

Checklist for
Disability Plan Document and Summary Plan Description

Person to Contact with Questions: _____

Telephone Number: (_____) _____

Email Address: _____

GENERAL PLAN INFORMATION

Group's Full Name: _____

Group's Address: _____

If above address is a post office box, street address: _____

Group's Telephone Number: (_____) _____

Internal Group Number or Billing Number (if any): _____

Employer Identification Number (EIN): _____

Plan Year (month to month): _____

Original Effective Date of Plan (month & year): _____

Date of this Restatement (month & year): _____

Is this an ERISA Plan? _____

If so, ERISA Plan Number: _____

Type of Benefits Offered (please circle): Disability _____

Participating Employers: _____

Third Party Administrator: _____

Is this a Union Plan: _____

If so, what is the Name of the Union: _____

What is the Local Number: _____

Is this a Government Plan: _____
 If so, is HIPAA applicable: _____
 Does the Plan comply with any state mandated benefits: _____
 List all states in which the Plan has Participants: _____

Is this a Church Plan: _____
 If so, is HIPAA applicable: _____
 Does the Plan comply with any state mandated benefits: _____
 List all states in which the Plan has Participants: _____

ELIGIBILITY FOR PARTICIPATION

Am I eligible to participate in the Plan?

As a full-time *employee* regularly scheduled to work at least [_____] hours per week, you are eligible for coverage when you...

	...complete your <i>waiting period</i> of [_____] days of continuous <i>active employment</i>
	...begin <i>active employment</i>

Return following layoff or termination

After you become covered under the Plan, if your employment ends and you return to *active employment* within [_____], your coverage will take effect on the first day you return to *active employment*. If you had not satisfied your *waiting period* before your employment ended and you return to *active employment* within [_____], you will be given credit for the period of time previously credited toward satisfaction of your *waiting period* on the first day you return to *active employment*.

OPTIONAL – KEEP or REMOVE

What if I do not enroll during my original eligibility period and later decide to apply for coverage?

	If you did not enroll during your original [_____]-day eligibility period, and have now decided to apply for coverage, you may do so by making written application to the <i>Plan Administrator</i> . In these circumstances, you will be considered a late enrollee. Coverage will be come effective at 12:01 A.M. on the...
	...first day following enrollment
	...first day of the month following enrollment
	Other:

OR

	If you did not enroll during your original [_____]-day eligibility period, and have now decided to apply for coverage, you may...
	...enroll for coverage...
	...enroll for coverage as a “late enrollee”...
	...during the <i>Plan’s</i> annual open enrollment period, which is the month of [_____] in each <i>plan year</i> . If you enroll during an open enrollment period, coverage will be effective at 12:01 A.M. on the first day of the month following the open enrollment period, unless you have not satisfied the <i>waiting period</i> . In that case, coverage will be effective on the...
	...first day following your completion of the <i>waiting period</i> .
	...first day of the month following your completion of the <i>waiting period</i> .
	Other:

OR

	If you do not enroll for coverage when you are first eligible, you are not permitted to enroll in the <i>Plan</i> at a later time.
	If you do not enroll for coverage when you are first eligible, you are not permitted to enroll in the <i>Plan</i> at a later time, except as set forth below in the section entitled “Special Enrollment Periods.”

Does the Plan want to use language for special enrollment? _____

If NO, please continue to the section entitled “Limitations for Late Enrollees.” If YES, please answer the following questions:

An *employee* who is already enrolled in a benefit package may enroll in another benefit package under the *Plan* if a *dependent* of that *employee* has a special enrollment right in the *Plan* because the *dependent* lost eligibility for other coverage. You must make written application for special enrollment in the new benefit package within 30 days of the date the other health coverage was lost.

OPTIONAL – KEEP or REMOVE

If the conditions for special enrollment are satisfied, coverage will be effective at 12:01 A.M.:

- For a marriage, on the...

	...date of the marriage
	...first day of the calendar month following enrollment
	Other:

What if I was covered under a prior plan?

