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Short Term Income Protection  
For

Management/Confidential and UCPEA  
Employees of The University  
of Connecticut who have elected the  
Alternate  
Retirement Plan (ARP)

**Short Term Disability**

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## TABLE OF CONTENTS

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### Group Short Term Disability Benefits

	PAGE
CERTIFICATE OF INSURANCE .....	2
SCHEDULE OF INSURANCE .....	3
Must you contribute toward the cost of coverage? .....	3
Who is eligible for coverage?.....	4
When will You become eligible? (Eligibility Waiting Period).....	5
ELIGIBILITY AND ENROLLMENT .....	5
When does Your coverage start?.....	6
When will coverage become effective if a disabling condition causes You to be absent from work on the date it is to start?.....	7
BENEFITS.....	8
How do benefits become payable for Total Disability? .....	8
How are benefits paid for Partial Disability? .....	9
When will benefit payments cease?.....	9
EXCLUSIONS .....	10
What disabilities are not covered? .....	10
TERMINATION .....	11
When does your insurance terminate? .....	11
Does your insurance coverage continue while you are Disabled and no longer an Active Employee? .....	13
GENERAL PROVISIONS.....	14
DEFINITIONS.....	17

A note on capitalization in this benefits booklet:

Capitalization of the first letter of a word or phrase not normally capitalized according to the rules of standard punctuation (Weekly Earnings, for example) indicates a word or phrase that is defined in the DEFINITIONS section, or that refers back to an item found in the Schedule of Benefits.

PS-M-73



**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**  
Hartford, Connecticut  
(Herein called Hartford Life)

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**CERTIFICATE OF INSURANCE**

Under  
**The Group Insurance Policy**  
**as of the Effective Date**  
Issued by  
**HARTFORD LIFE**  
to  
**The Policyholder**

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This is to certify that Hartford Life has issued and delivered the Group Insurance Policy to The Policyholder.

The Group Insurance Policy insures the employees of the Policyholder who:

- are eligible for the insurance;
- become insured; and
- continue to be insured;

according to the terms of the Policy.

The terms of the Group Insurance Policy which affect an employee's insurance are contained in the following pages. This Certificate of Insurance and the following pages will become your Booklet-certificate. The Booklet-certificate is a part of the Group Insurance Policy.

This Booklet-certificate replaces any other which Hartford Life may have issued to the Policyholder to give to you under the Group Insurance Policy specified herein.

**Richard G. Costello, Secretary**

**John C. Walters, President**

## SCHEDULE OF INSURANCE

Final interpretation of all provisions and coverages will be governed by the Group Insurance Policy on file with Hartford Life at its home office.

Policyholder: THE UNIVERSITY OF  
CONNECTICUT

Group Insurance Policy: GRH-206250

Plan Effective Date: July 1, 1999

**THE BENEFITS DESCRIBED HEREIN ARE THOSE IN EFFECT  
AS  
OF JULY 1, 2003.**

This plan of Short Term Disability Insurance provides you with short term income protection if you become Disabled from a covered accident, sickness or pregnancy.

**Must you contribute toward the cost of coverage?**

You must contribute toward the cost of coverage.

**Who is eligible for coverage?**

Eligible Class(es):

All Active Full-time Employees who are Management/Confidential or who are members of the Connecticut Professional Employees Association (UCPEA) and who are in the State of Connecticut Alternate Retirement Program (ARP) and who are eligible for state-paid medical insurance and who are U.S. citizens or U.S. residents, excluding temporary and seasonal employees

The **Weekly Benefit** will be the lesser of:

- 70% of Your Weekly Earnings; or
- \$1,000,

reduced by Other Income Benefits.

The **Minimum Weekly Benefit** will be \$50.

The **Maximum Duration of Benefits** for a Disability is:

- 26 week(s) if caused by Accident;
- 26 week(s) if caused by Sickness.

