University of St. Thomas  
Welfare Benefit Plan  
Summary Plan Description  

As Amended and Restated Effective January 1, 2013

This document, together with the documents listed on the final page, constitutes the Summary Plan Description required by ERISA §102.

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1. Definitions

Capitalized terms used in the Plan have the following meanings:

“AD&D” means accidental death and dismemberment insurance.

“COBRA” means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.


“Dependent Care Reimbursement Account” means the dependent care assistance program established by the University under a separate document. The Dependent Care Reimbursement Account is a component benefit program under the Plan. It allows you to use pre-tax dollars to pay for the care of your eligible dependents while you are at work.

“Employee” means any common-law employee of the University who satisfies the eligibility provisions of Section 4 and who is not excluded from participation by the terms of an applicable component benefit program.


“Health Care Reimbursement Account” means the health flexible spending arrangement program established by the University under a separate document. The Health Care Reimbursement Account is a component benefit program under the Plan. It allows you to use pre-tax dollars to pay for most medical, dental, and vision expenses not reimbursed under other programs.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended.

“Insurance Companies” means the insurance companies providing the fully-insured benefits available under this Plan.

“Plan” means this University of St. Thomas Welfare Benefit Plan.

“Plan Administrator” means the University of St. Thomas.

“University” means the University of St. Thomas, a Minnesota non-profit corporation, with its primary address at 2115 Summit Avenue in St. Paul, Minnesota


2. Introduction

The University maintains the Plan for the exclusive benefit of its eligible employees and their spouses and dependents. The Plan provides benefits through the following component benefit programs:

- Cafeteria Plan
• Health Care Reimbursement Account
• Dependent Care Reimbursement Account
• Medical Benefit Program
• Dental Benefit Program
• Group Term Life Insurance Contract
• AD&D Insurance Contract
• Short-Term Disability Benefit Program
• Long-Term Disability Insurance Contract
• Legal Services Plan Contract
• Vision Insurance Contract
• Long-Term Care Insurance Contract

Some of these component benefit programs require completion of application forms, annual elections, and/or other administrative forms. The details of these administrative requirements are described in the documents listed in the “Incorporated Documents” section at the end of this Wrap SPD (the “Incorporated Documents”).

Each of the component benefit programs is summarized in a certificate of insurance booklet issued by an insurance company, a summary plan description (SPD) prepared specifically for that component benefit program, or another written governing document prepared by the University. See the “Incorporated Documents” section for a list of these documents.

Note: Not all of the component benefit programs are subject to ERISA. They are described as part of the Plan for purposes of convenience and because there may be other applicable laws (for example, the Internal Revenue Code) that require a written document.

Purpose of This Wrap SPD Document

This document is being provided to you to give you an overview of the Plan and to address certain information that may not be addressed in the Incorporated Documents. This document, together with the Incorporated Documents, is the SPD required by ERISA §102. This document is not intended to give you any substantive rights to benefits that are not already provided by the Incorporated Documents. If you have not received a copy of the Incorporated Documents, contact the Human Resources Department of the University. You must read the Incorporated Documents and this Wrap SPD to understand your benefits.

Electronic Forms

To facilitate efficient operation of the Plan, the Plan may allow forms (including, for example, election forms and notices), whether required or permissive, to be sent and/or made by electronic means.

3. General Information About the Plans

Plan Name

The University of St. Thomas Welfare Benefit Plan.
Type of Plan

The Plan is a welfare plan that provides Health Care Reimbursement Account, medical, dental, group term life, AD&D, short-term disability, long-term disability, legal services, vision, and long-term care benefits. Note: The Plan also includes a cafeteria plan under Code §125 and a Dependent Care Reimbursement Account under Code §129. The cafeteria plan and Dependent Care Reimbursement Account are not subject to ERISA.

Plan Year

The plan year is January 1–December 31.

Plan Number

The Plan number is 505.

Effective Date

This summary plan description describes the terms of the Plan as amended and restated effective January 1, 2013. Prior to January 1, 2013, the Plan was known as the University of St. Thomas Flexible Compensation Plan. Effective as of January 1, 2013, the University of St. Thomas Long Term Disability Plan, the University of St. Thomas Life Insurance Plan, and the University of St. Thomas Accidental Death and Dismemberment Plan are merged into this Plan.

