

# DISABILITY PLAN

This summary plan description, or SPD, outlines the major provisions of the Deseret Healthcare Disability Income Plan as of January 1, 2025.

The Disability Plan is administered by Group Reinsurance Plus (GRP), a specialty division of Hartford Life and Accident Insurance Company, a subsidiary of The Hartford Financial Services Group, Inc.

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## Key Points of the Plan

- Generally, the plan benefit equals two-thirds of your pre-disability income.
- This benefit is available to you as an eligible employee; it does not cover your spouse or dependent children.
- The definition of *disability* is crucial in determining eligibility and coverage.
- There is a 45-day waiting period before benefits can begin.
- Complete and submit your application within 30 days of your last day of work.

## Eligibility and Enrollment

If you're a full-time employee hired on or after January 1, 2025, and you neither enroll in DMBA's basic benefits program within 30 days of becoming eligible nor waive coverage, you are automatically enrolled in the Disability Plan and cannot disenroll until the next Open Enrollment period. Your coverage is effective on your eligibility date.

If you waived coverage or didn't enroll within 30 days of becoming eligible, but decide to enroll later, you must provide evidence of insurability to DMBA. After you apply, we'll send you a letter telling you whether you've been approved. Your coverage becomes effective the first day of the month after your application is approved. If you do not meet DMBA's health standards, you will not be eligible for Disability Plan coverage.

If you have a pre-existing condition that was treated or diagnosed or showed notable signs or symptoms within 90 days of you becoming eligible, you will not be eligible for Disability Plan coverage. Disabilities that are caused by pre-existing conditions are excluded for one year following enrollment in the Disability Plan, during which time you must be a full-time employee.

If you are enrolled in medical, dental, and/or Group Term Life at the time your disability benefits begin, you may change those benefit elections when you begin receiving disability benefits and during certain enrollment periods as long as you receive disability benefit payments as an inactive employee. If you choose to enroll in a plan with a higher monthly premium than your current plan, you must pay the difference in premiums.

The Disability Plan is only available to you as an eligible employee. It does not cover your spouse or dependent children.

## Benefit Amount

The Disability Plan benefit equals two-thirds of your pre-disability gross income, up to a maximum amount determined by the Internal Revenue Service. Exceptions are explained in

*Benefit Reductions* and in *Return-to-work Incentives* in this summary plan description (SPD). Generally, your pre-disability income is your regular monthly salary.

## Eligibility

To be eligible for Disability Plan benefits, you must be unable to perform at least 70% of your regular job duties because of illness or injury as documented by objective medical evidence.

Disability Plan benefits begin to pay after the waiting period, which is 45 continuous calendar days after your last day of full-time employment because of a disability. During this waiting period, Disability Plan benefits are not payable.

## Applying for Benefits

If you know or expect you cannot work for 45 continuous days or more because of a disability, follow these steps:

1. Obtain the *Disability Plan Application* from your employer.
2. Complete the employee statement.
3. Give the physician's section of the application to your doctor. Ask your doctor to be thorough in answering all questions in this section. Ask him or her to return this part of the application directly to GRP (on behalf of DMBA).
4. Return your statement to GRP:

Group Claims Department  
GRP  
P.O. Box 14294  
Lexington, KY 40512-4294

Email: [claimsubmission@groupclaims.com](mailto:claimsubmission@groupclaims.com)

Fax: 855-864-0530

Your employer will forward the employer statement to GRP as well. GRP then evaluates your eligibility to receive Disability Plan benefits.

To help us promptly respond to your request for benefits, please complete and submit your application within 30 days from your last day of work. If we need more information, we may contact you.

You will not be eligible for a benefit if we receive your application one year or more from your last day worked.

Provide the necessary medical documentation as required by GRP. It's your responsibility to make sure GRP receives all medical and/or psychiatric information necessary to document your claim. GRP will pay the documentation expense.

Benefits are paid each month based on GRP's payment schedule. Typically, it is the third week of the month. However, retroactive payments are paid two to four days after the approval.

