

Erie Indemnity Company

Short Term Disability Income Plan

Summary Plan Description

The Erie Indemnity Company Short Term Disability Income Plan (the “Plan”) is a welfare benefit plan sponsored by Erie Indemnity Company (ERIE) that provides short term disability income benefits to eligible employees.

This document constitutes the summary plan description for the Plan as of January 1, 2025. It is only a summary of the Plan. You may obtain a copy of the Plan document from the Absence Management Section. If there is a conflict between this summary plan description and the Plan document, the Plan document will govern.

Eligibility Requirements

All full-time Employees of ERIE (and any affiliate of ERIE that has adopted the Plan) are eligible for coverage

under the Plan after completing 90 days of continuous employment with ERIE (or an affiliate of ERIE that has adopted the Plan). A complete list of ERIE affiliates that have adopted the Plan is set forth at the end of this summary plan description. You are a full-time Employee if you are either: (i) a salaried Employee; or (ii) an hourly Employee and are regularly scheduled to work at least 37-1/2 hours in a normal workweek. However, any person who is a leased employee, who is on another company’s payroll or who is treated as an independent contractor by ERIE for payroll tax purposes is not eligible to participate in the Plan. You are also not eligible if you are a temporary or seasonal employee.

Commonly Used Terms

The following are important terms that

are used throughout this summary plan description.

Active Work and Actively at Work.

You are actively at work if you are able to perform, with reasonable continuity, the material duties of your position with ERIE (or an affiliate of ERIE). When you are performing, with reasonable continuity, the material duties of your position at ERIE (or an affiliate of ERIE) you are at active work.

Material Duties. Material duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation, which cannot be reasonably modified or omitted.

Own Occupation. Your own

occupation means any employment, business, trade, profession, calling or vocation that involves material duties of the same general nature as the occupation you are regularly performing for ERIE or an affiliate of ERIE when your disability begins. In determining your own occupation, the Claims Administrator is not limited to looking at the way you perform your job. The Claims Administrator may also look at the way the occupation is generally performed in the national economy. If your own occupation involves the rendering of professional services and you are required to have a professional or occupational license in order to work, your own occupation is as broad as the scope of the license.

Benefits Waiting Period. A benefits waiting period is the seven consecutive calendar days that begin on the day on which you become disabled. You must be continuously disabled during a benefits waiting period to be eligible for short term disability benefits under the Plan.

Maximum Benefit Period. The maximum benefit period is the longest

period for which short term disability benefits are payable for any one period of continuous disability, whether from one or more causes.

The maximum benefit period begins at the end of the benefits waiting period. The length of your maximum benefit period is dependent on the Class in which you are a member at the time you become entitled to benefits. See Classes below. Even if your maximum benefit period has ended, the Claims Administrator may keep your claim for short term disability benefits open for up to 90 days from when your disability occurred for medical management purposes.

Predisability Earnings. Your predisability earnings means your weekly base rate of earnings from ERIE (or an affiliate of ERIE) including (i) contributions you make to the Employee Savings Plan or an executive nonqualified deferred compensation arrangement, (ii) payments and contributions you make through the Pre-Tax Payment Plan, and (iii) any shift differential. Not included in your predisability earnings are (i) bonuses, (ii) commissions, (iii)

overtime pay, (iv) stock options or stock bonuses, (v) contributions by ERIE to the Employee Savings Plan, Retirement Plan for Employees or any nonqualified deferred compensation arrangement, and (vi) any other extra compensation. Your predisability earnings will be based on your earnings on your last full day of active work before your disability, and any subsequent change in earnings will not affect your predisability earnings.

Work Earnings. Your work earnings are your gross weekly earnings from work you perform while disabled, plus the earnings you could receive if you worked as much as you are able, considering your disability, in work that is reasonably available in your own occupation. The Claims Administrator will determine your work earnings in accordance with the following:

- If you are paid in a lump sum or on a basis other than weekly, your work earnings will be prorated over the period of time to which the payment applies. If no period of time is stated, a reasonable period of time will be used.