**Benefits Commence** for Disability caused by:

- Accident: on the 30th day of Total Disability
- Sickness: on the 30th day of Total Disability

**When will You become eligible? (Eligibility Waiting Period)**

If You are working for the Employer prior to the Plan Effective Date and are covered under the Prior Plan, You are eligible for coverage on the later of the Plan Effective Date or the date You enter an eligible class.

If You start working for the Employer after the Plan Effective Date, You are eligible for coverage on the later of the Plan Effective Date or the date You enter an eligible class.

**ELIGIBILITY AND ENROLLMENT**

**Who are Eligible Persons?**

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

**When will You become eligible?**

You will become eligible for coverage on either:

1. the Plan Effective Date, if You have completed the Eligibility Waiting Period; or if not
2. the date on which You complete the Eligibility Waiting Period.

See the Schedule of Insurance for the Eligibility Waiting Period.

**How do You enroll?**

To enroll for any option, you must:

1. complete and sign a group insurance enrollment form which is satisfactory to us; and
2. deliver it to the Employer.

If You do not enroll within 60 days after becoming eligible, You must submit Evidence of Insurability satisfactory to us.

### **What is Evidence of Insurability?**

If You are required to submit Evidence of Insurability, You must:

1. complete and sign a health and medical history form provided by us;
2. submit to a medical examination, if requested;
3. provide any additional information and attending physicians' statements that we may require; and
4. furnish all such evidence at Your own expense.

We will then determine if You are insurable under the plan.

### **WHEN COVERAGE STARTS**

#### **When does Your coverage start?**

If you must contribute towards the plan's cost, your coverage will start on the date determined below:

1. the date you become eligible, if you enroll or have enrolled by then \*;
2. the date on which you enroll, if you do so within 31 days after the date you are eligible; or
3. the date we approve your Evidence of Insurability, if you are required to submit Evidence of Insurability.

\* If you enrolled by July 6, 1999, your coverage will begin on the Plan Effective Date. If you enrolled after July 6, 1999 but by July 31, 1999, your coverage will begin on August 1, 1999.

## **DEFERRED EFFECTIVE DATE**

### **Will coverage become effective if a disabling condition causes You to be absent from work on the date it is to start?**

If You are absent from work due to Your:

1. accidental bodily injury;
2. sickness;
3. pregnancy;
4. Mental Illness; or
5. Substance Abuse,

on the date Your insurance or increase in coverage would otherwise have become effective, the effective date of the coverage or increase in coverage will be deferred until You have been Actively at Work for one full work-day.

## **CHANGES IN COVERAGE**

### **Can you change benefit options?**

You may increase coverage to a higher option without submitting Evidence of Insurability only within 31 days of such a change.

Any such increase in coverage is subject to the limitations stated in the Deferred Effective Date provision.

### **Do coverage amounts change if there is a change in your class or your rate of pay?**

Your coverage may increase or decrease on the date there is a change in your class or Weekly Earnings. However, no increase in coverage will be effective unless on that date you:

1. are an Active Full-time Employee; and
2. are not absent from work due to your being Disabled.

If you were so absent from work, the effective date of such increase will be deferred until you are Actively at Work for one full day.

No change in your Weekly Earnings will become effective until the date we receive notice of the change.

**What happens if the Employer changes the Plan?**

Any increase or decrease in coverage because of a change in the Schedule of Insurance will become effective on the date of the change, except that the limitations on increases stated in the Deferred Effective Date provision will apply.

**BENEFITS****How do benefits become payable for Total Disability?**

If, while covered under this Benefit, you become Totally Disabled, and furnish proof to us that you remain Totally Disabled, we will pay the Weekly Benefit shown in the Schedule of Insurance.

The amount of any Weekly Benefit payable shall be reduced by the total amount of all Other Income Benefits, including any amount for which you could collect but did not apply.

See the Schedule of Insurance for the Weekly Benefit, the Minimum Weekly Benefit, the Maximum Duration of Benefits, and when Benefits Commence.