Funding Medium and Type of Plan Administration

Some benefits under the Plan are self-funded, and other benefits are fully insured. As discussed below under the heading “How the Plan Is Administered,” the University and the Insurance Companies share responsibility for administering the component benefit programs under the Plan.

The Health Care Reimbursement Account, Dependent Care Reimbursement Account, medical, dental, and short-term disability programs are self-funded by the University. The group term life, AD&D, long-term disability, legal services, vision, and long-term care programs are fully insured.

The University is responsible for paying claims with respect to the self-funded component benefit programs. The Insurance Companies, not the University, are responsible for paying claims with respect to the insured component benefit programs.

Insurance premiums for employees and their eligible family members are paid in part by the University out of its general assets and in part by employees on a pre-tax basis through the cafeteria plan component benefit program. The Plan Administrator provides a schedule of the applicable premiums during the initial and subsequent open enrollment periods and upon request for each of the component benefit programs, as applicable. Contributions for the self-funded component benefit programs are also made by employees on a pre-tax basis through the cafeteria plan component benefit program under the Plan. Neither the Plan nor any of the component benefit programs offered through it have a trust.
Plan Sponsor & Plan Administrator

University of St. Thomas
2115 Summit Avenue
Mail #AQU 217
St. Paul, MN  55105-1096
(651) 962-6510

The Plan Administrator is the designated agent of the Plan for service of legal process and may be served at the University.

Plan Sponsor's Employer Identification Number

41-0693970

Insurance Companies

Certain benefits are provided through insurance contracts with the Insurance Companies listed below:

Sun Life Assurance Company of Canada (for group term life, AD&D, and long-term disability benefits)
One Sun Life Executive Park
Wellesley Hills, MA 02481
1-800-247-6875

Hyatt Legal Plans, Inc. (for legal service benefits)
1111 Superior Avenue
Cleveland, OH 44114-2407
1-800-821-6400

Fidelity Security Life Insurance Company (for vision benefits)
3130 Broadway
Kansas City, MO 64111-2406
1-800-648-8624

GenWorth Life Insurance Company (for long-term care benefits)
P.O. Box 64010
St. Paul, MN 55164-0010
1-800-416-3624

Named Fiduciary (for Benefit Claims)

For each of the self-funded component benefit programs, the Plan Administrator is the Named Fiduciary. For each of the insured component benefit programs, the Insurance Company is a Named Fiduciary with respect to decisions regarding whether a claim for benefits will be paid under the insurance contract.
Important Disclaimer

Benefits hereunder are provided pursuant to an insurance contract or governing written plan document adopted by the University. If the terms of this Wrap SPD document conflict with the terms of such insurance contract or governing plan document, then the terms of the insurance contract or governing plan document will control, rather than this Wrap SPD document, unless otherwise required by law.

4. Eligibility and Participation Requirements

Eligibility and Participation

An eligible employee with respect to the Plan is any common-law employee of the University who is eligible to participate in and receive benefits under one or more of the component benefit programs. The eligibility and participation requirements may vary depending on the particular component program. You must satisfy the eligibility requirements under a particular component benefit program in order to receive benefits under that program. To determine whether you or your family members are eligible to participate in a component benefit program, please read the eligibility information contained in the Incorporated Document for the applicable component benefit program.

Need for Enrollment: Time Limits

In general, eligible employees must complete an application form (available through the Human Resources Department) to enroll themselves and/or their eligible spouses and dependents. New employees must generally enroll within certain time periods after being hired, as described in the Incorporated Documents. Thereafter, enrollment is generally limited to the annual open enrollment period that occurs before January 1 of each year.

Special Enrollment Rights

In certain circumstances and with respect to particular component benefit programs, enrollment may occur at times outside of the open enrollment period (this is referred to as “special enrollment”), as explained in the Incorporated Documents. The Plan's Special Enrollment Notice also contains important information about your potential special enrollment rights. Contact the Human Resources Department if you need another copy.