- Generally, the financial accounting method you use for income taxes will be used if you use that method on a consistent basis. However, the Claims Administrator will not be limited to only considering taxable income you report to the IRS.
- Both depreciation and expenses incurred under section 179 of the Internal Revenue Code may be ignored as deductions from your gross earnings.
- The Claims Administrator may adjust financial information you provide in order to clearly reflect your work earnings. Further, if the Claims Administrator determines that your earnings vary substantially from week to week, work earnings may be averaged over the most recent four-week period.

Deductible Income. Generally, your deductible income reduces the amount of short term disability benefits payable to you. Your deductible income includes the following:

- Your work earnings.

- Sick pay, annual or personal leave pay, severance pay, or other salary continuation, including donated amounts (but excluding vacation pay) you receive from ERIE (or an affiliate of ERIE), but only to the extent that the amount of short term disability benefit determined without regard to deductible income, plus the sick pay, annual or personal leave pay, severance pay or other salary continuation exceeds 100% of your predisability earnings.
- Any amount you receive or are entitled to receive under a state disability income law or similar law.
- Any amount you receive or are entitled to receive because of your disability under any group insurance coverage. However, any amount payable to you under group insurance coverage that provides indemnity benefits for a critical illness (such as benefits payable under the Erie Indemnity Company Group Critical Illness Insurance Plan) are not included in your deductible income.
- Any disability or retirement benefits

you receive from the Retirement Plan for Employees.

- Any amount you receive or are entitled to receive under an unemployment compensation law or similar law.
- Any earnings included in predisability earnings which you receive or are entitled to receive while receiving short term disability benefits.
- Any amount you receive or are entitled to receive from a third party because of your disability, whether by judgment, settlement or other method. See Subrogation below.
- Any disability benefits you receive under the Pennsylvania Motor Vehicle Financial Responsibility Act which, when added to the amount of your short term disability benefits (before reduction by deductible income) exceeds 100% of your predisability earnings.

Effective Date of Coverage

If you are a full-time Employee, coverage will be effective for you on

the day after the day you complete 90 days of continuous employment and provided you are actively at work on the day before coverage would begin. If you change status from part-time to full-time, coverage will be effective for you on the later of (i) the day after the day you complete 90 days of continuous employment; or (ii) the day your status changes from part-time to full-time, provided you are actively at work on the day before coverage would begin.

If you are not actively at work on the day before coverage would begin, coverage will not be effective until the day after you have been actively at work with ERIE (or an affiliate of ERIE that has adopted the Plan) for one day. For more information on the requirement that you be “actively at work” on the day before coverage is to commence, contact the Absence Management Section of ERIE.

Classes

The amount of short term disability benefits provided under the Plan are based on the Class in which you are a member at the time you become

entitled to short term disability benefits. Your Class is determined by the number of years of service you have as an employee with ERIE or an affiliate of ERIE.

Class 1 – You are a member if you have less than one year of service as an employee. Your maximum benefit period is seven weeks.

Class 2 – You are a member if you have at least one year of service as an employee but less than two years of service as an employee. Your maximum benefit period is eight weeks.

Class 3 – You are a member if you have at least two years of service as an employee but less than three years of service as an employee. Your maximum benefit period is nine weeks.

Class 4 – You are a member if you have at least three years of service as an employee but less than six years of service as an employee. Your maximum benefit period is nine weeks.

Class 5 – You are a member if you have at least six years of service as

an employee but less than ten years of service as an employee. Your maximum benefit period is ten weeks.

Class 6 – You are a member if you have at least ten years of service as an employee. Your maximum benefit period is eleven weeks.