No benefits will be payable unless you are under the care of a Physician other than yourself.

## PARTIAL DISABILITY BENEFITS

### **How are benefits paid for Partial Disability?**

After benefits have commenced for Total Disability, if you return to work on a part-time or limited duty basis because you are Partially Disabled, the following calculation is used to determine your Weekly Benefit:

$$\text{Weekly Benefit} = ((A - B) / A) \times C$$

Where

**A** = Your pre-disability Weekly Earnings.

**B** = Your Current Weekly Earnings.

**C** = The Weekly Benefit payable if you were Totally Disabled.

Your Weekly Benefit, however, will not be less than the Minimum Weekly Benefit shown in the Schedule of Insurance.

### **How is a benefit calculated for a period of less than a week?**

If a Weekly Benefit is payable for less than a week, we will pay 1/5 of the Weekly Benefit for each day you were Disabled.

### **When will benefit payments cease?**

Benefit payments will stop on the first to occur of:

1. the date you are no longer Disabled;
2. the date you fail to furnish proof that you continue to be Disabled;
3. the date you refuse to be examined, if we require an examination;
4. the last day benefits are payable according to the Maximum Duration of Benefits shown in the Schedule of Insurance; or
5. the date you die.

## **RECURRENT DISABILITY**

### **What happens to your benefits if you return to work as an Active Employee and then become Disabled again?**

If you return to work as an Active Employee for 15 consecutive days or more, any recurrence of a disability will be treated as a new Disability with respect to when Benefits Commence and the Maximum Duration of Benefits, as shown in the Schedule of Insurance.

If recurrent periods of Disability are:

1. due to the same or a related cause; and
2. separated by less than 15 consecutive days of work as an Active Employee,

they will be considered to be the same period of Disability.

## **MULTIPLE CAUSES**

### **How long will benefits be paid if a period of Disability is extended by another cause?**

If a period of Disability is extended by a new cause while weekly benefits are payable, weekly benefits will continue while you remain Disabled, subject to the following:

1. weekly benefits will not continue beyond the end of the original Maximum Duration of Benefits; and
2. the Exclusions will apply to the new cause of Disability.

## **EXCLUSIONS**

### **What Disabilities are not covered?**

The plan does not cover, and no benefit shall be paid for, any:

1. injury, sickness, Mental Illness, Substance Abuse, or pregnancy not being treated by a Physician or surgeon;
2. Disability caused or contributed to by war or act of war (declared or not);
3. Disability caused by your commission of or attempt to commit a felony, or to which a contributing cause was your being engaged in an illegal

occupation (an illegal occupation is one which can be defined as a misdemeanor or a felony);

4. Disability caused or contributed to by an intentionally self-inflicted injury;
5. sickness or injury for which workers' compensation benefits are paid, or may be paid, if duly claimed; or
6. injury sustained as a result of doing any work for pay or profit for another employer.

If You are receiving, or are eligible to receive, benefits for a Disability under a prior plan of disability benefits that:

1. was sponsored by the Employer; and
2. was terminated on the day before the Effective Date of this plan,

then no benefits will be payable for the Disability under this plan.

## **TERMINATION**

### **When does your insurance terminate?**

Your insurance will terminate on the earliest of:

1. the date the Group Insurance Policy terminates;
2. the date the Group Insurance Policy no longer insures your class;
3. the date premium payment is due but not paid by the Employer;
4. the last day of the period for which you make any required premium contribution, if you fail to make any further required contribution;
5. the date on which you cease to be an Active Employee in an eligible class, including:
  - a) temporary layoff;
  - b) leave of absence, including but not limited to leave for military service;
  - c) work stoppage (including a strike or lockout); or
  - d) the date your Employer ceases to be a Participant Employer, if applicable.

### **Notice of Termination**

If Your insurance will terminate because the group policy will terminate, the policyholder is required by the laws of the State of Connecticut to give You written notice of the termination at least 15 days before it happens. This requirement applies even if the terminating insurance will be replaced by other group insurance.

