

# Short-term Disability Insurance Overview

## Prepared for the employees of Zovio



**Forty-two percent of Americans live paycheck-to-paycheck.**

CareerBuilder, 2011 Survey

**60 percent of Americans do not have a “rainy day” fund to cover three months of unanticipated financial emergencies.**

FINRA Foundation State-by-

### **Short-term Disability Insurance Coverage – paid by your employer**

**Eligibility** – Active, full-time Executives Employees working a minimum of 30 hours per week are eligible on the first of the month following date of hire.

**Weekly Benefit** – This plan pays a benefit of up to 60% of your weekly covered earnings — to a maximum of \$1,200 per week. Your benefit amount will be reduced by any amounts payable to you by any of the sources listed under the “Effects of Other Income Benefits” section. Please note that if you live in a mandated disability state such as California, New York, New Jersey, Rhode Island, or Hawaii, you become eligible for STD benefits according to your states mandated plan. STD benefits supplements state-mandated benefits and benefits coordination rules apply.

**Definition of Disability** – Disability means that, solely because of a covered injury or sickness, you are unable to perform the material duties of your regular occupation and you are unable to earn 80% or more of your covered earnings from working in your regular occupation. We will require proof of earnings and continued disability.

**Covered Earnings** – Covered earnings means your wages or salary, excluding bonuses, commissions, overtime pay or other extra compensation.

**Elimination Period** – You must be disabled for 7 days from either accident or sickness.

**Effects of Other Income Benefits** – The disability benefit provided by this plan is a total benefit; that is, it will be reduced by any disability benefits payable on behalf of you or your dependents, or a qualified third party on behalf of you or your dependents, whether or not you are actually receiving them.

Other income sources that may reduce your benefits under this plan include:

- Any Social Security disability or retirement benefits you or any third party receive (or are assumed to receive) on your own behalf; or which your dependents receive (or are assumed to receive) because of your entitlement to such benefits.
  - Benefits payable by a Canadian and/or Quebec provincial pension plan.
  - Amounts payable under the Railroad Retirement Act.
  - Amounts payable under any local, state, provincial or federal government disability or retirement plan or law as it pertains to the employer.
  - Employer-paid portion of company retirement plan benefits.
  - Amounts payable by company sponsored sick leave or salary continuation plan.
  - Amounts payable by any franchise or group insurance or similar plan.
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- Benefits payable under work-loss provisions of any mandatory "no fault" auto insurance.
  - Any amounts paid on account of loss of earnings or earning capacity through settlement, judgment, arbitration or otherwise, where a third party may be liable, regardless of whether liability is determined.
  - Income sources that **WILL NOT** reduce your benefits under this plan are:
    - Benefits paid by personal, individual disability income policies.
    - Individual deferred compensation agreements.
    - Employee savings plans, including thrift plans, stock options or stock bonuses.
    - Individual retirement funds, such as IRA or 401(k) plans.
    - Profit-sharing, investment or other retirement or savings plans maintained in addition to an employer-sponsored pension plan.

## Additional Plan Details

### Earnings While Disabled

Benefits will be reduced for any week that benefits plus income from employment exceeds 100% of weekly covered earnings.

### Benefit Duration

Once you qualify for benefits under this plan, you continue to receive them until the end of the 12 week benefit period, or until you no longer qualify for benefits, whichever occurs first.

### Termination of Disability Benefits

Your benefits will terminate on the earliest of any of the following dates: the date the insurance company determines you are no longer disabled; the date you earn from any occupation more than the percentage of indexed earnings as defined in your definition of disability; the date the maximum benefit period ends; the date you cease to get appropriate care; the date you die; the date you refuse to participate without good cause in all required phases of the rehabilitation plan; the date you fail to cooperate with us in the administration of the claim. Benefits may be resumed if you begin to cooperate in the rehabilitation plan within 30 days of the date benefits terminated.

### Exclusions

This plan does not pay benefits for a disability which results, directly or indirectly, from any of the following: Suicide, attempted suicide, or whenever you injure yourself on purpose; war or any act of war, whether or not declared; active participation in a riot; commission of a felony; cosmetic surgery or medically unnecessary surgical procedures; an injury or sickness for which you are entitled to benefits from Workers' Compensation or occupational disease law; an injury or sickness that is work-related; the revocation, restriction or non-renewal of your license, permit or certification necessary for you to perform the duties of your occupation, unless solely due to injury or sickness otherwise covered by the policy. In addition, we will not pay disability benefits for any period of disability during which you are incarcerated in a penal or corrections institution for any reason.



### **Plan Termination**

Coverage terminates if the group policy is terminated, if you cease to be in active service, if you are no longer a member of an eligible class of employees, the day after the last date for which premium has been paid by you or the employer, or the date you become eligible for a plan of benefits intended to replace this coverage.

If you are disabled and receiving benefits under this plan, your benefits and coverage will continue until the expiration of your benefit period, or until you no longer qualify for benefits under the plan, whichever comes first.

### **When Coverage Takes Effect**

Your coverage takes effect on the later of the program's effective date, the date you become eligible, the date we receive your completed enrollment form, or the date you authorize any necessary payroll deductions.

If you have to submit evidence of good health, your coverage takes effect on the date we agree, in writing, to cover you.

If you're not actively at work on the date your coverage would otherwise take effect, you'll be covered on the date you return to work.

**This information is a brief description of the important features of the plan. It is not a contract. Terms and conditions of insurance are set forth in Group Policy No. LK-751171. Please refer to your Certificate of Insurance or Summary Plan Description for more detailed information. Coverage is underwritten by Life Insurance Company of North America, a Cigna company. "Cigna" and the Tree of Life logo are registered service marks of Cigna Intellectual Property, Inc. © Cigna 2019**