

DARTMOUTH COLLEGE

TOTAL DISABILITY PLAN

As Restated effective October 1, 2008

ARTICLE 1 NAME AND PURPOSE

1.1 Name. This Plan shall be known as the “Dartmouth College Total Disability Plan.”

1.2 Purpose. The purpose of this Plan is to provide income, subject to the terms, conditions and limitations of the Plan, to eligible Dartmouth Employees in the event that such an Employee should incur a Total Disability while a Participant who is eligible for coverage hereunder.

ARTICLE 2 DEFINITIONS

2.1 Actively at Work means active performance of all assigned duties of an Employee's position for a full normal work day at his usual place of employment or another place designated by Dartmouth. An Employee, not Actively at Work on a particular day because such day is a non-work day such as a holiday, a day of vacation or an excused absence will nevertheless be deemed to be Actively at Work provided that the Employee was Actively at Work on the next preceding scheduled work day, unless it is determined by the Administrator, on the basis of a Provider's statement or accident report, that he had a Total Disability on such non-work day.

2.2 Administrator means the Director of Benefits or such other person, committee or entity as may be appointed from time to time by Dartmouth to administer this Plan at its pleasure; provided, however, the “Plan Administrator” for the purposes of ERISA shall be Dartmouth (not the Administrator or the Claims Administrator).

2.3 Base Rate of Pay means, for any Employee, the monthly or annual base rate of salary or wage of the Employee for his regularly scheduled hours (including any regularly scheduled shift-differential), as shown in Dartmouth's personnel records and as in effect immediately before the onset of his Total Disability (subject, however, to the third and fourth paragraphs of this section). Base Rate of Pay shall not include overtime or any other additional compensation, such as summer term or summer research compensation. In the case of a Joint Appointee, “Base Rate of Pay” shall mean the annual base rate of salary received from Dartmouth.

Benefits hereunder for a regular, part-time Employee are based upon the Employee's normal, part-time schedule and rate of pay in effect at the time of the Employee's becoming disabled hereunder (subject, however, to the following two paragraphs).

In the case of an Employee assigned to a position in an “acting” capacity or on a temporary assignment or similar basis, the Employee's Base Rate of Pay for purposes of this Plan will be the Base Rate of Pay associated with the Employee's normally assigned

position. If a Participant is normally scheduled for periods of reduced hours or no work during a Plan Year, and a Participant's period of Total Disability includes such a period of reduced scheduled hours or no work, the Participant's Base Rate of Pay during such period will be (a) his base rate of salary or wage for such reduced work schedule or (b) zero for a scheduled period of no work.

2.4 Claims Administrator means the entity designated by the Administrator to process claims under the Plan and to review denied claims under the Plan as the "appropriate named fiduciary" under Section 503 of ERISA.

2.5 Continuous Service means the most recent period of uninterrupted service as a Dartmouth Employee. Continuous Service shall not be considered interrupted by, and shall include, the following:

(a) An approved Leave of Absence, provided the Employee returns to active work as an Employee upon expiration of such Leave of Absence. If the Employee does not so return to active work as an Employee, his Continuous Service will be deemed to have ended at the end of such approved Leave of Absence.

(b) A period of service in the armed forces of the United States, provided the Employee is reemployed as an Employee within the time his reemployment rights are protected under the law.

2.6 Dartmouth means the Trustees of Dartmouth College, a New Hampshire Corporation. Dartmouth is the Plan Administrator of the Plan for purposes of ERISA.

2.7 Employee means a Regular Employee or a Union Employee as defined herein.

2.8 ERISA means the Employee Retirement Income Security Act of 1974, as from time to time, amended, and any successor statute or statutes.

2.9 Joint Appointee means a person who is both a Dartmouth Employee and an employee of another employer.

2.10 Leave of Absence means, with reference to an Employee, a period of time during which he is shown on the personnel and/or payroll records of the College as being on "Leave of Absence" approved in accordance with Dartmouth's practices and procedures governing approved leaves of absence as in effect from time to time.

2.11 Normal Retirement Date means:

(a) For Employees classified by Dartmouth as Exempt Employees, the June 30 coinciding with or next following the Employee's 65th birthday.

(b) For Employees classified by Dartmouth as Non-exempt Employees, Service Employees or Union Employees, the last day of the month in which the Employee attains age 65.

