The **Schedule of Benefits** provides important details about your employer's plan. It summarizes the probationary period, benefits waiting period, STD benefit amount, maximum benefit period, and maximum STD benefit amount for your employer's Short-Term Disability Plan. If you have questions or need more information about the Plan, contact your employer.

IMPORTANT TERMS

To better understand the Plan, here are definitions of some important terms (there are more elsewhere in this Summary and in the Plan):

- An **accident** is a recent and sudden unexpected happening, casualty, or mishap that directly causes bodily injury requiring treatment by a physician and which results in your Disability within 90 days. The bodily injury must be a physical injury that results directly from the accident and is not related to any other cause. A bodily injury that occurred before you became covered under the Plan will be treated as an illness.
- The **Benefits waiting period** means the length of time you must be continuously and totally disabled before STD Benefits begin.
- **Contributory coverage** means you are required to pay some or all of the premium for your coverage. **Non-contributory** means the premium for your coverage is paid in full by your employer.
- **Earnings** means your base weekly pay from your employer excluding commissions, bonuses, overtime pay and any other extra compensation. Earnings are determined as of the day before you become totally disabled.
- An **illness** is a sickness, disease or long-term medical condition, including pregnancy or complications of pregnancy, that requires treatment by a physician. Illness shall not include a bodily injury that is the result of an accident (as defined above) unless the accident occurred before you became covered under the Plan.
- **Maximum benefit period** is the longest period for which STD benefits are payable for any one period of continuous disability as set forth in the Schedule of Benefits. The maximum benefit period will begin when your benefits waiting period ends. STD benefits are not payable after the end of the maximum benefit period even if you are still disabled.
- A **physician** is a licensed medical professional, diagnosing and treating you within the scope of the physician's medical license. Under the Plan, a physician does not include you or anyone related to you by blood, marriage, or adoption.
- **Probationary period** means the amount of time an employee must wait before coming covered under the STD plan.
- **Totally disabled or total disability** means that you are unable to perform the material duties of your job due to an accident or illness.
- **The STD Benefit Amount** is the gross weekly benefit amount payable to you during a period of disability subject to any maximums, reductions or adjustments in accordance with the terms and conditions of the Plan.

This booklet summarizes the current terms and conditions of the Short-Term Disability Plan offered by your employer; it is only a summary and is subject to the actual terms of the Plan as set forth in the Agreement between your employer and HealthTrust. In the event of any discrepancy between this booklet and the Plan, the Plan terms will always govern.

You may request a copy of the Plan from your employer or HealthTrust. If you have any questions regarding this booklet or the Plan terms, please contact your employer or HealthTrust.

SHORT-TERM DISABILITY PLAN COVERAGE

Without disability coverage to protect your income, a disabling accident or injury can be financially devastating for you and your family. That is why your employer offers you STD benefits coverage through the Plan. HealthTrust administers the Plan for your employer.

Eligibility

You are eligible to enroll in the Plan as long as you:

- Are a regular employee in an eligible class who is regularly scheduled to work at least 20 hours per week; and
- Meet the other eligibility requirements established by your employer, including satisfying any probationary period; and
- Are a citizen or legal resident of the United States, its territories, or Canada; and
- Are not a seasonal or temporary employee or full-time member of the armed forces of any country.

Enrollment and Coverage

Enrolling in the Plan

To be covered by the Plan, you must enroll for coverage. To enroll, you must complete an application form, available from your employer, and be accepted for coverage.

When Coverage Begins

If your coverage under the Plan is paid for in full by your employer (noncontributory), your coverage will become effective on the first of the month following the date you first meet the eligibility requirements, even if your application form is received after you become eligible. If the Plan requires you to pay for some or all of your coverage (contributory), your coverage will become effective on the first of the month following the date you first meet the eligibility requirements, provided your application is received and accepted within 60 days of the date you first become eligible. See the Schedule of Benefits for the type of coverage that exists for your group.

If you first become eligible on the first day of a month, your coverage will become effective on the same day.