Description of Benefits

Disability – Short term disability benefits provided under the Plan are only payable if the Claims Administrator determines you are disabled. You are disabled if (i) as a result of a physical disease, injury, pregnancy or mental disorder you are unable to perform with reasonable continuity the material duties of your own occupation, **and** (ii) you suffer a loss of at least 20% of your pre-disability earnings when working in your own occupation. You are not disabled merely because your right to perform in your own occupation is restricted, including a restriction or loss of license. In no event will you be considered to be disabled as a result of any of the following:

- An injury, physical disease, mental disorder or other condition resulting

from war;

- An intentional self-inflicted injury;
- A work related injury, disease, mental disorder or other condition;
- An injury, physical disease, mental disorder or other condition caused or contributed to by you in the commission of an assault or felony, or active participation in a violent disorder or riot.
- An injury, physical disease, mental disorder or other condition caused or contributed to by your loss of a professional license, occupational license or certification.

You may work in another occupation while you are disabled from your own occupation. However, if your work earnings from another occupation exceed 80% of your predisability earnings, you will be considered to no longer be disabled.

Benefits Payable – Short term disability benefits are payable after you complete your benefits waiting period and for so long as you are both disabled and a member of the Eligible Class, but in no event beyond your

maximum benefit period. Generally, you must be disabled continuously during your benefits waiting period to be eligible for benefits.

- **Class 1** – If you are a member of Class 1, for the first week for which short-term disability benefits are payable, they equal 100% of up to the first \$7,500 of your predisability earnings reduced by deductible income. For the second through seventh weeks for which short term disability benefits are payable, they are equal to 50% of up to the first \$15,000 of your predisability earnings reduced by your deductible income.
- **Class 2** - If you are a member of Class 2, for the first two weeks for which short term disability benefits are payable, they equal 100% of up to the first \$7,500 of your predisability earnings reduced by deductible income. For the third through eighth weeks for which short term disability benefits are payable, they are equal to 50% of up to the first \$15,000 of your predisability earnings reduced by your deductible income.

- **Class 3** - If you are a member of Class 3, for the first three weeks for which short term disability benefits are payable, they equal 100% of up to the first \$7,500 of your predisability earnings reduced by deductible income. For the fourth through ninth weeks for which short term disability benefits are payable, they are equal to 50% of up to the first \$15,000 of your predisability earnings reduced by your deductible income.
- **Class 4** - If you are a member of Class 4, for the first six weeks for which short term disability benefits are payable, they equal 100% of up to the first \$7,500 of your predisability earnings reduced by deductible income. For the seventh through ninth weeks for which short term disability benefits are payable, they are equal to 50% of up to the first \$15,000 of your predisability earnings reduced by your deductible income.
- **Class 5** - If you are a member of Class 5, for the first eight weeks for which short term disability benefits

are payable, they equal 100% of up to the first \$7,500 of your predisability earnings reduced by deductible income. For the ninth and tenth weeks for which short term disability benefits are payable, they are equal to 50% of up to the first \$15,000 of your predisability earnings reduced by your deductible income.

- **Class 6** - If you are a member of Class 6, for the first ten weeks for which short term disability benefits are payable, they equal 100% of up to the first \$7,500 of your predisability earnings reduced by deductible income. For the eleventh week for which short term disability benefits are payable, they are equal to 50% of up to the first \$15,000 of your predisability earnings reduced by your deductible income.

In any case, regardless of your Class, the maximum short term disability benefit payable per week is \$7,500 reduced by deductible income, and the minimum short term disability benefit payable per week is \$15. If you are disabled for less than a full

week during any week following your benefit waiting period, the disability benefit will be pro-rated for that week.

The Claims Administrator will determine your short term disability benefit using deductible income for the same weekly period, even if you receive the deductible income in another week. If you are paid deductible income in a lump sum or by a method other than weekly, the Claims Administrator will determine your short term disability benefit using a pro-rated amount of deductible income and using the period of time to which the deductible income applies. You are responsible for notifying the Claims Administrator of an item of deductible income when it becomes payable.

Duty to Pursue Deductible Income.

If you are entitled to receive short term disability benefits, you have a duty to pursue items of deductible income for which you may be eligible. The Claims Administrator may request written documentation from you of your pursuit of deductible income. If you fail to provide written documentation within 60 days of the

request, the Claims Administrator may reduce the short term disability benefits payable to you by the amount it estimates you would be eligible to receive if you properly pursued deductible income.