2.12 Participant means any individual who is a Participant in the Plan as provided in Article 3.

2.13 Plan means the Dartmouth College Total Disability Plan as set forth herein, together with any and all amendments and supplements hereto. Effective October 1, 2008, this restated Plan document replaces the provisions of the Plan in effect before such date.

2.14 Plan Administrator (for the purposes of ERISA) means Dartmouth.

2.15 Plan Year means the 12-consecutive month period beginning on July 1 and ending on the next following June 30 during the continuance of the Plan.

2.16 Provider means a medical doctor (M.D.) or doctor of osteopathy (D.O.) or other licensed health practitioner (including, but not limited to, a licensed Nurse Practitioner or Licensed Physician's Assistant) who is practicing within the scope of his or her license and who has examined and/or is treating a Participant.

The Provider may not be a member of the Participant's family.

2.17 Regular Employee means any individual (other than a Union Employee as defined below – see Section 2.20) who is a common law employee of Dartmouth classified as Exempt, Non-exempt or Service under Dartmouth's regular personnel classifications and who:

(a) is employed by Dartmouth and is regularly scheduled to work at least 9 months each year at a level of at least 50 percent of full-time (in the case of Exempt Employees) or at least 20 hours per week (in the case of Non-exempt or Service Employees) (all as determined under Dartmouth's regular personnel classifications, practice and policies);

(b) is paid on a regular Dartmouth College payroll;

(c) is not in an in-training status under Dartmouth's regular personnel classifications, practices and policies.

An individual will not be considered a Regular Employee for purposes of this Plan if the individual is classified as a consultant or contractor, or is providing services to Dartmouth on a basis other than as a common law employee, or is providing services to Dartmouth under an arrangement whereby such individual is not eligible to participate in the employee benefit plans maintained by Dartmouth generally or in this Plan specifically, all as determined under Dartmouth's regular personnel classifications,

practices and policies, notwithstanding that such individual may subsequently be determined to be a common law employee for payroll tax or other legal purposes.

2.18 Social Security Income means, with reference to a Participant, the total benefits payable (for disability or for old age) under the Federal Social Security Act on the basis of the wages and self-employment income of the Participant, plus any benefits payable to the Participant on the basis of the wages and self-employment income of any other person, without regard to deductions from or denial of such benefits because of refusal to accept rehabilitation. If a Participant fails to apply for Social Security benefits, or fails to appeal an adverse determination when requested to do so by the Administrator, the Participant will be treated for all purposes of this Plan as if the maximum Social Security benefit were payable to the Participant.

2.19 Total Disability (or Totally Disabled) means the following:

(a) For the purpose of determining the commencement of Total Disability, and thereafter for a period of 30 consecutive months, Total Disability means the inability of the Participant to perform the normal job duties and responsibilities of his or her position in a satisfactory manner because of a medically determinable physical or mental impairment.

(b) After the first 30 consecutive months following commencement of the Total Disability, Total Disability means the inability of the Participant, because of a medically determinable physical or mental impairment, to engage in any substantial gainful activity which other individuals of similar age and with similar education, training, and work experience are actually engaged in as a means of financial support.

The determination of Total Disability shall be made by the Claims Administrator on the basis of a medical evaluation by one or more Providers selected by the Claims Administrator or on the basis of other factors the Claims Administrator deems relevant, the Claims Administrator may consider as some evidence of a Participant's Total Disability for purposes of this Plan evidence that the Participant has been awarded disability benefits under Social Security, but such award shall not be binding or conclusive under the Plan and an award of Social Security disability shall not establish any presumption or inference that the Participant is entitled to benefits under the Plan. Total Disability shall not in any event include any disability resulting from an injury or illness which is intentionally self-inflicted, caused by an act of either declared or undeclared war, or sustained as a result of service in the armed forces (whether in a reserve, National Guard, active duty for training or other status) or as a result of a participation in the commission of a felony. Nor shall Total Disability include any disability occurring either (a) prior to the commencement of disability coverage or (b) after the termination of disability coverage under Article 3.

2.20 Union Employee means an individual employed by Dartmouth whose terms of employment are covered by a collective bargaining agreement, who is employed by Dartmouth and is regularly scheduled to work at least 9 months each year and at least

20 hours per week (all as determined under Dartmouth's regular personnel classifications, practices and policies), and who is paid on a regular Dartmouth payroll.