### **May coverage be continued during a family or medical leave?**

If you are granted a leave of absence according to the Family and Medical Leave Act of 1993, your Employer may continue your insurance for up to 12 weeks, or longer if required by state law, following the date your coverage would have terminated, subject to the following:

1. the leave authorization must be in writing;
2. the required premium for you must be paid;
3. your benefit level, or the amount of earnings upon which your benefit may be based, will be that in effect on the day before said leave commenced; and
4. such continuation will cease immediately if one of the following events should occur:
  - a) the leave terminates prior to the agreed upon date;
  - b) the termination of the Group Insurance Policy;
  - c) non-payment of premium when due by the Policyholder or you;
  - d) the Group Insurance Policy no longer insures your class; or
  - e) the date your Employer ceases to be a Participant Employer, if applicable.

Continuation During Workers' Compensation: If your Employer is not governed by ERISA and You receive compensation under the Connecticut Workers' Compensation Chapter of the Connecticut General Statutes, Your coverage will be continued until the earliest of:

- 1) the date Your Workers' Compensation terminates; or
- 2) the date the Policy terminates.

**Does your insurance continue while you are Disabled and no longer an Active Employee?**

If you are no longer an Active Employee because you are Disabled, your Short Term Disability Insurance will be continued:

1. while you remain Disabled;
2. without payment of premium after the date we receive written notice of claim; and
3. until the end of the period for which you are entitled to receive Short Term Disability Benefits.

After Short Term Disability benefit payments have ceased, your insurance will be reinstated, provided:

1. you return to work for one full day as an Active Employee in an eligible class;
2. the Group Insurance Policy remains in force; and
3. the required premium is paid.

**Do benefits continue if the Group Insurance Policy terminates?**

If you are entitled to benefits while Disabled and the Group Insurance Policy terminates, benefits:

1. will continue as long as you remain Disabled by the same disabling condition; but
2. will not be provided beyond the date we would have ceased to pay benefits had the insurance remained in force.

Termination for any reason of the Group Insurance Policy will have no effect on our liability under this provision.

## GENERAL PROVISIONS

### **What happens if facts are misstated?**

If material facts about You were not stated accurately:

1. Your premium may be adjusted; and
2. the true facts will be used to determine if, and for what amount, coverage should have been in force.

No statement made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the statement must be in writing and signed by You.

### **When should we be notified of a claim?**

You must give us written notice of a claim within 30 days after Disability starts. If notice cannot be given within that time, it must be given as soon as reasonably possible. Such notice must include Your name, Your address and the Group Insurance Policy number.

### **Are special forms required to file a claim?**

When we receive a notice of claim, You will be sent forms for providing us with proof of loss. We will send these forms within 15 days after receiving a notice of claim. If we do not send the forms within 15 days, You may submit any other written proof which fully describes the nature and extent of Your claim.

### **When must proof of loss be given?**

Written proof of Your Disability must be sent to us within 90 days after the start of the period for which we owe payment. After that, we may require further written proof that You are still Disabled. If proof is not given by the time it is due, it will not affect the claim if:

1. it was not possible to give proof within the required time; and
2. proof is given as soon as reasonably possible; but
3. not later than 1 year after it is due, unless You are not legally competent.

We have the right to require, as part of the proof of loss:

1. Your signed statement identifying all Other Income Benefits; and
2. proof satisfactory to us that You and Your dependents have duly applied for all Other Income Benefits which are available.

### **May additional proof be required?**

We may have You examined to determine if You are Disabled. Any such examination will be:

1. at our expense; and
2. as reasonably required by us.

We reserve the right to determine if Your proof of loss is satisfactory.

### **Who gets the benefit payments?**

All payments are payable to You. Any payments owed at Your death may be paid to Your estate. If any payment is owed to Your estate, we may pay up to \$1,000 to any of Your relatives who is entitled to it in our opinion. Any such payment shall fulfill our responsibility for the amount paid.