## Medical recommendations

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You must seek and follow reasonable medical treatment recommended by your licensed and qualified physician. Failure to follow the recommendations to get relief for the disabling condition will result in the benefit being denied or discontinued.

You're not responsible for paying medical costs to document that you are—or continue to be—eligible for Disability Plan benefits. GRP will cover these costs. Some of these costs may be paid by your medical plan. GRP has the right to require independent medical exams during your disability to determine eligibility. In this case, GRP also pays for the exams.

## Definition of *Disability*

### First six months of benefit payments

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During the first six months of disability payments, your benefit eligibility is determined by your inability to work in *your current* occupation. To qualify for disability benefit payments, you must have a disabling injury or illness that prevents you from performing at least 70% of the duties of your regular occupation.

The benefit equals two-thirds (66.67%) of your regular monthly salary up to the maximum benefit allowed by the Disability Plan less any applicable offset. The benefit shall begin after the completion of the 45-day waiting period.

### Seven months or longer of benefit payments

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After the first six months of disability payments, your benefit eligibility is determined by your inability to work in *any* occupation. This means to qualify for disability benefit payments, your disability must prevent you from holding a *comparable job* (any job for which you have the ability to earn at least 70% of your pre-disability income).

The benefit equals two-thirds (66.67%) of your regular monthly salary up to the maximum benefit allowed by the Disability Plan less any applicable offset. If you are capable of earning wages from part-time employment and you do not work, the benefit will be adjusted according to what you are deemed capable of working. If you become partially disabled after you are deemed to be totally disabled, you must begin a rehabilitation program within three months of becoming partially disabled or disability benefits may be discontinued.

## Mental Health Benefit

To qualify for a benefit due to mental illness, you must have a diagnosed, manifest psychiatric disorder, as defined in the current *Diagnostic and Statistical Manual of Mental Disorders (DSM IV)*. A healthcare professional licensed to treat mental illness must submit a psychiatric evaluation and a written treatment plan to GRP.

To determine continued eligibility, your mental health professional must submit written treatment documentation every three months to GRP, including a report of your progress and compliance with your treatment plan. Failure to follow the treatment plan will result in

the termination of disability benefits immediately. You are responsible for treatment plan expenses and periodic reports.

Benefit payments may continue for up to 24 months from the end of your 45-day waiting period, unless you are committed to an institution licensed for the continuous care and treatment of people with mental illnesses. During a personalized treatment plan administered by an institution, GRP considers each case on an individual basis to determine continued eligibility. When GRP determines that medical justification for institutionalization no longer exists, this benefit shall immediately cease.

## Chronic Pain and Fatigue-related Illness

If you have chronic pain and/or a fatigue-related illness, you may be eligible for benefits for an aggregate total of 12 months while you are actively trying to find a diagnosis if your symptoms are

- primarily pain and/or fatigue;
- significantly interfering with your ability to work based on reports by you, your employer, your physician, family members, and others; and
- medically documented.

In addition, a correlating cause of the symptoms and a treatment plan must be identified.

If you are diagnosed with either chronic fatigue syndrome or fibromyalgia, you may be eligible for benefit payments for up to a maximum of 12 months, including any time you received benefit payments before your diagnosis.

If you have a disabling diagnosis in addition to chronic pain or a fatigue-related illness, you may be eligible for additional benefits beyond the 12-month limit. You must qualify based on plan guidelines.

## Concurrent Disabling Conditions

You can only be eligible for one Disability Plan benefit at a time. If you have more than one disabling condition, your benefit payments and the time of the Disability Plan benefit run concurrently, not consecutively.

For example, if you receive benefit payments for chronic fatigue and several months later the chronic fatigue is determined to be the result of another limited medical diagnosis, such as emotional illness, then the maximum benefit you may receive is up to 24 months.

## Basic Benefits

While you're receiving disability benefit payments, your basic benefits continue (medical, dental, Group Term Life, and disability). Your employer pays the entire monthly premium for the plan you were enrolled in immediately prior to your disability effective date. If you choose to enroll in a plan with a higher premium than your current plan, you must pay the difference in premiums.