Dartmouth has collective bargaining agreements with two units, Local 560, Service Employees' International Union (SEIU), and Local 919, International Alliance of Theatrical Stage Employees, Moving Picture, Technicians, Artists and Allied Crafts of the United States and Canada (IATSE). Where a particular provision of this Plan applies specifically to a member of Local 560, SEIU or a member of Local 919, IATSE, such provision will refer to an "SEIU Employee" or an "SEIU Participant," or to an "IATSE Employee" or an "IATSE Participant," respectively.

2.21 Use of Masculine and Feminine; Singular and Plural. A pronoun or adjective in the masculine gender includes the feminine gender and vice versa, and the singular includes the plural, unless the context clearly indicates otherwise.

ARTICLE 3 PARTICIPATION

3.1 Eligibility for Coverage.

(a) An Employee will be eligible to receive disability benefit payments hereunder (subject to the terms and conditions of the Plan) if he incurs a Total Disability while a Participant hereunder. If the Employee incurs a Total Disability at a time when he is not a Participant hereunder, no disability benefits, will be paid; for this purpose, an Employee "incurs" a disability when he is first absent from performing duties due to the physical or mental impairment constituting the disability.

(b) Each Employee who was a Participant covered for total disability benefits on September 30, 2008, shall continue as a Participant on October 1, 2008, subject to the further provisions of this Plan.

(c) Each other Employee will become a Participant eligible for benefits hereunder as follows:

(i) a Regular Employee or an IATSE Employee will become a Participant in this Plan upon becoming; a participant in DARTFLEX; or

(ii) an SEIU Employee will become a Participant in this Plan upon completion of three years of Continuous Service.

(d) In the event that an Employee provides satisfactory evidence to the Administrator that he was covered under a long-term disability plan of another employer immediately prior to his employment at Dartmouth College, the three years of

Continuous Service requirement described in paragraph (c)(ii) above shall be reduced by the period of such prior disability coverage.

(e) If an Employee is not Actively at Work on the date his coverage would otherwise commence under this Article 3, his coverage shall commence on the first day thereafter that he is again Actively at Work.

(f) If an Employee who had satisfied the eligibility requirements of this Section 3.1 subsequently ceases to meet such requirements before he or she incurs a Total Disability, his coverage will thereupon cease, and will not commence until he again meets the requirements of this Section 3.1.

(g) Notwithstanding the foregoing provisions of this Section 3.1, coverage hereunder for a Total Disability that is caused or contributed to by a pre-existing condition shall be governed by Section 4.3.

3.2 Duration of Participation. A Participant will continue to be a Participant so long as he remains a Regular Employee or a Union Employee and satisfies the requirements of Section 3.1, or is receiving benefits under the Plan (or would be receiving benefits under the Plan but for the six-month waiting period under Section 4.1).

3.3 Reinstatement of Former Participant as an Employee. If a former Participant whose employment by Dartmouth had terminated becomes an Employee again, he will again become eligible to participate in this Plan if and when he meets the eligibility requirements of Section 3.1.

3.4 Cessation and Resumption of Disability Coverage. A Participant shall cease to be a Participant hereunder on (and he will not be eligible for disability benefits for any Total Disability commencing on or after) the earliest of:

- (a) his date of death;
- (b) the date he ceases to be a Regular Employee or a Union Employee;
- (c) the date specified in a written severance or similar agreement with the Participant, or the date specified in any reduction-in-force or similar program maintained by Dartmouth, or the date the Participant is placed on a limited period of continued employment pending his or her termination of employment by Dartmouth on a specified date;
- (d) such date as Dartmouth may specify; or
- (e) the date the Plan is terminated.

An individual who ceases to be a Participant under paragraph (b) or (c) will again

become a Participant (and will be eligible for disability coverage) hereunder upon again satisfying the requirements of Section 3.1. An Employee who incurs a Total Disability at any time while he is not a Participant in this Plan and is not covered for disability benefits hereunder will receive no benefits from this Plan.

ARTICLE 4 TOTAL DISABILITY BENEFITS

4.1 Elimination Period. A Participant who becomes Totally Disabled shall receive no benefits under the Plan for the first six months of his Total Disability or the period that he is receiving benefit payments under Dartmouth's Short Term Disability Plan, whichever is longer. Such period is referred to hereunder as the "Elimination Period." The minimum Elimination Period of six months need not consist of six consecutive months of Total Disability, but such six months must fall within a period of 12 consecutive months.

