

**Monmouth University Group Health Insurance Plan**

**Summary Plan Description**

**Amended and Restated Effective**

**July 1, 2016**

**Caution:** This document, together with the certificates of insurance issued by Horizon Blue Cross Blue Shield of New Jersey, is your **Summary Plan Description**. If the certificates of insurance are not attached, then this **Summary Plan Description** is not complete and you should contact Monmouth University for a complete copy.

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**Horizon Blue Cross Blue Shield of New Jersey Certificate of Insurance** attached

## **1. Introduction**

### **Introduction**

Monmouth University maintains the Monmouth University Group Health Insurance **Plan (Plan)** to provide health benefits to its eligible employees, and their eligible spouses or civil union partners and eligible dependents.

Benefits of the **Plan** are provided under the Direct Access Program Insurance Policy and the Prescription Drug Program Insurance Policy or the Exclusive Provider Organization Program Insurance Policy and the Prescription Drug Program Insurance Policy, insurance contracts entered into between Monmouth University and Horizon Blue Cross Blue Shield of New Jersey (Insurance Company).

Benefits under the **Plan** are described in the certificates of insurance issued by the Insurance Company, copies of which are attached to this document. You must read the certificates to understand your benefits!

### **Purpose of this Monmouth University Document**

This document provides you an overview of the **Plan** and addresses certain information that may not be included in the attached certificates of insurance. This document, together with the attached certificates of insurance by the Insurance Company, is the **Summary Plan Description (SPD)** required by the Employee Retirement Income Security Act of 1974 (ERISA). This document is not intended to give you any substantive rights to benefits that are not already provided by the attached certificates of insurance.

It is your responsibility to become familiar with the **SPD** (that is, this document and the attached certificates of insurance) and to ask questions if you do not understand how the requirements impact you.

### **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.

## **2. General Information about the Plan**

### **Plan Name**

The name of the **Plan** is the Monmouth University Group Health Insurance **Plan**.

### **Type of Plan**

The **Plan** is a group health **plan** (a type of **welfare** benefit **plan** that is subject to the provisions of ERISA).

### **Plan Year**

The **plan** year is January 1–December 31.

### **Plan Number**

The **plan** number is 501.

### **Effective Date**

The effective date of the **Plan** described in this **SPD** is July 1, 2016. The **Plan** has been amended several times since its original effective date.

### **Funding Medium and Type of Plan Administration**

The **Plan** is fully insured. Benefits are provided under group insurance contracts entered into between Monmouth University and the Insurance Company. Claims for benefits are sent to the Insurance Company and Prime Therapeutic Service Center.

The Insurance Company (not Monmouth University) is responsible for paying benefits. Note that the Insurance Company and Monmouth University share responsibility for administering the **plan**, as discussed in Section 6.

Insurance premiums for employees and their families are paid in part by the **Plan** Sponsor out of its general assets, and in part by employee payroll deductions. Monmouth University provides a schedule of the applicable premiums; contact the Director of Employee Benefits of the Human Resources Department of Monmouth University if you need another copy.

Employees may pay for their portion of the insurance premiums with before-tax dollars. Refer to the Flexible Benefits Plan Document for rules regarding eligibility, enrollment, making elections and changing elections mid-year.

Employee payroll deductions will be used in their entirety prior to using **Plan** Sponsor contributions to pay for premiums under this **plan**. Any refund, rebate, dividend, experience adjustment, or other similar payment under the group insurance contract entered into between Monmouth University and the Insurance Company will be allocated, consistent with the fiduciary obligations imposed by ERISA, to reimburse Monmouth University for premiums that it has paid.

### **Plan Sponsor**

Monmouth University

400 Cedar Avenue

West Long Branch, NJ 07764

Tel: 732- 571-3470

**Plan Sponsor's Employer Identification Number**

Monmouth University's employer identification number (EIN) is 21-0634584

**Insurance Company**

Horizon Managed Care Claims

PrimeMail

Horizon Blue Cross Blue Shield of New Jersey

P.O. Box 820

P.O. Box 16342

Newark, NJ 07101-0820

Pittsburgh, PA 15242-0342

Tel: 800-355-2583

Tel: 888-844-3828

**Plan Administrator and Named Fiduciary**

Monmouth University

400 Cedar Avenue

West Long Branch, NJ 07764

Tel: 732-571-3470

Attention: Senior Benefits Administrator, Human Resources Department

**Named Fiduciary (for Benefit Claims)**

Horizon Blue Cross Blue Shield of New Jersey

P.O. Box 820

Newark, NJ 07101-0820

Tel: 800-355-2583

**Agent for Service of Legal Process**

General Counsel

Monmouth University

400 Cedar Lane

West Long Branch, NJ 07764

Service of legal process may also be made on the **Plan** Administrator.