Your employer may have a *probationary period* that you are required to complete before you become eligible to enroll in the STD plan. See the *Schedule of Benefits* or check with your employer for details.

This booklet summarizes the current terms and conditions of the Short-Term Disability Plan offered by your employer; it is only a summary and is subject to the actual terms of the Plan as set forth in the Agreement between your employer and HealthTrust. In the event of any discrepancy between this booklet and the Plan, the Plan terms will always govern.

You may request a copy of the Plan from your employer or HealthTrust. If you have any questions regarding this booklet or the Plan terms, please contact your employer or HealthTrust.

Proof of Good Health Upon Late Enrollment in Contributory Plans

Provided you enroll in the Plan when you are first eligible, you are not required to provide proof of good health. If your Plan is contributory and you do not apply for coverage within 60 days of becoming eligible, you may be required to show proof of good health, which may include a physical exam at your own expense. In this case, your coverage will become effective on the first of the month coincident with or next following approval of your late application. Please note that your late application for STD coverage in a contributory plan may be denied.

Actively at Work

For your coverage under the Plan to begin, you must be actively at work. Actively at work means that you are performing the material duties of your job.

If you are not actively at work because of an accident or illness on the date your coverage is scheduled to begin, your coverage will become effective the first of the month coincident with or next following your return to active work.

When STD Coverage Ends

Under the Plan, your STD coverage ends on the earliest of the date:

- You are no longer actively at work;*
- Your employment ends;
- You cease to be in an eligible class of employees or otherwise fail to satisfy any requirement for participation;
- Your Effective Date of coverage (or such other date as specified by HealthTrust) if HealthTrust determines that you have provided misleading or fraudulent information related to your eligibility or coverage;
- The Agreement between your employer and HealthTrust terminates; or
- Any required premiums are not paid.

*Note: Provided required premiums continue to be made, your coverage will continue if you are not actively at work because you are disabled due to a non-work-related accident or illness, or during a temporary layoff or leave of absence period. During a layoff or leave of absence period, your coverage may be continued for up to three months in accordance with your employer's written policy. Your coverage will then end unless you return to active work as an eligible employee.

This booklet summarizes the current terms and conditions of the Short-Term Disability Plan offered by your employer; it is only a summary and is subject to the actual terms of the Plan as set forth in the Agreement between your employer and HealthTrust. In the event of any discrepancy between this booklet and the Plan, the Plan terms will always govern.

You may request a copy of the Plan from your employer or HealthTrust. If you have any questions regarding this booklet or the Plan terms, please contact your employer or HealthTrust.

HOW SHORT-TERM DISABILITY COVERAGE WORKS

If you become totally disabled, short-term disability coverage protects a portion of your income for the benefit period—the length of time for which STD benefits are payable under your Plan. During the benefit period, your employer will pay you STD benefits in accordance with the provisions of the Plan.

When STD Benefits Begin

You are eligible to begin receiving benefits on the first day after you satisfy your benefits waiting period — the amount of time you must be continuously and totally disabled before your STD benefits begin. Your benefits waiting period begins on the first day of your total disability that you are not engaged in active work. In order to begin receiving benefits under the Plan, your STD coverage must be in effect and premiums must be fully paid.

If you return to work for less than 90 days and become disabled again, your disability is considered one period of disability, provided it is due to the same or a related cause. If your disability is due to an unrelated cause, it will be considered a new period of disability, provided you had returned to work for at least one full day.

Your STD Benefit Amount

Total Disability

After you become totally disabled and have completed the benefits waiting period as specified in the Schedule of Benefits, you begin receiving a weekly benefit. Unless your Plan provides for a fixed benefit amount, your benefit will be based on your weekly earnings, up to a maximum weekly amount as specified in the Schedule of Benefits. Your weekly earnings mean your base weekly salary just before your disability began, and does not include any commissions, bonuses, overtime pay, or any other extra compensation. If your weekly earnings change during the benefit period, your benefits will continue to be paid based on your weekly earnings at the time of your disability, unless the change is retroactive to before your disability date.