When Participation Begins

Once you, as an eligible employee, have completed the necessary enrollment paperwork, your coverage under the Plan may begin. Requirements may vary depending on the component benefit program. For information about when coverage begins, please read the eligibility and participation information contained in the Incorporated Documents.

Termination of Participation

In general, your coverage under this Plan terminates on the last day of the month in which you terminate employment with the University. Coverage also terminates if you fail to pay your share
of the premium, if your hours drop below the required eligibility threshold, if you submit false
claims, and for certain other reasons described in the Incorporated Documents.

Coverage for your spouse and dependents stops when your coverage stops and for other reasons
specified in the Incorporated Documents (for example, divorce or a dependent attaining a certain
age). Coverage also ceases for employees, spouses, and dependents upon termination of the Plan.

Coverage under a particular component benefit program stops according to the terms and
conditions reflected in the Incorporated Documents. Note that termination of coverage under a
particular component benefit program does not necessarily mean your coverage under the Plan in
general terminates. You may still have coverage under another component benefit program.

Continuation Coverage Under COBRA and USERRA

There are several types of continuation coverage that may apply to particular component benefit
programs, as highlighted below. For more information, see the Incorporated Documents for the
particular component benefit programs.

If Health Care Reimbursement Account, medical, dental, or vision coverage for you or your
eligible family members ceases because of certain “qualifying events” specified in COBRA (for
example, termination of employment, reduction in hours, divorce, death, or a child's ceasing to
meet the definition of dependent), then you and your eligible family members may have the right
to purchase continuation coverage for a temporary period of time. If you have any questions
about your COBRA rights, please read the Incorporated Document for the applicable component
benefit program.

Continuation and reinstatement rights may also be available if you are absent from employment
due to service in the uniformed services pursuant to USERRA. More information about coverage
available pursuant to USERRA is included in the Incorporated Documents.

Note also that state law may provide continuation and/or conversion coverage.

5. Summary of Plan Benefits

Available Benefits and Contributions

The Plan provides you and your eligible spouse and/or dependents with medical, dental, group
term life, AD&D, short-term disability, long-term disability, legal services, vision, and long-term
care benefits. The Plan also provides you with the opportunity to participate in the Health Care
Reimbursement Account and Dependent Care Reimbursement Account. A summary of each
component benefit program provided under the Plan is set forth in one of the Incorporated
Documents listed at the end of this Wrap SPD.

In general, the cost of the benefits provided through the component benefit programs will be
funded in part by contributions made by the University and in part by pre-tax employee
contributions. The University will determine and periodically communicate your share of the
cost of the benefits provided through each component benefit program, and it may change that
determination at any time.
The University will make its contributions in an amount that (in the University's sole discretion) is at least sufficient to fund the benefits or a portion of the benefits that are not otherwise funded by your contributions. With respect to the insured component benefit programs, the University will pay its contribution and your contributions to the insurer. With respect to benefits that are self-funded, the University will use these contributions to pay benefits directly to (or on behalf of) you or your eligible family members from the University's general assets. Your contributions toward the cost of a particular benefit will be used in their entirety prior to using University contributions to pay for the cost of such benefit.

**Qualified Medical Child Support Orders**

With respect to the component benefit programs, the Plan extends benefits to an employee's non-custodial child, as required by any qualified medical child support order (QMCSO), under ERISA §609(a). The Plan has procedures for determining whether an order qualifies as a QMCSO. Participants and beneficiaries can obtain, without charge, a copy of such procedures from the Human Resources Department.

**Administrative Requirements and Timelines**

As described in the Incorporated Documents, there may be other reasons that a claim for benefits is not paid, or is not paid in full. For example, claims must generally be submitted for payment within a certain period of time, and failure to submit within that time period may result in the claim being denied. In this regard, please consult the Incorporated Documents.

**6. How the Plan Is Administered**

**Plan Operations**

Because benefits under the Plan are provided both through insurance contracts and on a self-funded basis, the Plan is administered by the University and the Insurance Companies.

**Plan Administration**

The University is the Plan Administrator. As the Plan Administrator, the University is responsible for satisfying certain legal requirements under ERISA with respect to the Plan (for example, distributing SPDs). The Rewards and Recognition Manager of the University is the person who acts on behalf of the Plan Administrator. The University has agreed to indemnify the Rewards and Recognition Manager for any liability that he or she incurs as a result of acting on behalf of the Plan Administrator, unless such liability is due to his or her gross negligence or misconduct.

