

# BASIC SHORT TERM DISABILITY INSURANCE OVERVIEW

Prepared for the employees of Windstream Services LLC

## Short Term Disability (STD) Insurance Coverage – paid by your employer

<b>Eligibility</b>	Active, full-time Employees of the Employer regularly working a minimum of 30 hours per week.	
<b>Eligibility Waiting Period</b>	New and Current Employees – 1 <sup>st</sup> of the month in which their 12 months of active service anniversary falls	
<b>Weekly Benefit</b>	<b>Benefit Amount</b>	Up to 6 weeks full pay/20 weeks at 66.67% pay. Variations in waiting periods for Union/Non-Union groups
	<b>Maximum Benefit</b>	None
<b>Elimination Period</b>	You must be disabled for [the later of any accumulated sick leave or] 7 days from accident and 7 days from sickness. This time period ends automatically on the date you are admitted as an inpatient to a hospital if that occurs before the 7 days are completed.	
<b>Benefit Duration</b>	Once you qualify for benefits under this plan, you continue to receive them until the end of the 26 week benefit period, or until you no longer qualify for benefits, whichever occurs first.	

\*Information in this document pertains to all Full-Time, non-bargaining, U.S. Based Employees. Participation in Windstream's benefit plans in bargaining units is subject to the terms of their collective bargaining agreement.

## Important Definitions & Features

### Definition of Disability

(Own Occ/Any OCC) **Disability** means that, solely because of a covered injury or sickness, you are unable to perform the material duties of your regular occupation [and/or] you are unable to earn 80% or more of your indexed earnings from working in your regular occupation.

### Covered Earnings

Earnings received from commissions and amounts earned under the Windstream Performance Incentive Plan and the Windstream Communication Long-Term Performance Incentive Plan but not bonuses, overtime pay or other extra compensation.

### 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 covered 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.

### 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 salary continuation plan.
- Amounts payable by any franchise or group insurance or similar plan.
- 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 & Features

### Earnings While Disabled

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

### 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; Dental procedures, except those performed by an oral surgeon under general anesthesia; Disabilities resulting from alcohol or drug abuse, when not under care of a physician or prescribed treatment program. Purely elective surgery, not medically necessary, with the exception of organ/bone marrow donations.

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, or the date of any change, addition or increase in benefits, 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. SHD-985195. 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, **OR** Cigna Life Insurance Company of New York, a Cigna company. "Cigna" and the Tree of Life logo are registered service marks of Cigna Intellectual Property, Inc. © Cigna 2015