

University of Chicago

Accident Insurance

Personal Accident Insurance

Business Travel Accident Insurance

Summary Plan Description

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Your Accident Insurance Benefits

Accident Insurance helps protect you and your family from financial hardship if you or a covered family member dies or suffers a serious injury in an accident. These benefits are separate from and in addition to any other insurance coverage you may have, such as your Group Life Insurance Plan through the University. There are two types of Accident Insurance:

- **Personal Accident Insurance (PAI)** provides a benefit if a covered person dies or suffers a serious injury in an accident. If you are a Benefits-eligible Employee, you can choose to cover only yourself or yourself and your family. You can enroll at any time. Coverage ranges from \$20,000 to \$500,000. Participation is voluntary. You pay the full cost at group rates.
- **Business Travel Accident Insurance (BTAI)** provides a benefit to all University employees if you die or suffer a serious injury in an accident while traveling on University business away from University premises. Generally, you are covered for five times your pay, from \$50,000 to \$500,000. Your participation automatically begins on your first day of work. The University pays the full cost.

Please review this summary and refer to your UNUM Insurance Certificate for PAI and the Chubb Insurance Certificate for BTAI. These documents contain important details on plan limits and features.

If you have questions about your benefits, call the Benefits Office at 773-702-9634 or send an e-mail to benefits@uchicago.edu.

Participating in Personal Accident Insurance

Eligibility

You are eligible for Personal Accident Insurance if you are a:

- Full-time Benefits-eligible Employee of the University of Chicago (the “University”).
- Part-time Benefits-eligible Employee of the University.

The capitalized terms in the Summary Plan Description have special meaning, which impacts your receipt of benefits under the Plan. Please refer to the [Glossary](#) for the definition of those capitalized terms.

Enrolling

You can choose from two coverage levels for your Personal Accident Insurance:

- **Employee Coverage** covers you only.
- **Family Coverage** covers you, your spouse or Domestic Partner, and your Dependent Children.

Unmarried Dependent Children are covered as of 14 days after birth and until age 25 provided that after age 19 they are full-time students and dependent on the employee for support and maintenance.

Unmarried Dependent Children who are incapable of self-support because of physical or mental challenges can continue to be covered. Proof of incapacity and dependency must be furnished to the insurance company within 31 days after the child reaches 25. Continued proof may be required but not more often than once each year.

If both you and your spouse or Domestic Partner are University employees, you may each select employee coverage or one of you may choose family coverage. Both of you cannot choose family coverage.

You can enroll at any time. Enrollment materials are available from the Benefits Office or online at: <http://hr.uchicago.edu>.

Naming a Beneficiary

When you enroll in Personal Accident Insurance, you will be asked to designate a Beneficiary(ies). Your Beneficiary is the person (or institution) you select to receive your Personal Accident Insurance benefit when you die.

- You can choose one or more beneficiaries and contingent beneficiaries. If you name more than one Beneficiary, your death benefit will be shared equally, unless you specify otherwise.
- If your Beneficiary is a minor, benefits will be paid to the minor's legal guardian.
- If your Beneficiary dies before you, your benefits will be paid to your estate.
- If you choose family coverage, you are automatically the Beneficiary for the death benefits of your spouse or Domestic Partner and Dependent Children.

You can change your Beneficiary at any time by contacting the Benefits Office and completing the forms. The change will take effect on the date you sign the form.

Cost of Coverage

You can select coverage levels ranging from \$20,000 to \$500,000, in multiples of \$10,000. You pay the full cost of your Personal Accident Insurance at group rates. How much your coverage costs depends on the amount and the coverage level you choose. You pay for the coverage through after-tax payroll deductions.

For a current list of the rates, visit our web site at: <http://hr.uchicago.edu>.

When Coverage Begins

If you enroll in Personal Accident Insurance within 31 days of your date of hire or of the date you become benefits-eligible, coverage is effective as of that date.