### **Important Disclaimer**

Benefits hereunder are provided solely pursuant to an insurance contract between the **Plan** Sponsor and the Insurance Company. If the terms of this summary document conflict with the terms of the insurance contract, then the terms of the insurance contract will control, unless superseded by applicable law.

### **3. Eligibility and Participation Requirements**

#### **Eligible Employees**

All faculty (excluding adjunct faculty), administrators, non-union staff, OPEIU clerical staff, patrol officers, facilities management employees, and facilities management supervisors who are regularly scheduled to work 30 hours per week or more are eligible to participate in the **Plan**.

The following closed group (grandfathered group) is also eligible to participate in the **Plan**:

Individuals who were actively employed by Monmouth University prior to October 31, 2001, and who are authorized to work at least twenty-five (25) hours per week or more, and who do work at least twenty-five (25) hours per week on a regular basis, and who are presently participating in the University's **Plan** are grandfathered for eligibility for benefits only, (i.e., they will remain eligible to participate in the University's **Plan** even though their positions are not authorized for 36.25 hours per week and they do not work 36.25 hours per week, provided the employee does not reduce the number of hours he/she works per week.) If such an employee leaves the employment of the University or transfers to another position within the University, the authorized hours of the position to which the employee transfers determines **Plan** eligibility. For example, if an employee transfers to a position authorized for less than 36.25 hours, he/she loses the grandfathered status. A new employee filling the vacant position, whether from outside or inside the University, shall not be eligible for participation in the University's **Plan** unless he or she works a minimum of 36.25 hours per week on a regular basis in an authorized full-time position. (Effective January 1, 2015 the 36.25 hours changes to 30 hours.)

#### **Ineligible Employees and Variable Hour Employees**

1. The following classes of Employees are not eligible to participate in the Plan:

- a. Employees who are Adjunct Faculty who are regularly scheduled to work 30 hours per week or more based upon the University's published schedule of hourly equivalencies;
- b. Employees who work less than thirty (30) hours per week.

2. Certain employees are considered variable hour employees because the University cannot determine at the employee's start date that the employee is reasonably expected to work on average at least 30 hours per week. This category of employee can include certain student employees and seasonal employees.

For these employees the University will measure the employee's actual hours of service. An hour of service includes each hour for which the employee was paid including hours paid for vacation, holiday, illness, jury duty or military duty. An hour of service performed by students in positions subsidized through the federal work study program or a substantially similar program of a State or political subdivision thereof does not count as an hour of service.

If the employee completed an average of thirty (30) hours or more of paid service per week during the first twelve (12) months of employment beginning at the employee's start date the employee will be considered a full time employee for the following twelve (12) month period.

After this first determination, the University will use a measurement period of November 1 to October 31 to determine eligibility for the January 1 to December 31 benefit period.

As a transitional rule to determine eligibility for variable hour employees who have been employed for more than twelve (12) months as of January 1, 2015, the University will use a measurement period of May 1, 2014 to October 31, 2014 to determine eligibility for the January 1, 2015 to June 30, 2015 benefit period.

#### **When Participation Begins**

Except for the ineligible and variable hour employees, described above, participation begins on the ninetieth (90th) day of employment.

#### **Need for Enrollment: Time Limits**

You must affirmatively enroll to receive benefits under this **Plan**. Eligible employees must complete an application form (available through the Human Resources Department of Monmouth University) to enroll themselves and/or their eligible spouses, civil union partners and dependents. New employees must generally enroll within certain time periods after being hired, as described in the attached certificates of insurance. Thereafter, enrollment is generally limited to the annual open enrollment period that occurs before July 1 of each year. Effective November 2015, the open enrollment period occurs before January 1 of each year.