4.2 Benefits After Elimination Period. Following the Participant's completion of the Elimination Period, and continuing until the earliest to occur of the events described in Section 4.5, a Participant for whom disability coverage was in effect under Article 3 on the date his Total Disability commenced shall receive a monthly benefit determined in accordance with the applicable provisions below:

(a) Benefit Amount.

(i) Regular Employees and IATSE Employees. The long-term disability benefit hereunder for a Regular Employee or an IATSE Employee who is a participant in DARTFLEX is equal to 50, 60, or 70 percent (based on the Employee's long-term disability benefit election in effect under DARTFLEX on the date he or she incurred a Total Disability) of his monthly Base Rate of Pay.

(ii) SEIU Employees. The long-term disability benefit hereunder for an SEIU Employee is equal to 60 percent of his monthly Base Rate of Pay (provided, however, that an SEIU Employee who elects long-term disability benefits equal to 70 percent will receive long-term disability benefits hereunder equal to 70 percent of his monthly Base Rate of Pay), except as otherwise provided in the collective bargaining agreement with Dartmouth covering that SEIU Employee.

For any period of Total Disability for which benefits are payable and which is less than a full month, the amount of benefits payable shall be a pro-rata portion of the monthly benefit amount.

(b) The monthly disability benefit described above shall be limited to a maximum of \$3,000 for SEIU Employees, except as otherwise provided in the collective bargaining agreement with Dartmouth covering that SEIU Employee.

(c) In no event shall benefits be payable under this Section 4.2 unless the Participant or his department notifies the Benefits Office or the Claims Administrator in writing of the Participant's Total Disability within one year after commencement of such Total Disability, and requests payment of disability benefits hereunder.

4.3 Pre-Existing Conditions. Benefits that would otherwise be payable under this Article 4 shall not be provided for Total Disability incurred during the one year period following an Employee's date of hire by Dartmouth if a pre-existing condition is the cause or a contributory cause of the Employee's Total Disability.

For the purpose of this Section, a pre-existing condition shall be a medically determinable physical or mental impairment or condition of an Employee that exists immediately prior to his date of hire by Dartmouth or that has manifested itself at any time during the one-year period before his date of hire by Dartmouth. The Claims Administrator will determine whether an Employee had a pre-existing condition based upon examination of the Employee by a Provider(s) selected by the Claims Administrator or upon such other evidence or information as the Claims Administrator deems relevant. Upon request by the Claims Administrator, an Employee will furnish or cause to be furnished to the Claims Administrator true and complete copies of the Employee's medical records or other records; if the Employee does not furnish the requested records, the Employee's Total Disability will be deemed to have been caused by a pre-existing condition.

4.4 Reduction of Benefit. The long-term disability benefits described in Section 4.2 shall be reduced (but not below zero) by any of the following amounts payable to the Participant (or which would be payable if the Participant applied for any of those amounts) as a result of his cessation of work because of Total Disability:

- (a) Social Security Income;
- (b) benefits payable under Worker's Compensation or similar legislation (other than payments in compensation for loss of limb or other dismemberment or in reimbursement for medical expenses incurred by the Participant);
- (c) disability payments made under any other employee benefit plan maintained by another governmental or private entity (other than Dartmouth) that has employed the Participant;
- (d) retirement income benefits voluntarily received by the Participant under the defined benefit retirement plan maintained by Dartmouth.

In addition, if a Participant who has received benefits under the Plan has also received any third party recovery (the "Recovery") made on account of loss of income due to the same illness or injury causing Total Disability under the Plan, the

Participant shall immediately pay over to the Administrator from the Recovery that portion of the Recovery consisting of payment made on account of loss of income due to the same illness or injury for which disability benefits were paid to the Participant under the Plan. If the Participant fails to immediately pay over such payment to the Administrator, the Administrator shall have the right to offset such payment against any further disability benefits payable to the Participant under the Plan, such offset to be made in such manner and on such terms as the Administrator in its sole discretion deems appropriate. In addition to such right of offset, the Administrator and/or the Plan Administrator shall also have the right to bring an action under ERISA for appropriate equitable relief against the Participant to recover such payment from the Recovery, together with attorney's fees and costs incurred in bringing such action.