If you enroll in Personal Accident Insurance after your first 31 days of hire or the date you become benefits-eligible, your coverage takes effect on the first of the month following the date that you elect coverage.

Changing Your Coverage

You can increase or decrease your coverage at any time, up to once every six months. Once you reach age 70, you cannot increase your coverage, but you can decrease the coverage.

To change your coverage, submit an enrollment form to the Benefits Office. Your new coverage amount will take effect as of the date that you change the coverage.

When Coverage Ends

Your coverage ends when:

- You stop working for the University.
- You are no longer a Benefits-eligible Employee.
- You stop paying direct-billed premiums.
- You die.
- The plan ends.

Converting to an Individual Policy

You can convert your Personal Accident Insurance coverage to an individual policy when you are no longer eligible for coverage under the Personal Accident Insurance plan through the University, or when this University plan is terminated. You must have been covered under the Plan for at least a year and you may not be disabled at the time the conversion is requested.

Under the individual policy, generally you can buy up to \$250,000 of coverage. You must apply within 31 days after your Personal Accident Insurance coverage at the University ends.

Contact the Benefits Office for a conversion form.

Coverage During a Leave

Short-Term Disability

If you are a staff employee and are not Actively at Work due to an approved short-term disability leave, your Personal Accident Insurance will remain in place at the same level as before your leave. The cost for the coverage will be deducted from your short-term disability check. Upon return to work from this leave, the cost for Personal Accident Insurance coverage will be deducted again from your regular paycheck.

If you return to work in a benefits-ineligible position or do not return to work at the end of the approved leave of absence, your Personal Accident Insurance coverage will end.

Academic employees are not eligible for short-term disability. Contact your department for more information.

Family and Medical Leave

If you are not Actively at Work due to an approved leave of absence under the Family and Medical Leave Act (FMLA), you may continue your Personal Accident Insurance at the same level as before your leave. You will be billed on a monthly basis for this coverage. If you resume work, your cost for Personal Accident Insurance coverage will automatically be deducted again from your paycheck.

If you decide not to continue your Personal Accident insurance coverage while on leave, your coverage will end. When you return to work in the same or another benefits-eligible position, your coverage will resume at the same level as before your leave. The cost for this coverage will automatically be deducted again from your paycheck.

If you return to work in a benefits-ineligible position or do not return to work at the end of the approved leave, your Personal Accident insurance coverage will end.

Leave of Absence

If you are not Actively at Work due to an approved, unpaid leave of absence, you may continue your Personal Accident Insurance coverage at the same level as before your leave, up to 12 months.

If you decide to continue your Personal Accident Insurance coverage while on a leave of absence, you will be billed for the cost of coverage on a monthly basis. If you return to work in the same position or another benefits-eligible position, the cost for your Personal Accident Insurance coverage will automatically be deducted again from your paycheck.

If you decide not to continue your Personal Accident Insurance coverage while on leave, your coverage will end. When you return to work in the same or another benefits-eligible position, your coverage will resume at the same level as before your leave. The cost for this coverage will automatically be deducted again from your paycheck.

If you return to work in a benefits-ineligible position or do not return to work at the end of the approved leave of absence, your Personal Accident Insurance coverage will end.

Long-Term Disability

For the duration of the long-term disability leave, you may continue the Personal Accident Insurance coverage at the same level as before your leave. You will be billed directly for the coverage on a monthly basis. If you fail to pay, you may jeopardize your coverage. While you are on disability leave, you can decrease but not increase your Personal Accident Insurance coverage.

If you return to work in the same or another benefits-eligible position, your coverage will automatically continue and the cost for the Personal Accident Insurance coverage will be deducted again from your paycheck.

If you return to work in a benefits-ineligible position, or do not return to work at the end of the leave, your Personal Accident Insurance coverage will end.

Military Leave of Absence

When you are on an approved Military leave, benefits under the Personal Accident and Business Travel Accident Insurance policies cease.

If you return to work in the same or another benefits-eligible position, your coverage will automatically continue and the cost for the Personal Accident Insurance coverage will be deducted again from your paycheck.