The principal duty of the Plan Administrator is to see that the Plan functions according to its terms, and for the exclusive benefit of persons entitled to participate in the Plan. The administrative duties of the Plan Administrator include, but are not limited to, interpreting the Plan, prescribing applicable procedures, determining eligibility for and the amount of benefits, authorizing benefit payments, and gathering information necessary for administering the Plan. The Plan Administrator may delegate any of these administrative duties among one or more
persons or entities, provided that such delegation is in writing, expressly identifies the delegate(s), and expressly describes the nature and scope of the delegated responsibility.

The Plan Administrator has the discretionary authority to interpret the Plan to make eligibility and benefit determinations as it may determine in its sole discretion. The Plan Administrator also has the discretionary authority to make factual determinations as to whether any individual is entitled to receive any benefits under the Plan.

The University will bear its incidental costs of administering the Plan.

**Power and Authority of Insurance Companies**

Certain benefits under the Plan are fully insured. Benefits are provided under a group insurance contract entered into between the University and the Insurance Companies. Claims for benefits are sent to the Insurance Companies. The Insurance Companies are responsible for determining and paying claims, not the University.

The Insurance Companies are responsible for (a) determining eligibility for a benefit and the amount of any benefits payable under the Plan; and (b) providing the claims procedures to be followed and the claims forms to be used by eligible individuals pursuant to the Plan.

As the Named Fiduciary for benefit determinations, the Insurance Companies have the discretionary authority to interpret the Plan in order to make benefit determinations. The Insurance Companies also have the authority to require eligible individuals to furnish them with such information as they determine necessary for the proper administration of the Plan.

**Your Questions**

If you have any general questions regarding the Plan (including, for example, whether you are eligible to participate in the Plan or a particular component benefit program offered through the Plan, or the amount of any benefit payable under the self-funded component benefit plans), please contact the Rewards and Recognition Manager, who acts on behalf of the Plan Administrator.

If you have any question regarding your eligibility for, or the amount of, any benefit payable under the fully insured component benefit plans, please contact the appropriate Insurance Company.

**7. Circumstances That May Affect Benefits**

**Denial, Recovery, or Loss of Benefits**

Your benefits (and the benefits of your eligible family members) will cease when your participation in the Plan terminates. See Section 4.

Your benefits will also cease upon termination of the Plan.
Other circumstances can result in the termination, reduction, recovery (through subrogation or reimbursement), or denial of benefits. For example, benefits may be denied under the medical or dental benefit programs if you have a preexisting condition and incur costs within the exclusionary period. See the Incorporated Documents for additional information.

8. Amendment or Termination of the Plan

Amendment or Termination

As the sponsor of the Plan, the University has the right to amend or terminate the Plan at any time. The Plan may be amended or terminated by a written instrument duly adopted by the University or any of its delegates. Please note that an insurance contract is not necessarily the same as the Plan. (An insurance contract is how benefits under a particular component program offered through the Plan are provided.) Consequently, termination of an insurance contract does not necessarily terminate the Plan.

9. No Contract of Employment

No Contract of Employment

The Plan is not intended to be, and may not be construed as constituting, a contract or other arrangement between you and the University to the effect that you will be employed for any specific period of time.

10. Claims Procedures

Claims for Fully Insured Benefits

For purposes of determining the amount of, and entitlement to, benefits of the component benefit programs provided under insurance or contracts, the respective insurer is the named fiduciary under the Plan, with the full power to interpret and apply the terms of the Plan as they relate to the benefits provided under the applicable insurance contract.

To obtain benefits from the insurer of a component benefit program, you must follow the claims procedures under the applicable insurance contract, which may require you to complete, sign, and submit a written claim on the insurer’s form. (See the Incorporated Documents for more information.)

The insurer will decide your claim in accordance with its reasonable claims procedures, as required by ERISA (if ERISA applies) and other applicable law. The insurer has the right to secure independent medical advice and to require such other evidence as it deems necessary in order to decide your claim. If the insurer denies your claim in whole or in part, you will receive a written notification setting forth the reason(s) for the denial.