4.5 Cessation of Disability Benefits. Disability benefits under Section 4.2 shall cease upon the earliest to occur of the following:

- (a) the Participant's death;
- (b) cessation of the Participant's Total Disability; cessation of Total Disability may be shown by evidence satisfactory to the Claims Administrator that the Participant is no longer Totally Disabled or that the Participant is employed by another employer or is engaged in self-employment;
- (c) if the disability benefits hereunder commenced prior to or at age 60, the end of the month in which the Participant attains age 65;
- (d) if the disability benefits hereunder commenced on or after age 61 but prior to age 65, 4 years and 6 months following the date of benefit commencement;
- (e) if the disability benefits hereunder commenced on or after age 65 but prior to age 69, the end of the month in which the Participant attains age 70;
- (f) if the disability benefits hereunder commenced at age 69, 18 months following the date of benefit commencement;
- (g) if the disability benefits hereunder commenced on or after age 70, 12 months following the date of benefit commencement;
- (h) a failure of the Participant to undergo a medical or other examination required by the Claims Administrator under Section 4.10 before the deadline specified by the Claims Administrator or to provide information requested by the Claims Administrator under Section 7.1;
- (i) a failure of the Participant to be under the care of an appropriate physician for his or her disability and to fully cooperate with such physician in the treatment of such disability. A Participant who fails to cooperate with his or her physician's recommended treatment (including, but not limited to, not taking medications

recommended by his or her physician) shall be deemed to have failed to cooperate with the treatment provided by such physician and shall cease to receive benefits under the Plan.

4.6 Computation of Offsets: Adjustments in Benefits. If, at the time disability benefits commence under Section 4.2 to a Participant, the amount of Social Security Income payable to the Participant is not yet known, the Administrator may assume that the maximum Social Security benefit is payable to the Participant, and may make retroactive adjustments in benefits under this Plan if the Participant's actual Social Security Income differs from the amount assumed by the Administrator. If, at the time disability benefits commence under Section 4.2, the amount of any offset under Section 4.4 is not yet known, the Administrator may make such assumptions concerning the amount of such offset as the Administrator deems reasonable, and will make any necessary adjustments in benefits (retroactive as well as prospective) once the amount of such offset is determined. Alternatively, the Administrator may approve disability benefit payments hereunder without charging any such offset under the preceding two sentences, but the Participant must enter into a repayment agreement acceptable to the Administrator to repay the amount of any such foregone offset to Dartmouth, with reasonable interest, upon the Participant's receipt of any offsettable amount. In the event of any retroactive award or settlement of any amounts described in Section 4.4(a), (b) or (c), the Participant shall immediately pay over to the Administrator the specific fund consisting of such retroactive award or settlement (unless such award or settlement was previously offset against disability benefit payments received by the Participant under the Plan) but the specific fund paid over to the Administrator shall not exceed the amount of disability benefits paid to the Participant under the Plan. If the Participant fails to immediately pay over that specific fund to the Administrator, then, in addition to being liable for such payment, the Participant shall be responsible for all costs incurred by the Administrator or Plan Administrator incurred in recovering such specific fund from the Participant, including, but not limited to, attorneys' fees and court costs. Without in any way limiting the Administrator's or Plan Administrator's rights to recover the specific fund of such retroactive award or settlement, the Administrator shall have the right to offset the amount of such specific fund against any future disability benefits payable to the Participant under the Plan, the terms and conditions of such offset to be determined by the Administrator in its sole discretion.

4.7 Receipt of Other Compensation. If a Participant entitled to disability benefits under this Article 4 performs some work, and receives some compensation resulting from a rehabilitation program approved by the Administrator, the benefits payable hereunder shall in no event exceed the difference between the Participant's Base Rate of Pay immediately prior to his Total Disability and the sum of such compensation and the offsets described in Section 4.4 above.

4.8 Recurrence of Total Disability. If a Participant who has been receiving disability benefits under this Plan ceases to be Totally Disabled, returns to a position with Dartmouth, and within 12 months after such cessation of his Total Disability becomes Totally Disabled again as a result of the same medical condition, his disability benefits

hereunder shall resume without application of the Elimination Period under Section 4.1 even if he is no longer eligible for coverage under the Plan.

If more than 12 months elapse, between the cessation and recurrence of Total Disability resulting from the same medical condition, or if the second period of Total Disability results entirely or partially from a different medical condition, disability benefits will be, payable only if the individual is eligible for disability coverage under the Plan at the time of such recurrence of his first Total Disability or the time of such occurrence of the second Total Disability, and disability benefit payments will begin only after another Elimination Period described in Section 4.1.

