BOWDOIN COLLEGE
EMPLOYEE WELFARE BENEFIT PLAN
(Plan #516)
Plan Document

Effective January 1, 2012
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BOWDOIN COLLEGE
EMPLOYEE WELFARE BENEFIT PLAN

Article I. Introduction

1.01 Purpose of Plan. The Employer hereby establishes the Bowdoin College Employee Welfare Benefit Plan, effective January 1, 2012 for the exclusive benefit of Eligible Employees and their eligible family members. The Plan provides certain health and welfare benefits through the Component Benefit Programs listed on Schedule A, each of which is described in the separate Component Benefit Program documents.

1.02 Plan Status. This written Plan document is intended to comply with all relevant provisions of the Code and ERISA and is to be interpreted in a manner consistent with the requirements of such laws. The Plan consists of this document and the Component Benefit Program documents. The provisions of the Component Benefit Programs are incorporated by reference into this Plan document.

This document and the Component Benefit Program documents together constitute the written plan document required by ERISA Section 402. The following Component Benefit Programs are not subject to the requirements of ERISA, despite their inclusion in the Plan: the Bowdoin College Flexible Benefits Plan and the Dependent Care Reimbursement Plan.

Article II. Definitions

Wherever used in this Plan, the singular includes the plural and the following capitalized terms have the following meanings, unless a different meaning is clearly required by the context:

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

2.02 “Code” means the Internal Revenue Code of 1986, as amended. Reference to any section or subsection of the Code includes reference to any regulations or guidance thereunder and any comparable or succeeding provisions of any legislation that amends, supplements, or replaces such section or subsection.

2.03 “Component Benefit Program” means a benefit program included in this Plan as listed in Schedule A of this Plan. In the case of any Component Benefit Program that includes more than one coverage option, reference to the program is a reference to all coverage options under the program.

Each Component Benefit Program is described in a separate written plan document, insurance certificate or contract, benefit summary, or other governing document (a “Component Benefit Program document”). When the Plan refers to a Component Benefit Program document, it also refers to any attachments to such document and to documents incorporated by reference into the Component Benefit Program document (such as, in the case of an insurance contract, the application and the certificate of insurance booklet).
2.04 “Eligible Employee” means an Employee who satisfies the eligibility provisions of Article III and who is not excluded from participation by the terms of an applicable Component Benefit Program.

2.05 “Employee” means any common-law employee of the Employer. The determination of whether an individual is an Employee, an independent contractor, or any other classification of worker or service provider and the determination of whether an individual is classified as a member of any particular classification of employees shall be made solely in accordance with the classifications used by the Employer and shall not be dependent on, or change due to, the treatment of the individual for any purposes under the Code, common law or any other law, or any determination made by any court or government agency.

2.06 “Employer” means Bowdoin College.

2.07 “ERISA” means the Employee Retirement Income Security Act of 1974, as amended. Reference to any section or subsection of ERISA includes reference to any regulations thereunder and any comparable or succeeding provisions of any legislation that amends, supplements, or replaces such section or subsection.

2.08 “Insurance Company” means a duly-licensed insurance company, a health maintenance organization or other provider that has contracted with the Employer to provide fully-insured or capitated benefits under the Plan.

2.09 “Participant” means each Eligible Employee who participates in the Plan in accordance with Article III.

2.10 “Plan” means this Bowdoin College Employee Welfare Benefit Plan, as set forth herein (including any and all amendments and supplements hereto), and the Component Benefit Programs, which are incorporated by reference into the Plan.

2.11 “Plan Administrator” means Director of Human Resources, Bowdoin College, or such other person or committee as may be appointed from time to time by the Plan Sponsor to supervise the administration of the Plan.

2.12 “Plan Sponsor” means the President and Trustees of Bowdoin College.

**Article III. Eligibility and Participation Requirements**

3.01 *Eligibility and Participation* An Eligible Employee with respect to the Plan is any Employee who is eligible to participate in and receive benefits under one or more of the Component Benefit Programs, as specified in the applicable Component Benefit Program documents. An Eligible Employee may begin participating in the Plan upon his or her election to participate in a Component Benefit Program in accordance with the terms and conditions established for that Component Benefit Program. An Eligible Employee’s family members also may be eligible to participate in and receive benefits from one or more of the Component Benefit Programs.
Certain Component Benefit Programs require an annual election to enroll for coverage. Information about enrollment procedures, including when coverage begins and ends for the various Component Benefit Programs, is found in the Component Benefit Program documents.

3.02 Termination of Participation. Benefits for an Eligible Employee under this Plan will cease when the Eligible Employee ceases to be eligible for benefits under any Component Benefit Program. Benefits will also cease upon termination of the Plan. Benefits for an Eligible Employee’s covered family members will cease when the Employee’s coverage ceases or, if earlier, on the date on which an individual ceases to be eligible for benefits under particular Component Benefit Programs or when the Employee fails to provide proof of continued eligibility as may be required by the Plan Administrator.