If you are totally disabled for less than one full week, you will receive one-seventh of the STD benefit amount for each day that you are disabled. Your STD benefits are subject to reduction or adjustment as described below under “Offsets and Adjustments to Your STD Benefit Amount.”

Once your claim has been approved, STD benefits are paid weekly.

This booklet summarizes the current terms and conditions of the Short-Term Disability Plan offered by your employer; it is only a summary and is subject to the actual terms of the Plan as set forth in the Agreement between your employer and HealthTrust. In the event of any discrepancy between this booklet and the Plan, the Plan terms will always govern.

You may request a copy of the Plan from your employer or HealthTrust. If you have any questions regarding this booklet or the Plan terms, please contact your employer or HealthTrust.

Important Information About Taxes

Depending on the terms of your employer's Plan, you may pay for all or part of the premium cost of your STD coverage. If your employer pays the full cost of your coverage and the premium cost is not taxable to you, **you are required to pay any applicable taxes** on any benefit payments that you receive under the Plan.

However, if you are required to pay for all or part of your premium and you do so on an after-tax basis, a corresponding portion of the benefits you receive will not be taxable.

Partial Disability

If you are able to return to work on a part-time basis after you have been totally disabled and have completed the benefits waiting period, you are considered partially disabled. In this case, your benefits will be reduced based on the number of hours you were actively at work each week plus any hours you were able to work but took annual/vacation leave.

Filing a Claim

Generally

Claims for STD Benefit Amounts must be filed with us on properly completed and executed HealthTrust claim forms. Claim forms include sections to be completed by you, your employer and your physician. You are responsible for submitting the required forms and supporting documentation, including any supplemental information required by us, in support of your STD claim.

To avoid any loss of or delay in receiving STD benefits, you should file a claim for disability benefits as soon as you know that you are or will be disabled. You can obtain a claim form from your employer. Then,

1. Complete the “Employee” sections of the form;
2. Have your physician complete the “Physician Statement” section; and
3. Return the completed form to your employer, who will complete the “Employer” section and forward it to HealthTrust.

When you file a claim for STD benefits, you will receive a written decision on your claim within a reasonable time period. If you do not receive a decision within 30 days after your claim is received, you have the right to have your claim reviewed as if your claim had been denied. For a description of your rights if your claim is denied, see below under “Appeal Procedures – Appealing a Denied Claim.”

Proof of Loss

When you apply for STD benefits, you are required to provide proof of loss satisfactory to HealthTrust at your own expense. Proof of loss means written evidence from your physician verifying that you are totally disabled. As part of the claim form, you must sign an authorization for HealthTrust to obtain from your medical provider any other information required to process your claim. Proof of loss must be provided within one (1) year of the date you become disabled. In addition, you must provide HealthTrust with any other items needed to support or process your claim.

This booklet summarizes the current terms and conditions of the Short-Term Disability Plan offered by your employer; it is only a summary and is subject to the actual terms of the Plan as set forth in the Agreement between your employer and HealthTrust. In the event of any discrepancy between this booklet and the Plan, the Plan terms will always govern.

You may request a copy of the Plan from your employer or HealthTrust. If you have any questions regarding this booklet or the Plan terms, please contact your employer or HealthTrust.

HealthTrust may periodically request, at its own expense, that you be examined by specialists chosen by HealthTrust, including physicians, psychologists, psychiatrists, or vocational evaluators. Failure to cooperate with such a request may result in a loss of benefits under the Plan.

Time and Method of Payment

Once your claim has been approved, STD benefits are paid weekly while your disability continues. The weekly STD benefits will be paid to you by your employer subject to all required withholdings.

Payment of Premiums During a Disability

Premiums for your STD coverage must continue to be paid while you are disabled. If, at any time, you are required to pay all or part of the premium cost, you are responsible for making these payments while you are disabled. Contact your employer to make arrangements.