If your claim is denied, you may appeal to the insurer for a review of the denied claim. The insurer will decide your appeal in accordance with its reasonable claims procedures, as required by ERISA (if ERISA applies) and other applicable law. If you do not appeal on time, you will lose your right to file suit in a state or federal court, because you will not have exhausted your
internal administrative appeal rights (which generally is a prerequisite to bringing suit in state or federal court). Note that under certain circumstances, you may also have the right to obtain external review (that is, review outside of the Plan). (See the Incorporated Documents for more information.)

Claims for Self-Funded Benefits

For purposes of determining the amount of, and entitlement to, benefits under the component benefit programs provided through the University's general assets, the Plan Administrator is the named fiduciary under the Plan, with the full power to make factual determinations and to interpret and apply the terms of the Plan as they relate to the benefits provided through a self-funded arrangement.

To obtain benefits from a self-funded arrangement, you must complete, execute, and submit to the Plan Administrator a written claim on the form available from the Plan Administrator. The Plan Administrator has the right to secure independent medical advice and to require such other evidence as it deems necessary to decide your claim.

The Plan Administrator will decide your claim in accordance with reasonable claims procedures, as required by ERISA. If the Plan Administrator denies your claim in whole or in part, then you will receive a written notification setting forth the reason(s) for the denial. (See the Incorporated Documents for more information.)

If your claim is denied, you may appeal to the Plan Administrator for a review of the denied claim. The Plan Administrator will decide your appeal in accordance with reasonable claims procedures, as required by ERISA. If you do not appeal on time, you will lose your right to file suit in a state or federal court, because you will not have exhausted your internal administrative appeal rights (which generally is a prerequisite to bringing a suit in state or federal court).

See the Incorporated Documents for information about how to appeal a denied claim and for details regarding the insurer's appeals procedures.

11. Statement of ERISA Rights

Your Rights

Note that the cafeteria plan and the Dependent Care Reimbursement Account component benefit programs are not covered by ERISA and this Statement of ERISA Rights does not apply to these Programs.

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the Plan, including insurance contracts, and a copy of the
latest annual report (Form 5500 Series), if any, filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and copies of the latest annual report (Form 5500 Series) and updated summary plan description (SPD). The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual Form 5500, if any is required by ERISA to be prepared, in which case the University, as Plan Administrator, is required by law to furnish each participant with a copy of this summary annual report.

**COBRA and HIPAA Rights**

Continue health care coverage for yourself, your spouse, or your dependents if there is a loss of coverage under the Plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this SPD and the documents governing the Plan on the rules governing your COBRA continuation coverage rights.

Reduction or elimination of exclusionary periods of coverage for preexisting conditions under your group health plan, if you have creditable coverage from another plan. You should be provided with a certificate of creditable coverage, free of charge, from your group health plan or health insurance issuer when you lose coverage under the Plan, when you become entitled to elect COBRA continuation coverage, when your COBRA continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to a preexisting condition exclusion for 12 months (18 months for late enrollees) after your enrollment date in your coverage.

**Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.

**Enforce Your Rights**

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps that you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report (Form 5500), if any, from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the University, as Plan Administrator, to provide the materials and pay you up to $110 per day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the
If you have a claim for benefits which is denied or ignored in whole or in part, and if you have exhausted the claims procedures available to you under the Plan (discussed in Section 10), you may file suit in a state or federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

**Assistance with Your Questions**

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor (listed in your telephone directory) or contact the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

**12. Incorporated Documents**

Summary Plan Description for the Cafeteria Plan (including enrollment procedures)
Summary Plan Descriptions for Medical Benefits
Summary Plan Description for Dental Benefits
Summary Plan Description for Group Term Life Insurance Benefits
Summary Plan Description for AD&D Insurance Benefits
Summary Plan Description for Short-Term Disability Benefits
Summary Plan Description for Long-Term Disability Insurance Benefits
Summary Plan Description for Legal Services Benefits
Vision Insurance Certificate Booklet
Long-Term Care Insurance Certificate Booklet