Overpayment. If the Claims Administrator determines there was an overpayment of short term disability benefits to you, it may request repayment of the overpayment. If you fail to repay an overpayment, the Claims Administrator may offset future payments of short term disability benefits (including the minimum short term disability benefit payment) to reduce the amount of an overpayment.

Limitations. The following limitations apply to disability claims under the Plan:

- During your benefits waiting period and while you are disabled you must be under the ongoing care of a physician in the appropriate specialty. If you are not under the ongoing care of a physician in the appropriate specialty, as

determined by the Claims Administrator, no short term disability benefits are payable under the Plan.

- No short term disability benefits are payable under the Plan for any period of disability during which you are confined in a penal or correctional facility.
- If you are claiming short term disability benefits under the Plan, the Claims Administrator may require that you participate in a plan, program or course of medical treatment or vocational training as a condition to your receiving short term disability benefits. If you do not, in good faith, participate in any such plan, program or course of medical treatment or vocational training, short term disability benefits will not be payable unless your disability prevents your participation.
- No short term disability benefits are payable for any period during which you are eligible to receive benefits under a workers compensation or similar law.

Return to Work Responsibility. You have a responsibility to return to work when you are able to. No short term disability benefits will be payable for any period of disability during which you are able to work in your own occupation and earn at least 20% of your predisability earnings, but you elect not to return to work.

Return to Work Incentive. You are eligible for a return to work incentive on the first day you work after your benefits waiting period if short term disability benefits are payable on that date. All of your work earnings will be deductible income if you are working during a period when short term disability benefits are payable at the 100% level. One half of your work earnings will be deductible income if you are working during a period when short term disability benefits are payable at the 50% level.

New Disability While Disabled. If, during a period in which you are receiving short term disability benefits you suffer a new disability, short term disability benefits will continue to be payable while you remain disabled. However, the new disability will not

extend the maximum benefit period.

New Disability Within 180 Days. If you become disabled again within 180 days after a period of disability, short term disability benefits will be paid at the same benefit amount and duration as at the end of the immediately preceding disability. Your maximum benefit period will be measured as if the immediately preceding disability had not ended and the current disability will not be eligible for a new maximum benefit period. The maximum benefit period will be calculated by combining the immediately preceding disability with the current disability.

If you become disabled more than 180 days after an immediately preceding disability, your short term disability benefits for the current disability will be determined without regard to the immediately preceding disability.

Temporary Recovery. If you temporarily recover from your disability during your maximum benefit period and then become disabled again from the same cause or causes,

the following rules apply:

- You will not serve a new benefit waiting period;
- The predisability earnings used to determine your short term disability benefits will not change;
- The period of temporary recovery will not count against your maximum benefit period; and
- Short term disability benefits will not be payable during the period of temporary recovery.

You have a temporary recovery if you are no longer disabled for a period of 30 days or less but are then disabled again from the same cause or causes.

Loss of Coverage

Your participation in the Plan will terminate on the last day of your employment or if you are no longer an active full-time Employee. If this occurs, unless you are on leave of absence as discussed below, you shall not be eligible for Benefits under the Plan after the date of termination.

Your participation in the Plan will be continued during certain leaves of

absence.

- Your participation will be extended during a temporary leave of absence that is scheduled to last 24 months or less, provided that the leave of absence is approved in advance and in writing by ERIE (or an affiliate of ERIE). A period of disability does not constitute a leave of absence under this provision.
- Your participation will be extended for up to 24 months of a temporary or indefinite administrative or involuntary leave of absence or sick leave, provided that ERIE (or an affiliate of ERIE) continues to pay you at least the same amount of predisability earnings that you were being paid immediately before the leave of absence or sick leave. A period during which you are not working for ERIE (or an affiliate of ERIE) as part of a severance or employment termination agreement is not a leave of absence under this provision.
- Your participation will continue during your benefit waiting period and while short term disability

benefits are payable to you.