You are responsible for paying the premiums for supplemental benefits (Supplemental Group Term Life and 24-Hour Accidental Death & Dismemberment) during the 45-day waiting period, as well as for the first six months after disability benefits begin. These premiums are usually deducted from your disability benefit payment. After the six-month period, your supplemental benefits' premiums will be waived. Your supplemental benefits continue at the same level as when you were working.

You continue to pay for any value-added benefits, such as group auto and homeowners' insurance and VSP (vision care).

## Deseret 401(k) Plan

If you are receiving Disability Plan benefits but no salary, sick pay, or paid leave, you cannot contribute to the Deseret 401(k) Plan and your employer will not make any contributions to your Deseret 401(k) Plan. Your Deseret 401(k) Plan account continues to be active.

For more information, see the *Deseret 401(k) Plan SPD*.

## Master Retirement Plan Benefit

If eligible, you receive Master Retirement Plan benefit credit as long as you continue to receive Disability Plan benefits.

For more information, see the *Master Retirement Plan SPD*.

## Flexible Spending

If you are receiving Disability Plan benefits but no salary, sick pay, or paid leave, you cannot contribute to the Flexible Spending program.

Your Flexible Spending participation stops at the end of the month during which you stop making contributions to your account. You can continue to submit expenses that were incurred before that time up to the submission deadline.

For more information, see the *Flexible Spending SPD*.

## Benefit Reductions

Your benefit payments are reduced, or offset dollar for dollar, by the amount of compensation you receive—or could receive—from the following sources, because of the disabling condition that qualifies you to receive benefits under the Disability Plan. Your benefit payment can be reduced as early as the date disability benefits began under the Disability Plan.

- Social Security (retirement) and disability benefits for you, your spouse, and/or children
- Workers' compensation benefits
- Money you recover from a third party or the insurer of a third party who caused your disabling injury or illness

- Lost-wage benefits provided by uninsured and underinsured or no-fault auto insurance programs
- Any other federal or state required disability or medical retirement benefit provided by your employer

If you are eligible for benefits from any of these sources, you must maintain eligibility in these programs and apply for the compensation they offer. If you do not, GRP estimates the offset and deducts it from your Disability Plan benefit payments.

The minimum monthly benefit payment you can receive from GRP is \$100.

## Rehabilitation and Vocational Training

To qualify for Disability Plan benefits you must be unable to earn 70% or more of your pre-disability income, but you may be able to perform some work. If so, you must participate in a rehabilitation program. You are responsible to seek a rehabilitation program and present it to GRP for approval. GRP may assist you in seeking or developing a rehabilitation program.

During rehabilitation, the benefit is designed to prepare you to return to work in a position where your disability is not a hindrance. The rehabilitation program may include vocational testing and training; physical, occupational, or speech therapy; workplace modification; or job placement. Vocational training may include educational training and may take place in colleges, trade or technical schools, or rehabilitation centers.

You're responsible for all costs associated with rehabilitation or vocational training programs. Some costs may be covered by your health plan benefits. If you choose *not* to begin your rehabilitation program in a timely manner or participate in an approved rehabilitation program, **you'll forfeit your Disability Plan benefit.**

You may receive benefit payments for a maximum of 24 months from the date you first had the ability to become involved in a rehabilitation or vocational program if you participate in an approved training program, and you continue to meet eligibility requirements. (Once you have the ability to earn at least 70% of your pre-disability income, you'll no longer be eligible for disability benefits.)

## Return-to-work Incentives

For the first 12 months of payments, you may retain all of your Disability Plan benefit as long as the amount you earn from part-time employment plus the Disability Plan does not exceed your pre-disability income. If this amount exceeds your pre-disability income, your benefit payment will be reduced, dollar for dollar.

After 12 months of part-time employment, your Disability Plan benefit will be recalculated to reflect all of your earnings from part-time employment. For example, if your pre-disability monthly earnings were \$3,000 and in the second 12 months you are able to earn \$2,000 a month, then your new lost earnings are \$1,000 and your benefit payment would be two-thirds of the \$1,000. The Disability Plan benefit combined with the part-time employment earnings cannot exceed your pre-disability income.