3.03 Continuation Coverage under COBRA. If and to the extent required by law (including, without limitation, Section 4980B of the Code and regulations thereunder pertaining to COBRA continuation coverage), if coverage for a Participant or his or her eligible family members ceases under a Component Benefit Program that provides medical, dental, vision or other health care benefits because of certain “qualifying events,” such as termination of employment, reduction in hours, death, divorce, or a child ceasing to meet the definition of dependent, then the Participant and his or her eligible family members may have the right to purchase continuation coverage for a temporary period of time. COBRA rights are explained in detail in the applicable Component Benefit Program documents.

Article IV. Plan Benefits

4.01 Benefits. The Plan provides Eligible Employees and their covered dependents with benefits under the Component Benefit Programs listed on Schedule A. The Component Benefit Programs under the Plan may change from time to time, and not all benefits may be offered to all Participants in this Plan.

4.02 Funding and Contributions. The cost of the benefits provided through the Component Benefit Programs will be funded by in part by Employer contributions and in part by Employee contributions, which may be pre-tax contributions under the Flexible Benefits Plan. The Employer will determine and periodically communicate the Employee’s share of the cost of the benefits provided through each Component Benefit Program, and it may change that determination at any time.

The Employer will make its contributions in an amount that, in the Employer’s sole discretion, is at least sufficient to fund the benefits or a portion of the benefits that are not otherwise funded by Employee contributions. The Employer will pay its contribution and Employee contributions to an insurance carrier or, with respect to the benefits that are self-insured, will use these contributions to pay benefits directly to or on behalf of Employees or their eligible family members from the Employer’s general assets. Employee contributions toward the cost of a particular benefit will be used in their entirety prior to using Employer contributions to pay for the cost of such benefit.

4.03 Qualified Medical Child Support Orders. With respect to Component Benefit Plans that are group health plans, the Plan will provide benefits as required by any qualified medical child support order (“QMCSO,” defined in ERISA Section 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 Plan Administrator.

Article V. Plan Administration

5.01 Plan Administration. The administration of the Plan shall be under the supervision of the Plan Administrator. The Plan Administrator has full discretionary power to administer and operate the Plan in all of its details, subject to applicable requirements of law. For this purpose, the Plan Administrator’s discretionary powers include, but are not limited to, the following discretionary authority, in addition to all other powers provided by this Plan: to determine all questions arising in connection with the Plan and the eligibility of any person to participate in the Plan; to interpret the provisions of the Plan and to construe all of its terms; to compute and authorize the payment of benefits under the Plan; to adopt, amend, and rescind rules and regulations for the administration of the Plan; and generally to conduct and administer the Plan and to make all determinations in connection with the Plan as may be necessary or advisable. All such actions of the Plan Administrator will be conclusive and binding on all persons.

The Plan Administrator may delegate any of these administrative duties among one or more persons or entities, including any employee or employees of the Employer and any contract administrator; provided that any delegation of fiduciary duties is in writing, expressly identifies the delegate(s), and expressly describes the nature and scope of the delegated responsibility. The Employer will bear its incidental costs of administering the Plan.

Article VI. Circumstances That May Affect Benefits

6.01 Denial or Loss of Benefits. An Eligible Employee’s benefits (and the benefits of his or her covered eligible family members) will cease when the Employee’s participation in the Plan terminates as described in Article III. Benefits will also cease on termination of the Plan. Benefits under a particular Component Benefit Program will cease for an Employee or an Employee’s family member when the individual ceases to be eligible for the particular program.

6.02 Other Circumstances and Recovery of Benefits. The Component Benefit Programs set forth other circumstances that may result in the termination, reduction, recovery (through subrogation or reimbursement), or denial of benefits (through preexisting condition exclusion, coordination of benefits, or otherwise).

6.03 Right to Recover Benefit Overpayments and Other Erroneous Payments. If, for any reason, any benefit under the Plan is erroneously paid or exceeds the amount appropriately payable under the Plan to a Participant or a beneficiary, the Participant or the beneficiary shall be responsible for refunding the overpayment to the Plan. In addition, if the Plan makes any payment that, under the terms of the Plan, should not have been made, the applicable Insurance Company or contract administrator, the Plan Administrator, or the Employer may recover that incorrect payment, regardless of the cause or source of the error, from the person to whom it was made or from any other appropriate party. As may be permitted in the sole discretion of the Plan Administrator, the refund or repayment may be made in one or a combination of the following methods: in the form of a single lump-sum payment; as a reduction of the amount of future benefits otherwise payable under the Plan; as automatic deductions from pay; or any other
method as may be required or permitted in the sole discretion of the Plan Administrator, or applicable Insurance Company or contract administrator.

6.04 *Fraudulent Claims.* If an individual falsifies any document in support of a claim for benefits or coverage under the Plan, or fails to correct information which such individual knows or should have known to be incorrect, or fails to bring such misinformation to the attention of the Plan Administrator or the applicable insurance company or contract administrator, the Plan Administrator may, without the consent of any person, terminate the individual’s Plan coverage, including retroactively. In addition, the applicable Insurance Company or contract administrator may refuse to honor any claim for benefits under the Plan related to the individual submitting the falsified information. Such individual shall be responsible to provide restitution, including monetary repayment to the Plan, with respect to any overpayment or ineligible payment of benefits.