4.9 Continuation of Other Dartmouth Benefits. A Participant who becomes Totally Disabled under this Plan shall be eligible to continue to participate in any Dartmouth-sponsored benefit plan in which he participated immediately before his Total Disability, but only in accordance with the terms of such plans including, if applicable, the defined contribution plan, the defined benefit plan, DARTFLEX and Union benefits. Participation in a dependent care flexible spending account is not permitted during the period of total disability. Solely for this purpose, a Participant shall be deemed to be Totally Disabled during any period of rehabilitative employment approved and authorized by Dartmouth as rehabilitative employment during which he works a work schedule that otherwise would not qualify for participation in one or more of such other benefit plans.

4.10 Examinations. The Claims Administrator shall have the authority to have one or more Providers or other specialists selected by the Claims Administrator, as often as it may reasonably require during the period of Total Disability, examine, at the expense of the Plan, any Participant claiming to be Totally Disabled. The Claims Administrator will designate the Provider(s) or other specialist(s) to examine the Participant and the deadline for such examination(s) and will notify the Participant of the same.

4.11 Payments in Case of Legal Incapacity. Any disability benefit which shall become payable hereunder to any Participant who is under a legal incapacity, or who in the Claims Administrator's opinion is incapacitated in any way so as to be unable to manage his financial affairs, may, in the sole discretion of the Administrator, be paid instead to the legal representative of such Participant, if any, or otherwise to the person having charge of such Participant, and any such payment shall discharge the liability of this Plan, the Claims Administrator and Dartmouth in respect of the amount so paid.

4.12 Rights Not to be Assigned. No assignment, pledge or alienation of any right of a Participant to receive disability benefits hereunder shall be valid for any purpose, nor shall any right of a Participant to receive disability benefits hereunder be subject to levy or attachment by creditors or other claimants or pass to any trustee in bankruptcy or be reached or applied by any legal process for the payment of any obligations of such Participant, except as otherwise required by law.

4.13 Small Payments. The Administrator may from time to time establish a minimum monthly disability payment which shall be uniformly applicable to all Participants. If at any time the monthly disability benefit to which a Participant is entitled under the Plan is less than the minimum monthly payment so established, the Claims Administrator may direct that payments to such Participant be made quarterly, semi-annually or annually.

ARTICLE 5 ADMINISTRATION OF PLAN AND PLAN FUNDING

5.1 Plan Administrator. The administration of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of said Administrator to see that the Plan is carried out and administered, in accordance with its terms, for the exclusive benefit of persons entitled to participate in the Plan. The Administrator will have full power and discretion to administer the Plan in all of its details, subject, however, to the requirements of ERISA. For this purpose, the Administrator's discretionary powers will include, but will not be limited to, the following powers, in addition to all other powers provided by this Plan:

(a) To make and enforce, such rules and regulations as he deems necessary or proper for the efficient administration of the Plan, including the establishment of claims procedures in accordance with the provisions of Section 5.5;

(b) To interpret and apply the Plan's provisions in his discretion, his interpretation or application thereof in good faith to be final and conclusive on all persons claiming benefits under the Plan; any interpretation, application or determination of the Administrator, and any action or inaction of the Administrator based upon such an interpretation, application or determination, will be subject to review and change or reversal (by a court or other judicial or administrative body) only if found to be arbitrary and capricious;

(c) In accordance with subsection (b) above, to decide all questions concerning the Plan and the eligibility of any person to participate in the Plan;

(d) In accordance with subsection (b) above, to compute the amount of benefits which will be payable to any Participant or other person in accordance with the provisions of the Plan, and to determine the person or persons to whom such benefits will be paid;

(e) To authorize the payment of benefits;

(f) To appoint or engage such agents, counsel, accountants, consultants, actuaries, or Providers or other specialists as may be required to assist in administering the Plan; and

(g) To allocate and delegate his responsibilities under the Plan and to designate other persons to carry out any of his or her responsibilities under the Plan, any such allocation, delegation or designation to be by written instrument. Pursuant to a written agreement, discretionary authority and responsibility under the Plan for deciding claims and appeals of denied claims has been delegated to the Claims Administrator. In carrying out such discretionary authority and responsibility, the Claims Administrator shall have the same discretion provided to the Administrator under this Section 5.1.