How Personal Accident Insurance Works

Your Options

Employee Coverage

You can elect to cover only yourself for a minimum of \$20,000 to a maximum of \$500,000 in increments of \$10,000.

Family Coverage

You can elect to cover yourself, spouse or Domestic Partner, and your Dependent Children for a minimum of \$20,000 to a maximum of \$500,000 in increments of \$10,000, subject to the limits outlined on the next page.

Principal Sum

The amount of coverage you choose is called the **Principal Sum**. If a covered person is involved in an accident that results in death or serious injury within one year of the accident, Personal Accident Insurance provides a benefit, based on your Principal Sum. If you or another covered person suffers multiple injuries as the result of any one accident, the benefit paid will not be more than the Principal Sum.

A **serious injury or loss** means:

- All four fingers are cut off at or above the knuckles joining each to the hand.
- All of the foot is cut off at or above the ankle joint.
- The thumb and index finger on the same hand are severed through or above the joint closest to the wrist.
- One of the eyes is totally blind and no sight can be restored in that eye.
- Total and irrecoverable loss of speech or hearing in both ears.

Additional Benefits

In addition to the above, limited coverage is provided for the following serious injury or loss:

Coma Benefit

- Benefit will be payable if the insured (employee or dependent) is in a Coma as a result of an accidental bodily injury.
- The benefit will be paid at 1% of the Principal Sum per month for a maximum of 100 months.
- The waiting period for the Coma Benefits is 31 days from the date the insured dependent becomes Comatose.
- Benefit payments received will reduce the total PAI benefit payable to the Beneficiary.

HIV

- Benefits will be payable if the insured (employee or dependent) suffers an accidental bodily injury during the performance of normal work duties which causes him or her to acquire and test positive within one year of such injury for Human Immunodeficiency Virus (HIV) and/or AIDS and related complex (ARC).
- The insured must submit a workers' compensation injury report to his/her supervisor within 48 hours of the accident.
- The insured must submit a blood test for HIV and ARC within 48 hours of the accident.
- The benefit payable is 20% of the Principal Sum.

The chart below illustrates the Principal Sum payable based on the coverage you choose.

Coverage	Percentage of Principal Sum
Employee	100%
Family	

- Spouse or Domestic Partner only 60%
- Child(ren) only 20% for each child*
- Spouse or Domestic Partner **and** child(ren) 50% for your spouse or Domestic Partner plus 15% for each child*

* Maximum benefit for a covered child is \$50,000. The percentage shown is for each child, no matter how many children you may have.

Here are some examples of the coverage provided under Personal Accident Insurance.

For Example

Jane has \$50,000 of Personal Accident Insurance. She has chosen employee only coverage. If she is seriously injured and loses her sight in one eye, she would be covered for \$50,000.

Employee

Principal Sum	\$50,000
Coverage for loss	<u>x 100%</u>
Benefit	\$50,000

John has \$100,000 of Personal Accident Insurance for his family. Because they do not have any children, his wife is covered for \$60,000 if she dies in an accident.

Spouse Only

Principal Sum	\$100,000
Coverage for loss	<u>x 60%</u>
Benefit	\$60,000

Lisa has \$200,000 of Personal Accident Insurance for her family. If one of her dependents has a serious injury (such as losing an arm or leg), her husband would be covered for \$100,000 and her children would each be covered for \$30,000.

Spouse

Principal Sum	\$200,000
Coverage for loss	<u>x 50%</u>
Benefit	\$100,000

Children

Principal Sum	\$200,000
Coverage for loss	<u>x 15%</u>
Benefit	\$30,000

Additional Benefits Under Family Coverage

If you enroll in family coverage, you will also get these added benefits.

- **Common Disaster Benefit**

If you and your spouse or Domestic Partner dies as a result of the same accident, or within 90 days of the accident, your spouse/Domestic Partner's coverage is 100% of the Principal Sum. For example, if you have \$100,000 in coverage and you both die within 90 days as a result of the same accident, the insurance company would pay your beneficiaries \$100,000 for your life and \$100,000 for your spouse/Domestic Partner's life.