## End of Coverage

Coverage automatically ends on the earliest of the following dates:

- The last day of the month in which your employment ends, either voluntarily or involuntarily
- The date of your retirement
- The day you enter active duty in the armed forces of any country
- The last day of the month for which the premium is paid
- The termination date of the plan
- The date of your death
- The date your employer ceases to participate

## End of Benefit Payments

Benefit payments end on the earliest of the following dates:

- The day your employment ends, either voluntarily or involuntarily, such as retirement or termination
- The day you are no longer disabled or partially disabled (no longer eligible for the benefit)
- The day you enter active duty in the armed forces of any country
- The last day of the month for which the premium is paid
- The day you request benefit payments to end
- The date your maximum benefit period ends
- The date of your death
- When you fail to be under the regular care of a physician and to comply with reasonable treatment and/or procedures recommended by the attending physician

If you are receiving Disability Plan benefits, payments may continue up to the maximum time specified below or until you recover, whichever is sooner:

Age when disabled	Eligible benefit continues . . .
61 or younger	To 65
62	3½ years
63	3 years
64	2½ years
65	2 years
66	1¾ years
67	1½ years
68	1¼ years
69 or older	1 year

If you are receiving a limited benefit, payments may end sooner.



## Later Periods of Disability

If you return to work with a participating employer after receiving Disability Plan benefits and then have another period of disability for the same cause within six months of your claim closure, the second period is considered a continuation of the preceding period of disability and benefits shall be paid according to your regular monthly salary in effect at the time disability benefits were approved. With proper documentation, your benefit payments resume without having to satisfy another 45-day waiting period.

If you return to work and you have a new condition unrelated to any previous disability, or the same condition occurring more than six months after your claim closure, you must apply for disability benefit payments and again meet the 45-day waiting period.

If you terminate employment with a covered employer, this provision does not apply. An unsuccessful employment experience of less than six months with another employer will not qualify you to resume benefit payments under the Disability Plan.

This provision will not qualify you to receive benefit payments under a limited provision of the Disability Plan, such as the mental illness provision, to receive benefits for a period of time in excess of the maximum benefit limit.

## Master Retirement Plan Benefit

If applicable, you receive Master Retirement Plan benefit credit as long as you continue to receive Disability Plan benefits, unless you have reached the maximum benefit credit of 33 years. (For more information, see the *Master Retirement Plan SPD*.)

## Exclusions

Benefits are not available for disabilities caused wholly or partly, directly or indirectly, by any of the following:

### 1. War or political hostilities

- 1.1. War or act of war, or service in the military forces of any country at war, declared or undeclared

*War* includes hostilities made by force or arms by one country against another, or between countries or factions within a country, either with or without a formal declaration of war.

This exclusion does not apply while you are actively pursuing a specific assignment given and authorized by your employer.

### 2. Certain injuries or illnesses

- 2.1. Injury or illness directly resulting from military service
- 2.2. Injury or illness resulting from participation in or attempt at committing an assault or felony
- 2.3. Injury or illness that is a direct result of an addiction to or abuse of drugs or other substances including, but not limited to, substances identified by federal or state authorities as controlled

- substances, or that occurred while intoxicated or under the influence of an aforementioned substance, except for secondary illness or illnesses resulting from alcoholism or drug abuse
- 2.4. Injury or illness that is treated, diagnosed, or shows notable signs or symptoms within 90 days before you enroll in the plan, unless you remain treatment-free for 90 days after enrolling (see information about pre-existing conditions under *Eligibility and Enrollment*)

### 3. Self-harm

- 3.1. Attempted suicide or self-inflicted injuries while sane or insane

## Appeals Process

GRP, as the claims administrator, makes initial benefit determinations. If your claim is denied under the Disability Plan, you may appeal the denial. To initiate the appeals process, **GRP must receive your written appeal within 12 months** of the date GRP sent you the notification of the adverse benefit decision.

To appeal a decision about your benefit, you must submit a written statement detailing the appeal to DMBA:

Group Claim Appeal Unit  
DMBA  
P.O. Box 14087  
Lexington, KY 40512-4087

GRP will respond to you within 45 days.