5.2 Examination of Records. The Claims Administrator will make available to each Participant such of his records as pertain to such Participant, for examination at reasonable times during normal business hours.

5.3 Reliance on Tables, etc. In administering the Plan, the Administrator will be entitled to the extent permitted by law to rely conclusively on all tables, valuations, certificates, opinions and reports which are furnished by any Provider or other specialist, actuary, accountant, trustee, counsel or other expert who is employed or engaged by the Administrator.

5.4 Named Fiduciary. The Plan Administrator (Dartmouth) is the “named fiduciary” for purposes of Section 402(a)(1) of ERISA with authority to control and manage the operation and administration of the Plan. The Claims Administrator is the appropriate named fiduciary under Section 503 of ERISA for the purpose of providing a full and fair review of denied claims.

Wherever the Plan specifies that Dartmouth is required or permitted to take any action, such action will be taken by its Board of Trustees or the Executive Committee thereof, or by one or more trustees, officers or employees of Dartmouth College duly authorized to do so by the Board of Trustees or the Executive Committee thereof.

5.5 Claims and Claims Denials. Whenever there is a claim for benefits hereunder, the Claims Administrator should be notified immediately so that the proper claim forms will be used to insure prompt processing of such claim. If a Participant fails to file a completed claim form with a supporting certificate of a Provider (medical release form and any other necessary information), no benefits will be payable hereunder. Furthermore, if a Participant does not file such materials with the Claims Administrator until after the Participant returns and is Actively at Work, benefits hereunder will not be paid retroactively. In addition, a Participant is required to apply for Social Security disability benefits; if a Participant fails to apply for such benefits, or to provide evidence of such application to the Claims Administrator upon request therefor, the Claims Administrator may deny benefits hereunder, or may assume that the maximum Social

Security benefit was awarded (see Section 2.16 above), which maximum benefit amount will be used to calculate reductions under Section 4.4(a).

Once the initial notification of a claim has been made to the Claims Administrator, the claimant will be contacted directly by the Claims Administrator.

The Claims Administrator shall be required to give written notice to any Participant who makes a claim for the commencement or continuation of benefits under the Plan and whose claim is denied within 45 days of the initial notification. If the Claims Administrator determines that an extension of time is necessary to process the claim, the Claims Administrator will provide the claimant with written notice of any extension, including the reasons for the extension and the date by which a decision by the Claims Administrator is expected to be made. The initial 45-day period may be extended twice by 30 days for matters beyond the control of the Claims Administrator, including cases where a claim is incomplete. Any notice of extension must explain to the claimant the standards on which entitlement to a disability benefit is based, the unresolved issues that prevent a decision on the claim, and, where a claim is incomplete, the additional information needed to resolve those issues. Any notice of claim denial shall be sent to the claimant's last known address. The notice shall set forth the specific reason or reasons for the denial of the claim and shall include a specific reference or references to the pertinent Plan provisions upon which the denial is based, a description of any additional material or information necessary for the claimant to perfect his claim, which description shall indicate why such material or information is needed, an explanation of the Plan's claims review procedure, and, if applicable, a copy of any internal rule, guideline, protocol, or similar criterion that was relied upon in making the adverse determination on the claim, or a statement that an internal rule, guideline, protocol or similar criterion was relied upon in making the adverse determination and will be provided to the claimant free of charge upon request.

In the event that the claimant wishes to appeal his claim's denial, he or his duly authorized representative shall file a written request for a review with the Claims Administrator, which request must be made within 180 days of the receipt by the claimant of the notice of his claim's denial. The claimant or his representative may review pertinent documents relating to the claim and its denial and may submit issues and comments in writing.