- **Survivor Benefit**

If the Principal Sum is paid because the insured or the insured's spouse or Domestic Partner

die as a result of an accident, the insurance company will pay an *additional benefit* equal to 1% of the Principal Sum each month for six months. The benefit would be paid in the following order to:

- o the insured or the insured’s spouse or Domestic Partner; if living, or,
- o the insured’s Dependent Children, if any, in equal shares

After Age 70

The Principal Sum remains the same until you, your covered spouse or Domestic Partner, reach age 70. Then it is reduced as shown in the table below. Reduction takes effect at the end of the year in which the covered person reaches this age. Although benefits are reduced, your cost remains the same.

At Age	Coverage Is Reduced to	Benefit Amount
Under 70	100%	\$100,000
70	65%	\$65,000
75	45%	\$45,000
80	30%	\$30,000
85	15%	\$15,000

What Is Covered

Subject to the specific Personal Accident Insurance policy provisions, in general, Personal Accident Insurance protects you and your covered family members for death or serious injury that has resulted from any accident that occurs.

What Is Not Covered

Personal Accident Insurance does **not** cover a loss that is caused by:

- Intentionally self-inflicted injuries or sickness.
- Suicide or injuries resulting from attempted suicide.
- Generally, injuries suffered during a war or act of war, declared or undeclared.
- Injuries or death while on active duty in the armed forces of any country or international authority.
- Sickness, disease, pregnancy, childbirth, miscarriage, bodily infirmity or bacterial infection other than an infection from an accidental cut or wound.
- Death or injuries caused by travel in any aircraft when:
 - o It is used for test or experimental purposes.
 - o You are operating it, learning to operate it or serving as a crewmember.
 - o It is owned or leased by (or on behalf of) the University.
 - o It is being operated by or under the direction of the military.
- Active participation in a riot.
- Voluntary use of any controlled substance.
- Voluntary ingestion of alcohol which raises the presumption of driving under the influence.

Participating in Business Travel Accident Insurance

Eligibility

You are eligible for Business Travel Accident Insurance if:

- You are a Benefits-eligible Employee of the University.
- You are an employee of the University of Chicago Medical Center serving as a helicopter or ground ambulance Crew Member.
- You are a member of an organ retrieval team.

Enrolling

You are automatically enrolled on your first day of work. There are no forms to fill out.

Naming a Beneficiary

Your Beneficiary(ies) under Business Travel Accident Insurance is the same as those you name under the University's Group Life Insurance Plan. If you have compelling reasons for naming a different Beneficiary(ies), please contact the Benefits Office.

If no Beneficiary(ies) are designated under either plan, benefits are payable to the first surviving relative in the following order:

- Spouse, otherwise;
- Children, in equal shares, otherwise;
- Parents in equal shares or the surviving parent, otherwise;
- Surviving brothers or sisters in equal shares or the survivors of them, otherwise;
- The estate.

Cost of Coverage

The University pays the full cost.

When Coverage Begins

Your coverage automatically begins when you leave your home or office to start a business trip. It does not cover your commute to and from work.

When Coverage Ends

Your coverage ends when:

- You stop working for the University.
- You are no longer benefits-eligible.
- You return to your home or office from a business trip, whichever occurs first.
- You die.
- The plan ends.

How Business Travel Accident Insurance Works

Traveling on University Business

If you are seriously injured or die as a result of an accident while traveling on University business away from campus on behalf of the University, you or your Beneficiary will receive a benefit.

Business travel includes any trip the University requests you make or consents to, including travel:

- During a leave of absence to engage in study and research authorized by the University. However, coverage is limited to the actual travel to and return from the location of the study and research.
- To a professional or technical conference.
- To seminars or meetings.

It does **not** include commuting to work, vacations, sick leave or anytime you engage in activities that are not part of your normal duties.