Eligible *employees* of an acquired company who are *actively at work* and who were covered under the prior disability plan of the acquired company will be eligible for the benefits under this *Plan* on the date of acquisition. Any *waiting period* previously satisfied under the prior disability plan will be applied toward satisfaction of the *waiting period* of this *Plan*. In the event that an acquired company did not have a prior disability plan, you will be eligible on the date of the acquisition.

OPTIONAL – KEEP or REMOVE

CLAIM PROCEDURES

How many levels of appeal does the plan have? One Two

When Disability Claims Must Be Filed

Disability claims must be filed with the *third party administrator* within [] months of the date of the onset of the disability. Benefits are based upon the *Plan's* provisions in effect at the time of the onset of the disability. **Claims filed later than the above-referenced date shall be denied.**

SHORT TERM DISABILITY BENEFITS

Benefit limits:	
Weekly Benefit	[]% of weekly base pay (not including overtime, bonuses or commissions) to a maximum of \$[] per week
Minimum Benefit	\$[]
Maximum Period Payable	[] weeks per period of total disability
Benefits are payable:	
For <i>Illness</i>	Beginning on the []day
	Beginning on the []day [, retroactive to the []day if hospital confined/
For <i>Injury</i>	Beginning on the []day
	Beginning on the []day [, retroactive to the []day if hospital confined/

Am I entitled to short term disability benefits?

This benefit applies when you have a *total disability* that meets all of these tests:

	For purposes of this benefit, “ <i>total disability</i> ” and “ <i>totally disabled</i> ” means the complete inability to perform substantially all of the duties of your occupation as a result of <i>illness</i> or <i>injury</i> ;
	For purposes of this benefit, “ <i>total disability</i> ” and “ <i>totally disabled</i> ” means the complete inability to perform substantially all of the duties of your occupation [or of a similar occupation for which you are reasonably capable due to education and training,] as a result of <i>illness</i> or <i>injury</i> ;
	Your <i>total disability</i> is due to an <i>illness</i> or <i>injury</i> that, in either case, is non-occupational – that is, not arising from work for wage or profit; and
	Your <i>total disability</i> is due to an <i>illness</i> or <i>injury</i> that, in either case, is non-occupational – that is, not arising from work for wage or profit [except as provided under the section, “Coordination with Worker’s Compensation Benefits”]; and

The benefits of this *Plan* also apply when you have a *partial disability* that meets all of these tests:

	For purposes of this benefit, “ <i>partial disability</i> ” and “ <i>partially disabled</i> ” means an inability to perform substantially all of the duties of your occupation as a result of <i>illness</i> or <i>injury</i> , but, at the same time, the ability to work for the <i>participating employer</i> on a part-time or light-duty basis;
OR	
	For purposes of this benefit, “ <i>partial disability</i> ” and “ <i>partially disabled</i> ” means an inability to perform substantially all of the duties of your occupation [or of a similar occupation for which you are reasonably capable due to education and training,] as a result of <i>illness</i> or <i>injury</i> , but, at the same time, the ability to work for the <i>participating employer</i> on a part-time or light-duty basis;
	Such part-time or light-duty work is available for you with your <i>participating employer</i> ;
	Your <i>partial disability</i> begins while you are covered for this benefit;
	Your <i>partial disability</i> is due to an <i>illness</i> or <i>injury</i> that, in either case, is non-occupational – that is, not arising from work for wage or profit; and
OR	
	Your <i>partial disability</i> is due to an <i>illness</i> or <i>injury</i> that, in either case, is non-occupational – that is, not arising from work for wage or profit [except as provided under the section, “Coordination with Worker’s Compensation Benefits”]; and
	You are under the continuous care of a <i>physician</i> who is certifying the partial disability throughout the entire period of <i>partial disability</i> .
	If you fail to furnish satisfactory proof of <i>total disability</i> , no benefits or further benefits will be payable under the <i>Plan</i> .
	If you fail to furnish satisfactory proof of <i>total</i> [or <i>partial</i>] <i>disability</i> , no benefits or further benefits will be payable under the <i>Plan</i> .

How long will I receive short term disability benefits?