Article VII. Amendment or Termination of Plan

7.01 *Amendment of Plan.* The Employer reserves the right at any time or times to amend the Plan or any Component Benefit Program, to any extent that it may deem advisable, by actions taken and approved by the Plan Sponsor or any of its delegates or by other means permitted under the Employer’s by-laws. Unless otherwise provided, any such amendment will be effective for all Participants, whether or not employed by the Employer. From time to time the Plan Administrator shall update and revise Schedule A and any Component Benefit Program listed on Schedule A. Any such update or revision of Schedule A or any Component Benefit Program listed on Schedule A shall be considered a duly authorized amendment of this Plan.

7.02 *Termination of Plan.* The Employer may discontinue or terminate the Plan or any Component Benefit Program at any time, without liability. In the event the Plan is terminated, all contributions made by the Employer will cease effective as of the date of Plan termination and benefits will be paid or reimbursed with respect to claims incurred prior to or on the date of Plan termination, provided that such claims are submitted within the time period prescribed under the applicable Component Benefit Programs. In no event will benefits be paid or reimbursed with respect to claims incurred after the date of Plan termination.

Article VIII. Claims Procedures

8.01 *Claims for Fully Insured or Capitated Benefits.* For purposes of determination of the amount of, and entitlement to, benefits under a component benefit program provided by an Insurance Company, the Insurance Company 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 or other contract.

To obtain benefits under any such component benefit program, the participant must follow the claims procedures under the applicable Benefit Program Document. The Insurance Company will decide a participant's claim in accordance with its reasonable claims procedures, which will comply with ERISA and the regulations thereunder.

8.02 *Claims for Self-Funded Benefits.* For purposes of determining the amount of, and entitlement to, benefits under the component benefit programs provided through the Employer'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.

The Plan Administrator or its delegate will decide a participant's claim in accordance with reasonable claims procedures, which will comply with ERISA and the regulations thereunder. The claims procedures applicable to each component benefit program are described in the applicable Benefit Program Document.

8.03  Exhaustion. Failure to appeal within the timeframe set forth in the applicable Component Benefit Program will be deemed a failure to exhaust internal administrative appeal rights.

Article IX.  General Information About the Plan

9.01  Information to be Furnished by Plan Participants. Eligible Employees shall provide the Plan Administrator and insurance companies and contract administrators to whom the Plan Administrator has delegated Plan administrative responsibilities with such information and evidence, and shall sign such documents, as may be requested by the Plan Administrator or applicable insurance company or contract administrator from time to time for the purpose of administration of the Plan.

9.02  No Contract of Employment. The Plan is not intended to be, and may not be construed as constituting, a contract or other arrangement between any individual and the Employer to the effect that the individual will be employed for any specific period of time.

9.03  No Vested Rights. No Employee, whether or not a Participant in, or eligible to participate in, the Plan, nor any eligible family member of such individual, shall at any time have any vested rights to benefits provided under the Plan or under any Component Benefit Program.

9.04  No Guarantee of Tax Consequences. Nothing in this document may be construed as tax or legal advice on the part of the Employer or the Plan Sponsor or Plan Administrator.

9.05  Compliance with State and Federal Mandates. The Component Benefit Programs will comply, to the extent applicable, with the requirements of all applicable state and federal laws, including but not limited to the Family and Medical Leave Act of 1993, the Uniformed Services Employment and Reemployment Rights Act of 1994, the Mental Health Parity Act, the Mental Health Parity and Addiction Equity Act, the Newborns’ and Mothers’ Health Protection Act of 1996, as amended, the Health Insurance Portability and Accountability Act of 1996, the Women’s Health and Cancer Rights Act of 1998, the Health Information Technology for Economic and Clinical Health Act, Michelle’s Law, the Genetic Information Nondiscrimination Act of 2008, and the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act of 2010.

9.06  Insurance Contract of Governing Document Controls. Benefits under the Plan are provided pursuant to a governing plan document or insurance contract adopted by the Employer. If the terms of this document conflict with the terms of such governing plan document or
insurance contract, then the terms of the governing plan document or insurance contract will control, rather than this document, unless otherwise required by law.

9.07 Governing Law. To the extent not preempted by ERISA or any other federal statutes or regulations, this Plan shall be governed by, and construed in accordance with, the laws of the State of Maine.

The authorized officers of Bowdoin College have caused this Plan document to be executed this 31st day of December, 2011.

Bowdoin College

By S. Catherine Lapey

Its Sr VP Finance & Administration + Treasurer
SCHEDULE A

- Bowdoin College Flexible Benefits Plan, including Health Care Reimbursement Plan and Dependent Care Reimbursement Plan;
- Bowdoin College Out-of-Pocket Expenses Reimbursement Plan (HRA)
- Bowdoin College Preferred Provider Organization Health Plan;
- Bowdoin College Dental Plan;
- Bowdoin College Vision Plan;
- Hartford Life and Accident Insurance Company Short and Long Term Disability Insurance Plans; and