DMBA makes final benefit determinations. If you disagree with the decision of your first-level appeal, you may resubmit your appeal to DMBA, which will conduct a second-level appeal. You must complete the first-level appeal and receive GRP's decision before filing a second-level appeal. DMBA must receive your written appeal within 60 days from when GRP sent you notification of the benefit decision of your first-level appeal.

To appeal GRP's first-level appeal decision, you must submit a written statement detailing the appeal to DMBA:

Appeals Coordinator, Disability Claims  
DMBA  
P.O. Box 45530  
Salt Lake City, UT 84145

## Table: Disability Claims Review Procedures

Notice of initial benefit determination	DMBA will send out the determination on your claim within 45 days after receiving your initial claim. If needed, DMBA is allowed two 30-day extensions to send out the determination, after notifying the participant.
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Incorrectly filed claim notice	If your initial claim lacks needed information, DMBA will send you an incorrectly filed claim notice within 45 days after receiving your initial claim, extended 30 days from the date we receive the required information.
You must complete the claim within . . .	45 days after receiving the notice to provide information
You must appeal the decision within . . .	12 months after receiving the claim denial
GRP, on behalf of DMBA, must provide a notice of the decision on the first level of appeal within . . .	45 days after your request for review (A 45-day extension is allowed with notice of special circumstances.)
If your claim continues to be denied after your first level of appeal and you still disagree with the claim determination, you may submit a second level appeal to DMBA with any additional information to be considered within . . .	60 days after GRP sent the notification of the first level appeal decision
Notification of benefit determination on second level of appeal	Five calendar days after the Claims Review Committee (CRC) makes the benefit determination at their scheduled meeting (at least quarterly) (If special circumstances require a further extension of time, a benefit determination may be provided no later than the third CRC meeting.)

## Plan Administrator Discretion

DMBA is the plan administrator and, in its sole discretion, determines appropriate courses of action in light of the reason and purpose for which the plan is established and maintained. In particular, DMBA has full and sole discretionary authority to interpret and construe the terms of all plan documents, including but not limited to the following: resolve and clarify inconsistencies, ambiguities and/or omissions in all plan documents; make determinations for all questions of eligibility for and entitlement to benefits; determine the status and rights of employees and other persons under this plan; make all interpretive and factual determinations as to whether any individual is entitled to receive any benefits under the terms of this plan; and determine the manner, time and amount of payment of any benefits under this plan. Benefits will be paid under this plan only if the plan administrator decides in its sole discretion that the individual is entitled to them. All such interpretations and decisions by DMBA shall be final, binding and conclusive on the employers, the employees, and any other parties affected thereby.

The plan administrator is empowered to delegate responsibility for plan administration, including the appointment of a claims administrator to approve or deny claims for plan benefits and conduct the day-to-day administration of the plan. GRP has been appointed as the claims administrator for the disability plan and has been delegated the authority to construe and interpret the plan, administer claims and to advise on eligibility for participation, eligibility for benefits, amount of benefits, make initial claims determinations,

etc. The decisions of GRP, on behalf of DMBA, relating to plan terms or eligibility are binding and conclusive. However, DMBA makes final claims determinations and shall make the final determination on all matters of dispute.

Any interpretation, determination or other action of the plan administrator shall be given deference in the event the determination is subject to judicial review. Any review by a court of a final decision or action of plan administrator shall be based only on such evidence presented to or considered by DMBA at the time it made the decision that is the subject of the court's review. Accepting any benefits or making any claim for benefits under this plan constitutes agreement with and consent to any decisions that DMBA makes, in its sole discretion and, further, constitutes agreement to the limited and deferential scope of review described herein.

## Notification of Benefit Changes

This plan is subject to the Employee Retirement Income Security Act (ERISA). DMBA reserves the right to amend, change, or terminate this plan at any time consistent with the legal plan document.

## Legal Notice

*We have made every effort to accurately describe the benefits and ensure that information given to you is consistent with other benefit-related communications. However, if there is any discrepancy or conflict between information in this document and other plan materials, the terms outlined in the plan document will govern.*