Recommendation of Participation

If you cease participation in the Plan and thereafter become eligible to again participate, you will recommence your participation as follows:

- If you return to work immediately after the date on which short term disability benefits end or the date on which long term disability benefits under the Long Term Disability Income Plan end, you will immediately become a participant in the Plan provided you return to work as a full-time employee.
- If you return to work immediately after the end of workers compensation temporary benefits as a result of a work-related injury with ERIE (or an affiliate of ERIE), you will immediately become a participant in the Plan provided you return to work as a full-time employee.
- If you cease participation because you cease to be an employee, but within 90 days you are again an

employee, you will immediately become a participant in the Plan when you again become a full-time employee.

- If you cease participation because your status changes from full-time to part-time and you later become a full-time employee, you will immediately become a participant in the Plan when you again become a full-time employee.
- If you return to work from a federal or state-mandated family or medical leave of absence, you will immediately become a participant in the Plan provided you are a fulltime employee.
- In all other cases, you will be treated like a new full-time employee and must complete 90 days of continuous service in order to become a participant. See Eligibility Requirements above.

Claim Procedures

A claim for short term disability benefits should be made by contacting the Claims Administrator or the Absence Management Section of

ERIE. Upon receipt of a claim, the Claims Administrator will investigate the claim and determine if you are entitled to disability benefits.

You may designate a representative to act on your behalf in pursuing a disability claim or appealing a denial of a disability claim. You should contact the Claims Administrator to find out how to designate a representative.

The Claims Administrator will decide whether you are entitled to disability benefits within 45 days of when you submit a properly completed application. This 45-day determination period may be extended for up to 30 days if the Claims Administrator determines that such extension is necessary for reasons beyond its control. If it is determined that such an extension is necessary, the Claims Administrator will notify you in writing of the circumstances requiring the extension of time and the date by which it expects to make a decision on your claim. If before the end of the 30-day extension period, the Claims Administrator determines that, due to matters beyond its control,

a decision cannot be made within the extension period, it can extend the determination period for another 30 days. Again, the Claims Administrator will notify you in writing of the circumstances requiring the second extension and the date by which it expects to make a decision on your claim. Any notice of extension that it provides to you will specifically explain:

- The standards on which entitlement to a disability benefit is based;
- The unresolved issues that prevent it from making a decision on the claim; and
- What additional information is needed by the Claims Administrator to resolve those issues.

If additional information is needed by the Claims Administrator to make its decision, you will be provided with at least 45 days from the date you are notified of the extension to provide the information. The period of time for the Claims Administrator to make a decision may be suspended from the date on which the notice of extension and request for additional information

is sent to you until the date on which you respond to the request for additional information.

If your claim is allowed, the Claims Administrator will begin providing you with disability benefits in accordance with the Plan. If your claim is denied, in whole or in part, the Claims Administrator will provide you with a written notice that must include the following information:

- The specific reason or reasons for the denial of the claim
- A reference to the specific provisions of the Plan and any other document, on which the denial is based.
- A description of any additional material or information necessary for you to complete the claim, and an explanation as to why such information or material is necessary.
- A discussion of the decision, including an explanation of the basis for disagreeing with or not following (i) the views of health care professionals treating you and vocational professionals who evaluated you; (ii) the views of

medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your claim, without regard to whether the advice was relied upon in denying the claim; and (iii) any disability determination made by the Social Security administration that you provided to the Plan.

- If the decision to deny the claim is based on medical necessity or experimental treatment, or any similar exclusion or limit, you will either be provided with an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or notified that you may request a copy of the explanation free of charge.
- A copy of any internal rules, guidelines, protocols, standards or other similar criteria relied upon in denying the claim, or a statement that such documents do not exist.
- A statement that you are entitled to receive, upon request and free of charge, reasonable access to and

copies of all documents, records and other information relevant to your claim.