Benefits under this *Plan* will terminate on the earliest of the following:

	Acceptance of employment with any employer;
	Acceptance of employment with any employer[, other than part-time or light-duty work with the <i>participating employer</i>];
	Performance of work for compensation or profit.
	Performance of work for compensation or profit [other than part time or light duty work for the <i>participating employer</i>].

	Cessation of a <i>physician's</i> certification of <i>total disability</i> ;
	Cessation of a <i>physician's</i> certification of <i>total disability</i> [or <i>partial disability</i>];

	Return to work; or
	Return to work [on a full-time basis]; or

How will my benefits be coordinated with other income sources?

In addition, if you are *partially disabled* and are performing part-time or light duty work for your *participating employer*, wages received for this work will be integrated along with any other income or disability benefits, so that the total amount from all sources does not exceed the maximum weekly benefit amount stated above.

OPTIONAL – KEEP or REMOVE

If you wish to have other deductions made from your Short Term Disability Benefits, please contact the *Plan Administrator*.

OPTIONAL – KEEP or REMOVE

Coordination with worker's compensation benefits

If your *injury* or *illness* is work-related, and you are being covered for worker's compensation disability income benefits, you will be eligible to receive benefits for short term disability:

- For a time period required to satisfy any waiting period for benefits from worker's compensation, and
- For the amount of this *Plan's* maximum weekly benefit that is in excess of the weekly benefit amount from worker's compensation,

provided, however, that income or disability benefits available from all sources will not exceed the maximum weekly benefit stated above. For purposes of coordination of disability benefits with worker's compensation, the *Plan's* exclusion of coverage for work-related *illness* or *injury* will not apply.

OPTIONAL – KEEP or REMOVE

What is not covered?

No benefits will be paid for the following:

- Any days for which you receive wage allowances (according to the terms of a bargaining agreement, if any); however, these days will extend the maximum benefit period;

OPTIONAL – KEEP or REMOVE

	Any days on which you work full-time, part-time or light-duty, for any employer;
	Any days on which you work full-time, part-time or light-duty, for any employer, [other than part-time or light-duty work with the <i>participating employer</i>];

	Any period of disability resulting from a work-related <i>injury</i> or <i>illness</i>
	Any period of disability resulting from a work-related <i>injury</i> or <i>illness</i> , including that of previous employers or while self-employed
	Any period of disability resulting from a work-related <i>injury</i> or <i>illness</i> [except as provided through "Coordination with Workers Compensation"]
	Any period of disability resulting from a work-related <i>injury</i> or <i>illness</i> , including that of previous employers or while self-employed, [except as provided through "Coordination with Workers Compensation"]

	Disability related to <i>injuries</i> sustained, or an <i>illness</i> contracted, during the commission, or attempted commission, of a felony
	Disability related to <i>injuries</i> sustained, or an <i>illness</i> contracted, during the commission, or attempted commission, of a felony [or misdemeanor, or any illegal act or illegal occupation].

This exclusion will apply only if the participant is convicted of the illegal act;

OPTIONAL – KEEP or REMOVE

SUBROGATION, THIRD-PARTY RECOVERY AND REIMBURSEMENT

Does the Plan wish to include subrogation language? _____
If NO, please continue to the section entitled “Definitions.” If YES, please choose one of the following options:

	The attorney is required to sign an agreement, and the Plan pays a share of the fees
	The attorney is not required to sign an agreement, and the Plan pays no fees
	The attorney is required to sign an agreement, and the Plan pays no fees

“Plan’s Pro Rata Share of Attorneys’ Fees”

“Plan’s Pro Rata Share of Attorneys’ Fees” shall mean an amount up to [_____] % of the amount subject to reimbursement to the Plan under this section, which may be deducted from any recovery as the Plan’s pro rata share of the participant’s attorneys’ fees.

DEFINITIONS

“Annual enrollment period” means the period from [_____] through [_____] each year during which employees may make new coverage elections.

“Employee” means... Such person must be scheduled to work at least [_____] hours per week in order to be considered “full-time.”

“Plan year” means the period commencing [_____] and continuing until the next succeeding anniversary.