Offsets and Adjustments to Your STD Benefit Amount

Your STD benefits will be reduced by any other benefits or payments for loss of income for which you may be eligible while disabled, including benefits or payments under any:

- State or federal disability income or unemployment benefit or similar law or act;
- Written sick pay, annual/vacation pay or salary continuation policy or similar plan of your employer, but only to the extent such payments plus STD Benefit Amounts (prior to this offset) exceed 100% of your weekly earnings prior to your disability;
- Individual insurance policy where the premium is wholly or partially paid by your employer;
- Compulsory “no fault” automobile insurance; or
- Settlement or judgment of a lawsuit that compensates you for loss of earnings.

This booklet summarizes the current terms and conditions of the Short-Term Disability Plan offered by your employer; it is only a summary and is subject to the actual terms of the Plan as set forth in the Agreement between your employer and HealthTrust. In the event of any discrepancy between this booklet and the Plan, the Plan terms will always govern.

You may request a copy of the Plan from your employer or HealthTrust. If you have any questions regarding this booklet or the Plan terms, please contact your employer or HealthTrust.

If, after STD benefit payments have begun, it is determined that your benefit payments have been overstated or understated, your payments will be adjusted. If the amount of your benefit has been:

- Underpaid, you will receive an additional payment to bring your payments to the correct amount;
- Overpaid, you must refund the overpayment amount to the Plan. In some cases, the Plan may reduce or eliminate any future payments due to you rather than requiring you to repay this amount in one lump sum.

When STD Benefits End

Your STD benefit payments will end on the earliest of the date:

- You are no longer disabled or you die;
- You fail to provide satisfactory proof of continuing disability; or
- The last day of the maximum benefit period (even if you continue to be Totally or Partially Disabled thereafter).

If you become totally disabled while covered under this Plan, your eligibility for STD benefits will not be affected by the termination of:

- The Agreement between your employer and HealthTrust after you become totally disabled; or
- Your coverage under the Plan while the Agreement remains in effect, unless your coverage is terminated due to your failure to pay any required premiums.

WHEN STD BENEFITS ARE NOT PAYABLE

Exclusions and Limitations

Short-term disability benefits are not payable for:

- Any disability caused or contributed to by war or any act of war, declared or undeclared, or any act of terrorism;

This booklet summarizes the current terms and conditions of the Short-Term Disability Plan offered by your employer; it is only a summary and is subject to the actual terms of the Plan as set forth in the Agreement between your employer and HealthTrust. In the event of any discrepancy between this booklet and the Plan, the Plan terms will always govern.

You may request a copy of the Plan from your employer or HealthTrust. If you have any questions regarding this booklet or the Plan terms, please contact your employer or HealthTrust.

- Any disability caused or contributed to by your commission of, or attempt to commit, a felony or contributed to by your engaging in an illegal occupation or activity;
- Any disability caused or contributed to by intentionally self-inflicted injuries;
- Any day for which you are not certified as totally or partially disabled by a physician;
- Any period of disability for which you receive or would be eligible to receive (if you filed a claim) workers' compensation or similar benefits or payments. If your claim for workers' compensation or other benefits is resolved in a manner that results in any payment to you by a workers' compensation carrier or similar source, you must repay the Plan the full amount of STD benefits (if any) paid to you while your claim for workers' compensation or similar benefits was pending.

OTHER INFORMATION

Subrogation and Recovery of Benefit Payments

By accepting coverage under the Plan, you agree that to the extent STD benefits are paid to you pursuant to the terms of the Plan, your employer and HealthTrust will be subrogated and succeed to any recovery or right of recovery you have against (i) any third party who is responsible for causing your disability, or (ii) any workers' compensation carrier, other insurer or similar source, or your employer for any income replacement benefits which are paid or payable to you due to your period of disability. You have an obligation to promptly notify your employer and HealthTrust of any such recovery rights, compensation or benefits sources, and to take such action, provide such information and assistance, and execute such documents, as HealthTrust may require to assist in the recovery of such payments. You also agree not to take any action that would prejudice any such recovery rights.