- Information as to how you may appeal the denial of the claim and the applicable time limits.
- A statement regarding your right to bring a civil suit under federal law should you appeal the denial and your appeal be denied.

You may appeal a denial of a claim by following the appeal procedure explained below under **Appealing a Claim**.

Appealing a Claim

If you do not agree with the denial of your disability claim, you have the right to appeal to the Claims Administrator for a full and fair review of the denial.

If you wish to appeal a denial, you must file a written notice of appeal with the Claims Administrator. In your appeal, you must state that you are requesting an official review of the denial of your disability claim and the reason(s) why you do not agree with the denial. You should also include

any additional information pertinent to the claim. You should review the notice of denial from the Claims Administrator to determine whom to contact to bring an appeal.

If you want to appeal a denied disability claim, the Claims Administrator must allow you at least 180 days after you receive notice of a denial to file the appeal. As part of the appeal, you or your representative may review and obtain from the Claims Administrator copies of all documents, records and information relating to your disability claim. If you wish, you or your representative may submit written issues, documents, comments and additional justification as to why the disability claim should be approved. The Claims Administrator will provide you with the name of each medical or vocational expert whose advice was obtained in connection with your denied claim, regardless of whether the advice was relied upon.

When the Claims Administrator reviews a denied disability claim, it may not afford any deference to the initial decision. The review will be

conducted by a designated person or persons at the Claims Administrator who will not be the person who made the initial decision to deny the claim, or a subordinate of the person who made the initial decision. If the denial is based in whole or in part on a medical judgment, the person (or persons) reviewing the disability claim is required to consult with a health care professional who has appropriate training and experience in the particular field of medicine involved in the medical judgment. This health care professional will be someone who was not consulted on the initial denial, and who is not a subordinate of someone who was consulted on the initial denial.

The Claims Administrator will make a decision on appeal within 45 days of when you file the appeal. The time period for deciding the appeal may be extended for one additional 45-day period provided that, prior to the extension, the Claims Administrator notifies you in writing that an extension is needed due to special circumstances, identifies those circumstances and gives you the date

by which it expects to render a decision on your appeal. If the extension is due to your failure to submit information necessary to decide your application on appeal, the time for making the decision shall be tolled from the date on which the notification of extension is sent to you until the date the Claims Administrator receives your response to the request for additional information.

You will be provided, free of charge, with any new or additional evidence, considered, relied upon or generated by the Plan or Claims Administrator in connection with your claim on appeal. Such evidence will be provided to you as soon as possible and sufficiently in advance of the date on which the decision on appeal is to be made in order to provide you a reasonable opportunity to respond. In addition, if a new or additional rationale for denying the claim on appeal will be relied upon, you will be provided, free of charge, such rationale sufficiently in advance of the date on which the decision on appeal is to be made in order to provide you with a reasonable opportunity to respond.

The Claims Administrator will provide you with a written notice of the determination on appeal. If the Claims Administrator upholds the denial of your disability claim the notice is required to include the following information:

- The specific reason or reasons for the adverse determination.
- The specific provisions of the Plan and any other document on which the adverse determination is based.
- A statement that you may obtain, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to your claim.
- A discussion of the decision, including an explanation of the basis for disagreeing with or not following (i) the views of health care professionals treating you and vocational professionals who evaluated you; (ii) the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your claim, without regard to whether the advice was relied upon

in denying the claim; and (iii) any disability determination made by the Social Security administration that you provided to the Plan.

- If the decision to deny the claim is based on medical necessity or experimental treatment, or any similar exclusion or limit, you will either be provided with an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or notified that you may request a copy of the explanation free of charge.
- A copy of any internal rules, guidelines, protocols, standards or other similar criteria relied upon in denying the claim, or a statement that such documents do not exist.
- A statement regarding your right to bring a civil suit under section 502(a) of the Employee Retirement Income Security Act (ERISA). This will include any applicable contractual limitations period that applies to your right to bring a civil suit, together with the calendar date

on which the contractual limitations period expires for the claim.

- A statement that there are no additional voluntary appeal procedures under the Plan.