### **When are payment checks issued?**

If written proof of loss is furnished, accrued benefits will be paid at the end of each week that You are Disabled. If payment is due at the end of a claim, it will be paid as soon as the written proof of loss is received.

### **What notification will You receive if Your claim is denied?**

If a claim for benefits is wholly or partly denied, You will be furnished with written notification of the decision. This written decision will:

1. give the specific reason(s) for the denial;
2. make specific reference to the policy provisions on which the denial is based;
3. provide a description of any additional information necessary to prepare a claim and an explanation of why it is necessary; and
4. provide an explanation of the review procedure.

### **What recourse do You have if Your claim is denied?**

On any claim, You or Your representative may appeal to us for a full and fair review. You may:

1. request a review upon written application within 180 days of the claim denial;
2. request copies of all documents, records, and other information relevant to Your claim; and
3. submit written comments, documents, records and other information relating to Your claim.

We will make a decision no more than 45 days after we receive Your appeal unless we determine special circumstances exist that require an extension of time to process the appeal. If Your appeal requires extension, we will make our decision no more than 90 days after we receive Your appeal. The written decision will include specific references to the Policy provisions on which the decision is based.

### **When can legal action be started?**

Legal action cannot be taken against us:

1. sooner than 60 days after due proof of loss has been furnished; or
2. later than the expiration of:
  - a) 3 years; or if longer, or
  - b) the period of time stated in the applicable Statute of Limitations, after the time written proof of loss is required to be furnished according to the terms of the Group Insurance Policy.

### **What are our subrogation rights?**

If You:

1. suffer a Disability because of the act or omission of a third party;
2. become entitled to and are paid benefits under the Group Insurance Policy in compensation for lost wages; and
3. do not initiate legal action for the recovery of such benefits from the third party in a reasonable period of time,

then we will be subrogated to any rights You may have against the third party and may, at our option, bring legal action to recover any payments made by us in connection with the Disability.

### **Must You apply for Social Security Disability Benefits?**

We may require that You apply for Social Security Disability Benefits if it appears that Your Disability may meet the minimum duration required to qualify for such benefits. If the Social Security Administration denies Your eligibility for any such benefits, You will be required to follow the process established by the Social Security Administration to reconsider the denial and, if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals.

### **Who interprets policy terms and conditions?**

We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of the Group Insurance Policy.

## DEFINITIONS

The terms listed will have these meanings:

**Active Employee** means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. The employee must work the number of hours in the Employer's normal work week. Active Employee status is determined by the Policyholder based upon the conditions stated in your employment contract with the Employer, in accordance with your job position, and upon your eligibility for State of Connecticut medical benefits paid for by your employer.

### **Actively at Work**

You will be considered to be actively at work with the Employer on a day which is one of the Employer's scheduled work days if you are performing, in the usual way, all of the regular duties of your job on a full time basis on that day. This means you are either at your Employer's place of business that day, or at some location to which you are required to travel for your Employer's business. You will be deemed to be actively at work on a day which is not one of the Employer's scheduled work days only if you were actively at work on the preceding scheduled work day.

**Current Weekly Earnings** means the Weekly Earnings you receive from any employer or for any work while Disabled and eligible for Partial Disability benefits under this plan.

**Disability** means Total or Partial Disability.

**Disabled** means Totally or Partially Disabled.

**Employer** means the Policyholder.

**Mental Illness** means any psychological, behavioral or emotional disorder or ailment of the mind, including physical manifestations or psychological, behavioral or emotional disorders, but excluding demonstrable structural brain damage.