Appeal Procedures - Appealing a Denied Claim

If any part of your claim for STD benefits is denied, you will receive a written notice of denial that includes:

- The reason for the denial, referencing the specific parts of the Plan on which the denial is based;
- A description of any additional information or material needed to support your claim;
- An explanation of why the additional information or material is necessary; and

This booklet summarizes the current terms and conditions of the Short-Term Disability Plan offered by your employer; it is only a summary and is subject to the actual terms of the Plan as set forth in the Agreement between your employer and HealthTrust. In the event of any discrepancy between this booklet and the Plan, the Plan terms will always govern.

You may request a copy of the Plan from your employer or HealthTrust. If you have any questions regarding this booklet or the Plan terms, please contact your employer or HealthTrust.

- An explanation of these appeal procedures for a denied claim.

You may request a review of the denial of your claim in writing within 60 days after you receive notice of the denial. **You are required to follow these appeal procedures before taking any legal action.**

Your appeal should be sent to:

HealthTrust
Disability Income Benefits – *Confidential Material*
P.O. Box 617
Concord, NH 03302-0617

You may include any written comments or other items that support your claim. You also may review any non-privileged information that relates to your request for review.

Your appeal will be reviewed promptly upon receipt. You will receive a notice of the Plan's decision within 90 days after your request for review is received. This decision will include the reasons for the decision and references to the relevant parts of the Plan. This decision on appeal will be final and binding on you, your employer and the Plan, except that it does not prevent any party from pursuing any other legal right or remedy the party otherwise may have.

General Provisions

If you become disabled, any STD benefits to which you are entitled under the Plan will be paid to you by your employer. Payment generally will be made in the same manner as your ordinary wages and your employer is responsible for deducting any applicable federal income and employment taxes or other withholdings from your STD benefit amounts.

Your employer and HealthTrust reserve the right to amend or terminate the Plan, in whole or in part, at any time. Any such amendment or termination of the Plan or benefits may apply to all active employees as either separate groups or as one group.

HealthTrust, as administrator of the Plan for your employer, has full discretion and authority to determine eligibility for benefits under the Plan and to interpret all provisions of the Plan and this Summary. On occasion, HealthTrust may, at its option, choose not to enforce all of the terms and conditions of the Plan. However, this does not mean that HealthTrust or your employer will waive or give up any rights under the Plan at a future date.

This booklet summarizes the current terms and conditions of the Short-Term Disability Plan offered by your employer; it is only a summary and is subject to the actual terms of the Plan as set forth in the Agreement between your employer and HealthTrust. In the event of any discrepancy between this booklet and the Plan, the Plan terms will always govern.

You may request a copy of the Plan from your employer or HealthTrust. If you have any questions regarding this booklet or the Plan terms, please contact your employer or HealthTrust.

This booklet summarizes the current terms and conditions of the Short-Term Disability Plan offered by your employer; it is only a summary and is subject to the actual terms of the Plan as set forth in the Agreement between your employer and HealthTrust. In the event of any discrepancy between this booklet and the Plan, the Plan terms will always govern.

You may request a copy of the Plan from your employer or HealthTrust. If you have any questions regarding this booklet or the Plan terms, please contact your employer or HealthTrust.

This booklet summarizes the current terms and conditions of the Short-Term Disability Plan offered by your employer; it is only a summary and is subject to the actual terms of the Plan as set forth in the Agreement between your employer and HealthTrust. In the event of any discrepancy between this booklet and the Plan, the Plan terms will always govern.

You may request a copy of the Plan from your employer or HealthTrust. If you have any questions regarding this booklet or the Plan terms, please contact your employer or HealthTrust.



PO Box 617 • Concord, NH 03302-0617
Toll-Free: 800.527.5001 • Phone: 603.226.2861 • Fax: 603.415.3096
www.healthtrustnh.org