Discretionary Authority

The Claims Administrator has full discretionary authority to interpret and construe the terms of the Plan in order to determine eligibility for benefits. The Employee Benefits Administration Committee has full discretionary authority to interpret and construe the terms of the Plan, other than for determining eligibility for benefits.

Benefit Plan Administration

The Plan Administrator is the Employer Benefits Administration Committee of ERIE. Many of the day-to-day administrative functions are performed through the Absence Management Section of ERIE. Legal notices may be filed with and legal process served upon the agent for legal services as identified at the end of this summary plan description.

Plan Modification and Amendment

Erie Indemnity Company may modify or amend the Plan at any time and for any reason. Except as otherwise required by applicable law, any amendment or modification may be done without prior notice to plan participants. The Board of Directors of Erie Indemnity Company may modify or amend the Plan by a duly adopted resolution, and the amendment or modification shall be effective as of the date specified in the enabling resolution. In addition, the Employee Benefits Administration Committee of ERIE has the authority to adopt certain amendments to the Plan. A copy of a plan amendment or modification shall be provided to the Plan Administrator of the Plan and, to the extent necessary or appropriate, to any outside service provider of the Plan. The Plan Administrator of the Plan shall notify all covered participants and beneficiaries of any modification or amendment that changes the substantive terms of the Plan within the timeframe required under applicable law and regulations.

Any such notice shall contain such information and be in such form as is required by applicable law and regulations.

Plan Termination

Erie Indemnity Company may terminate the Plan at any time and for any reason. Except as otherwise required by applicable law and regulations, any plan termination may be done without prior notice to plan participants. Any plan termination shall be done by resolution of the Board of Directors of Erie Indemnity Company, and the plan termination shall be effective as of the date specified in the enabling resolution. A copy of the resolution shall be provided to the Plan Administrator of the Plan and, to the extent necessary or appropriate, to any outside service provider of the Plan. The Plan Administrator of the Plan shall notify plan participants and beneficiaries of the plan termination in accordance with applicable law and regulations.

ERISA Rights

You are entitled to certain rights and protections. ERISA provides that all plan participants of plans covered by ERISA are entitled to:

Receive Information About Your Plan and Benefits

- Examine without charge at the Plan Administrator's office and at other specific locations, such as worksites, all documents governing the plan 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 Employee Benefits Security Administration.
- Obtain upon request to the Plan Administrators copies of documents governing the operation of the plan, and copies of the latest annual report (Form 5500 series) and updated summary plan description. The Plan 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 you with a copy of the summary annual report.

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 the 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 benefit or exercising your rights under ERISA.

If your claim for a benefit is denied or ignored, you have a right to know why this was done, to obtain 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 a plan and do not receive them within 30 days, you may file a suit in 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 Plan Administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a Federal or state 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 questions about the plan, contact the Plan Administrator. If you have 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 Area Office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, 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. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Plan Information

Plan Name

Erie Indemnity Company Short Term Disability Income Plan

Plan Number

511

Plan Type

Short Term Disability Income Plan – ERISA Summary Plan Description

Welfare Plan (Short Term Disability) 814-870-2000

Source of Contributions

Employer

Payment of Benefits

All Plan benefits are paid from the general assets of Erie Indemnity Company and the adopting Erie affiliates.

Plan Sponsor

Erie Indemnity Company
100 Erie Insurance Place
Erie, PA 16530
814-870-2000

Employer Identification Number:
25-0466020

Plan Administrator

Erie Indemnity Company Employee
Benefits Administration Committee
100 Erie Insurance Place
Erie, PA 16530
814-870-2000

Service of Legal Process

Erie Indemnity Company
Law Division
100 Erie Insurance Place
Erie, PA 16530

Claims Administrator

Metropolitan Life Insurance Co.
200 Park Avenue
New York, NY 10166

Adopting ERIE Affiliates

Erie Insurance Company of New York
Erie Resources Management Corp.

Plan Year

January 1st to December 31st