**Other Income Benefits** mean the amount of any benefit for loss of income, provided to you or to your family as a result of the period of Disability for which you are claiming benefits under this plan. This includes any such benefits for which you or your family are eligible, or that are paid to you, your family, or to a third party on your behalf. This includes the amount of any benefit for loss of income from:

1. the United States Social Security Act, the Civil Service Retirement System, the Railroad Retirement Act, the Jones Act, the Canada Pension Plan, the Quebec Pension Plan or similar plan or act that you, your spouse, or your children are eligible to receive because of your Disability;
2. any plan or arrangement of coverage, whether insured or not, as a result of employment by or association with the Employer, or as a result of membership in or association with any group, association, union or other organization;
3. the Veteran's Administration or any other foreign or domestic governmental agency for the same Disability;
4. any governmental law or program that provides disability or unemployment benefits as a result of your job with the Employer;
5. any temporary or permanent disability benefits under a workers' compensation law, occupational disease law, or similar law; or
6. individual insurance policy where the premium is wholly or partially paid by the Employer.

Other Income Benefits will also include the amount of any benefits for loss of income from:

1. the portion of a settlement or judgement, minus associated costs, of a lawsuit that represents or compensates for your loss of earnings; or
2. compulsory "no-fault" automobile insurance.

Any general increase in benefits required by law that you are entitled to receive under any Federal Law will not reduce the Short Term Disability Benefit payable for a period of Total Disability that began prior to the date of such increase.

If you are paid Other Income Benefits in a lump sum, we will pro-rate the lump sum:

1. over the period of time it would have been paid if not paid in a lump sum; or
2. if such period of time cannot be determined, over a period of 260 weeks.

**Partial Disability or Partially Disabled** means that, immediately following a period of Total Disability for which you were eligible to receive a Weekly Benefit, you are:

1. still prevented by the same disabling condition from performing essential duties of your occupation; but
2. you have recovered to the extent that you are:
  - a) able to perform some, but not all, of the essential duties of your or any occupation; and
  - b) as a result, you are earning more than 20% but no more than 80% of your pre-disability Weekly Earnings.

**Physician** means a practitioner of a healing art, which we are required by law to recognize, who is properly licensed, and practicing within the scope of that license.

**Prior Plan** means the short term disability plan carried by the Employer on the day before the Plan Effective Date.

### **Sickness vs. Accident**

A Disability shall be deemed to be caused by sickness, and not by accident, if:

1. it is caused or contributed to by:
  - a) any condition, disease or disorder of the body or mind;
  - b) any infection, except a pus-forming infection that occurs as the result of an accident;
  - c) hernia of any type unless it is the immediate result of an accidental injury covered by this plan;
  - d) any disease of the heart;
  - e) Mental Illness;
  - f) Substance Abuse;
  - g) pregnancy;
  - h) any medical treatment for items (a) through (g) above; or
2. it is caused directly or indirectly by accident, but commences more than 30 days after the date of the accident.

**Substance Abuse** means the pattern of pathological use of alcohol or other psychoactive drugs and substances characterized by:

1. impairments in social and/or occupational functioning;
2. debilitating physical condition;
3. inability to abstain from or reduce consumption of the substance; or
4. the need for daily substance use to maintain adequate functioning.

Substance includes alcohol and drugs but excludes tobacco and caffeine.

**Total Disability or Totally Disabled** means that you are prevented by:

1. accidental bodily injury;
2. sickness;
3. Mental Illness;
4. Substance Abuse; or
5. pregnancy,

from performing the essential duties of your occupation, and as a result, you are earning less than 20% of your pre-disability Weekly Earnings.

**We, us** or **our** means the Hartford Life and Accident Insurance Company.

**Weekly Earnings** means your usual weekly rate of pay in effect January 1st or July 1st immediately preceding the date of disability, excluding

1. commissions;
2. bonuses;
3. overtime pay;
4. longevity pay; or
5. any other fringe benefit or extra compensation.

**You** or **your** means the insured person to whom this Booklet-certificate is issued.



**The Plan Described in this Booklet  
is Insured by the**

**Hartford Life and Accident Insurance Company**  
Hartford, Connecticut

**Member of The Hartford Insurance Group**