#### **Special Enrollment Rights**

In certain circumstances, enrollment may occur at times outside the open enrollment period (this is known as "special enrollment"), as explained in the attached certificate of insurance booklet. The **Plan's** Special Enrollment Notice, a copy of which was previously furnished to you, also contains important information about your potential special enrollment rights. Contact the Human Resources Department of Monmouth University if you need another copy.

#### **Required Premium Payments**

Employees must pay a portion of the premium. Monmouth University pays the other portion. Monmouth University provides a schedule of the applicable premiums. Contact the Human Resources Department of Monmouth University if you need another copy.

Employees pay for their portion of the insurance premiums with before-tax or after-tax dollars. Refer to the Flexible Benefits Plan Document for rules regarding eligibility, enrollment, making elections and changing elections mid-year.

### **Termination of Participation**

Your coverage terminates on the last day of the month in which you terminate employment with Monmouth 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 attached certificates of insurance. Coverage for your spouse, civil union partner and dependents ends (1) when your coverage ends, and (2) for other reasons specified in the attached certificates of insurance (for example, divorce or a dependent's attaining age limit). Coverage also ends for employees, spouses, civil union partners and dependents upon termination of the **Plan**.

### **Continuation Coverage**

If coverage for you, your eligible spouse, or your eligible dependents ceases because of certain "qualifying events" (for example, termination of employment, reduction in hours, divorce, death, child's ceasing to meet the **plan's** definition of dependent) specified in a federal law called COBRA, then you, your eligible spouse, or your eligible dependents may have the right to purchase continuing coverage under the **Plan** for a limited period of time. For more information about COBRA rights, see the "Summary of Rights and Obligations Regarding Continuation of Group Health **Plan** Coverage," a copy of which was previously furnished to you and your spouse (if covered under the **Plan**). Please contact the Senior Benefits Administrator of the Human Resources Department of Monmouth University if you need another copy.

Continuation and reinstatement rights may also be available if you are absent from employment due to service in the Uniformed Services pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). More information about coverage available pursuant to USERRA is included in the attached certificates of insurance.

Continuation of coverage will also be made available as required by applicable state law.

## **4. Summary of Plan Benefits**

### **Available Benefits**

The **Plan** makes certain health benefits available to eligible employees and their eligible spouses and dependents. These benefits are provided under group insurance contracts entered into between Monmouth University and the Insurance Company. A summary of the benefits provided under the **Plan** is set forth in the attached certificates of insurance. The insurance contracts describes the types of

benefits, scope of coverage, prerequisites to being covered, and other details regarding the benefits. As noted above, you must read the booklet to understand your benefits!

### **Qualified Medical Child Support Orders**

As described in the attached certificates of insurance, 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 Benefits and Training Manager of the Human Resources Department of Monmouth University.

### **5. Circumstances That May Affect Benefits**

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

As described above under the heading "Termination of Participation," your ability to incur expenses to be paid by the **Plan** ends when your coverage ends, which can occur for a number of reasons. Depending on the reason that coverage was terminated, you and your covered spouse and dependents may have the right to continue coverage temporarily under COBRA, USERRA and/or applicable state law.

The **Plan** may recover overpaid benefits and erroneously paid benefits through its rights to recovery and reimbursement. These **Plan** rights are described in the attached certificates of insurance.

#### **Other Exclusions**

Other circumstances that can result in the termination, reduction, loss or denial of benefits (including exclusions for certain medical procedures) are described in the attached certificates of insurance. Please read the certificates carefully. In addition, the **Plan's** Special Enrollment Notice contains important information about the special enrollment rights that you may have. Copies of the Notice were previously furnished to you. Please contact the Benefits and Training Manager of the Human Resources Department of Monmouth University if you need another copy.

#### **Administrative Requirements and Timelines**

As described in the attached certificates of insurance, there may be other reasons that a claim for benefits is not paid (or 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. Please read the attached certificates of insurance carefully.

### **6. How the Plan Is Administered**

#### **Plan Operations**

Because benefits are provided through an insurance contract, the **Plan** is administered by both Monmouth University and the Insurance Company.



