

FRANKLIN PIERCE UNIVERSITY POS HEALTH PLAN
SUMMARY PLAN DESCRIPTION

I
INTRODUCTION

Franklin Pierce University (the “University”) has established a health benefit plan for employees meeting the eligibility criteria set forth below (the “Plan”). The Plan is a welfare benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”).

II
PLAN INFORMATION

- | | |
|---|---|
| (a) The name of the plan: | Franklin Pierce University POS Health Plan |
| (b) The name and address of the employer sponsoring the Plan: | Franklin Pierce University 40 University Drive Rindge, NH 03461 |
| (c) The employer identification number (EIN): assigned by the Internal Revenue Service to the plan sponsor: | 02-0263136 |
| (d) The plan number assigned by the plan sponsor: | 004L |
| (e) The Plan’s fiscal year | Calendar Year |
| (f) The type of plan: | Group Health Plan |
| (g) The type of administration of the plan: | Insurer Administration |
| (h) The name, business address and business telephone number of the plan administrator; | Franklin Pierce University 40 University Drive Rindge, NH 03461 603-899-4075 |

- (i) The name of the person designated as agent for service of legal process, and the address at which process may be served on such person:

Manager of Human Resources

Franklin Pierce University
40 University Drive
Rindge, NH 03461

*In addition, legal process
may be made upon the plan
administrator*

III
ELIGIBILITY

All employees who have been employed at the University for a minimum of 30-days will be eligible for benefits under this Plan effective the first of the month.

IV
BENEFITS

(a) The benefits payable under this Plan are those described in the Benefit Handbook for The Harvard Pilgrim POS New Hampshire, and the Schedule of Benefits (collectively, the “Handbook”), the provisions of which are incorporated herein by reference.

(b) The Plan is funded by a combination of contributions from the University and the employees. Employees are responsible for paying a portion of the premium costs for the coverage under this Plan. These costs are as follows:

| | |
|----------|-------------------------------|
| \$112.40 | Individual coverage per month |
| \$224.80 | 2- Person coverage per month |
| \$303.48 | Family coverage per month |

V
TERMINATION OF BENEFITS

Subject to the continuation rights referenced below and in the Handbook, the benefits provided under this Plan will terminate when the participating employee is no longer employed by the University.

VI
**QUALIFIED MEDICAL CHILD SUPPORT
ORDER PROCEDURE**

Each state is now required to use the appropriate state agency to enforce child support obligations of non-custodial parents, to include provision of required healthcare benefits. When the Plan Administrator receives an appropriately completed notice, in the case of a child of a participant, determine if the order is a Qualified Medical Child Support Order (“QMCSO”) then the Plan Administrator will take whatever compliance procedures are necessary to insure coverage pursuant to the QMCSO. Copies of the forms and information are available with the Plan Administrator.

VII
MATERNITY MINIMUM STAY REQUIREMENTS

Group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother’s or newborn’s attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable).

In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

VIII **ERISA RIGHTS**

As a participant in the Plan you are entitled to certain rights and protections under the 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 and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

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

Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

CONTINUE GROUP HEALTH PLAN COVERAGE

Continue health care coverage for yourself, spouse or 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 summary plan description 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 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, your union, or any other person, may fire you or otherwise discriminate against

you in any way to prevent you from obtaining a (pension, welfare) 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 you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report 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 plan administrator to provide the materials and pay you up to \$110 a 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, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in 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, which is the Boston Regional Office, J.F.K. Building, Room 575, Boston, MA 02203, (617) 565-9600, or 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, (866) 444-3272. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at (866) 444-3272.

IX **PLAN AMENDMENT OR TERMINATION**

This Plan may be amended or terminated at any time by the University in any manner that it determines. Except under limited circumstances, the University does not have the power to (a) amend the Plan in such a manner as would permit any Plan assets to be diverted to purposes other than the exclusive benefit of participant's or their beneficiaries or (b) amend the Plan retroactively to deprive any participant or beneficiary of any benefit to which he or she was entitled by reason of participation prior to the amendment.

X
DISCRETION OF PLAN ADMINISTRATOR

Benefits under this Plan will be paid only if the Plan Administrator determines in its sole and absolute discretion that the applicant is entitled to said benefits.

H:\LIB\DOCS\F06E\0002\PP\9K0325.DOC