A claimant's appeal will be reviewed by the Claims Administrator, which shall make a decision on the merits of the claim within 45 days of the request for review, or if circumstances require an extension of time for processing due to the need for a hearing or other special circumstances, then as soon as practicable but not later than 90 days after the request for review. If the initial denial was based in whole or in part on medical judgment, the Claims Administrator shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment and who was not consulted in connection with the initial denial or was subordinate to that health care professional. The identity of any medical or vocational experts who provided advice to the Plan in connection with the initial denial shall be

provided to the claimant without regard to whether such advice was relied upon. The review of the claim denial shall take into account all comments, documents, records, and other information submitted by the claimant, whether or not such information was submitted or considered in connection with the initial determination on the claim. The decision on review shall be in writing and shall include specific reasons therefor, specific references to the pertinent Plan provisions on which the decision is based, a statement that the claimant is entitled to receive, upon request and free of charge, access to, and copies of, all documents, records and other information relevant to the claim, and, if applicable, a copy of any internal rule, guideline, protocol, or similar criterion that was relied upon in making the adverse determination on the claim, or a statement that an internal rule, guideline, protocol, or similar criterion was relied upon in making the adverse determination and will be provided to the claimant free of charge upon request. The Claims Administrator's decision shall be final (and the provisions of Section 5.1(b) will apply to the Claims Administrator when making determinations of claimants' appeals hereunder). If such written decision on review is not received within such 45 (or 90, where applicable) day time period, such appeal shall be deemed denied.

Any written notice called for under this section may also be provided electronically to the recipient.

The employees of the Claims Administrator conducting the review of denied claims under the Plan shall not be the same individuals who made the initial benefit determination to deny the claim or the subordinates of those individuals.

5.6 Plan Funding. Plan benefits are paid entirely by Dartmouth from its general assets and may be funded all or partly in advance or paid as they are incurred on a current basis at the sole discretion of Dartmouth.

ARTICLE 6 AMENDMENT AND TERMINATION OF PLAN

6.1 Amendment. Dartmouth may at any time, and from time to time, in its discretion amend, in whole or in part, any or all provisions of the Plan by written instrument signed by the Chief Human Resources Officer of Dartmouth (or in the absence of any such officer, the person authorized by Dartmouth to carry out the majority of the duties of such officer), Director of Benefits, or any officer of Dartmouth duly authorized by Dartmouth to sign such written instrument.

In the case of a Participant who is a Union Member, any change in the terms of the collective bargaining agreement covering such Participant affecting his or her benefits, rights or obligations under this Plan shall automatically be considered to be an amendment to this Plan document effective as of the same date as the effective date of the change made pursuant to the collective bargaining agreement.

6.2 Termination. Although Dartmouth has established the Plan with the bona fide intention and expectation that it will be able to provide benefits under the Plan indefinitely, Dartmouth is not and shall not be under any obligation or liability whatsoever to continue to maintain the Plan for any given length of time. As such, Dartmouth reserves the right to terminate the Plan at any time.

A termination of this Plan may be evidenced by a vote approving such termination by the Board of Trustees or the Executive Committee thereof, or by action of the President (or in the absence of the President, the person carrying out the majority of the duties of the President).

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Information to be Furnished. Participants who are or may be entitled, to disability coverage or benefits hereunder shall provide the Administrator or, when designated, the Claims Administrator with such information and evidence and sign such documents as may reasonably be requested from time to time for the purpose of administration of the Plan. Such information may include copies of the Participant's medical records or any other information related to a Provider's statement provided by the Participant hereunder.

7.2 Limitation of Rights. Neither the establishment of the Plan nor any amendment thereof, nor the payment of any benefits, will be construed as giving to any Participant or other person any legal or equitable right against Dartmouth, the Administrator or the Claims Administrator, except as specifically provided herein.

7.3 Governing Law. The Plan shall be governed by and construed in accordance with Federal laws, including ERISA, governing employee benefit plans and in accordance with the laws of the State of New Hampshire where such laws are not in conflict with or preempted by the aforementioned Federal laws.

7.4 Indemnification. To the extent permitted by law and not prohibited by its charter and by-laws, Dartmouth will indemnify and hold harmless every person serving as Administrator, and the executor or administrator of such a person if he is deceased, from and against all claims, loss, damages, liability, and reasonable costs and expenses, incurred as a result of his service in such capacity, unless due to the gross negligence, bad faith or willful misconduct of such person; provided that counsel fees and amounts paid in settlement must be approved by Dartmouth; and provided further that this Section 7.4 will not apply to any claim, loss, damages, liability, or costs and expenses which are covered by a liability insurance policy maintained by Dartmouth, or by the Plan or by an individual person indemnified by this Section 7.4. The Claims Administrator shall not be indemnified or held harmless under this Section 7.4.

IN WITNESS WHEREOF, Dartmouth College has caused this restated Plan to be executed in its name and behalf by its duly authorized officer.

DARTMOUTH COLLEGE

By: *Maire Keeney*