## **Plan Administration**

Monmouth University is the **Plan** Administrator. As the **Plan** Administrator, Monmouth University is responsible for satisfying certain legal requirements under ERISA with respect to the **Plan** (for example, distributing **SPDs** and filing an annual report about the **Plan** with the government). The Vice President for Administrative Services of Monmouth University is the person who acts on behalf of the **Plan** Administrator. Monmouth University has agreed to indemnify the Vice President for Administrative Services 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.

## **Power and Authority of Insurance Company**

The **Plan** is fully insured. Benefits are provided under group insurance contracts entered into between Monmouth University and the Insurance Company. Claims for benefits are sent to the Insurance Company. The Insurance Company, not Monmouth University, is responsible for determining and paying claims.

The **Plan** Administrator will make determinations that may be required from time to time in the administration of the **Plan**. The **Plan** Administrator will have the sole authority, discretion and responsibility to interpret and apply the terms of the **Plan** and to determine all factual and legal questions under the **Plan**. The authority to make determinations regarding entitlement to benefits and resolution of claims and appeals related to benefits is delegated by the **Plan** Administrator to the Insurance Company. Benefits under this **Plan** will be paid only if the Insurance Company, the entity to whom it has delegated authority, decides in its discretion that the claimant is entitled to them. All determinations, interpretations, rules and decisions of the Insurance Company will be made in its sole discretion and will be conclusive and binding upon all people having or claiming to have any interest or right under the **Plan**.

The Insurance Company is responsible for—

- determining eligibility for a benefit and the amount of any benefits payable under the **Plan**; and
- providing the claims procedures to be followed and the claims forms to be used by eligible individuals pursuant to the **Plan**.

The Insurance Company also has the authority to require eligible individuals to furnish it with such information as it determines is necessary for the proper administration of the **Plan**.

## **Determining Eligibility to Participate**

Monmouth University is responsible for determining whether a particular individual is eligible to participate in 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**), please contact Human Resources Department of Monmouth University.

If you have questions regarding eligibility for a benefit and/or the amount of any benefits payable under the **Plan**, please contact the Insurance Company.

## **7. Amendment or Termination of the Plan**

### **Amendment or Termination**

Monmouth University, as **Plan** Sponsor, has the right to amend or terminate the **Plan** at any time.

The **Plan** may be amended or terminated by a written instrument signed by the Monmouth University President or the Benefits and Training Manager of the Human Resources Department, both of whom are authorized to amend or terminate the **Plan** and to sign insurance contracts with the Insurance Company or other insurers, including amendments to those contracts. Note that the insurance contracts, which are how benefits under the **Plan** are provided, are not necessarily the same as the **Plan**. Consequently, termination of the insurance contracts does not necessarily terminate the **Plan**.

## **8. 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 Monmouth University to the effect that you will be employed for any specific period of time.

## **9. Claims Procedures**

### **Benefit Claim**

The Insurance Company is responsible for evaluating all benefit claims under the **Plan**. The Insurance Company will decide your claim in accordance with its reasonable claims procedures, as required by ERISA and other applicable law.

See the attached certificates of insurance issued by the Insurance Company for information about how to file a claim and for details regarding the Insurance Company's claims procedures.

### **Appealing Denied Claim**

If your claim is denied (that is, not paid in part or in full), you will be notified and you may appeal to the Insurance Company for a review of the denied claim. The Insurance Company will decide your appeal in accordance with its reasonable claims procedures, as required by ERISA and other applicable law.

### **Important Appeal Deadlines**

If you do not appeal on time, you will lose your right to file suit in a state or federal court, as you will not have exhausted your internal administrative appeal rights (which generally is a condition for bringing suit in court).

See the attached certificates of insurance for information about how to appeal a denied claim, and for details regarding the Insurance Company's appeals procedures.

### **External Review**

Under certain circumstances, you may have the right to obtain external review (that is, review outside of the **Plan**). The attached certificates of insurance provide additional details regarding this right to external review.

## **10. Statement of ERISA Rights**

### **Your Rights**

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 Monmouth University's principal 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 Human Resources Department of Monmouth University, 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)**. Monmouth University 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 Monmouth 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 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 Monmouth 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 administrator. 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 9), 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 Human Resources Department of Monmouth University. 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.

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**Attachment**

**Certificates of insurance** issued by Horizon Blue Cross Blue Shield of New Jersey