Benefit Amounts

Under Business Travel Accident Insurance (BTAI), the amount of your coverage is generally five times your annual Salary, with a minimum of \$50,000 and a maximum of \$500,000. However, if several employees are injured or die in the same covered accident and the accident results in claims to the University's insurer that exceed \$5,000,000, each person's benefit will be reduced proportionately to the aggregate \$5,000,000 total.

The amount of coverage you have is called the **Principal Sum**. If you are involved in an accident while on University business, the plan provides a benefit, based on your Principal Sum and the injury involved as shown in the table on the next page. If you suffer multiple losses as the result of one accident, the insurer will pay only the single largest benefit amount applicable to the losses suffered.

The benefit amounts and Principal Sum are different for crewmembers and members of the organ transplant teams. Contact the Benefits Office for more information.

If You Lose	Then
Your life	Your Beneficiary receives 100% of the Principal Sum
Both hands, both feet or sight in both eyes or a combination of a hand, a foot or sight of one eye.	You receive 100% of the Principal Sum
One hand or one foot Sight in one eye Speech or hearing	You receive 50% of the Principal Sum
Thumb and index finger on the same hand	You receive 25% of the Principal Sum

What Is Covered

Business Travel Accident Insurance covers accidents resulting from a sudden, unforeseen and unexpected event happening by chance which is the direct source of a loss and is independent of disease or illness.

A **serious injury, loss, or loss of use** means:

- The hand is completely severed through or above the knuckle joint of at least four (4) fingers on the same hand or at least three (3) fingers and the thumb on the same hand (even if fingers and/or thumb are later reattached).
- The thumb and index finger are completely severed through or above the knuckle joints of thumb and index finger of same hand (even if one or both are later reattached).
- The foot is completely severed at or above the ankle joint (even if later reattached).
- Permanent and irrecoverable loss of the capability of speech without the aid of mechanical devices.
- Permanent and irrecoverable loss of hearing in both ears
- Permanent loss of sight in an eye. Remaining vision must be no better than 20/200, using corrective aid or device.

Loss of use means the permanent and total inability of the specified body part to function, and includes:

- The arm at or above the elbow joint.
- The foot at or above the ankle joint.
- The hand above the knuckle joints of at least four fingers on the same hand or at least three fingers and the thumb on the same hand.
- The leg above the knee joint.

Additional Benefits

Additional coverage pertaining to the following losses are provided:

Coma or Comatose

If an accidental bodily injury causes the insured person to lapse into a **Coma** occurring within 90 days of an accident; and remain in a Coma during the 365 day elimination period then Coma benefits are payable. The Coma benefit amount is one percent of the Loss of Life Benefit Amount. Coma benefits received would reduce BTAI death benefit.

Paralysis

If accidental bodily injury causes the insured person's **Paralysis** within 12 months of the accident, after the elimination period of 365 days, a Paralysis Benefit Amount will be paid. The Paralysis Benefit Amount is a percentage of the Insured Person's Loss of Life Benefit Amount. A 100% Paralysis Benefit will apply to Paralysis of both arms and both legs; a 75% Benefit will apply to both legs; a 50% Benefit will apply to any two of an arm or a leg; and a 25% Benefit will apply to one arm or leg.

Seat Belt Use

The Plan will pay an additional 10% of the benefit amount, up to a maximum of \$50,000, if death occurs while driving/riding in a private passenger automobile and utilizing a seat belt.

Psychological Therapy

The Plan will pay reasonable and customary charges up to 1% of the BTAI death benefit for up to two years for treatment or counseling needed as a result of a covered injury.

Rehabilitation/Retraining

The Plan will pay reasonable and customary charges up to 1% of the BTAI death benefit for up to two years from the date of injury for Rehabilitation/Retraining treatment that is intended to retrain the insured for work in any gainful occupation.

Medical Evacuation

The Plan will pay up to \$100,000 for treatment and Medical Evacuation costs required as a result of injury, illness or disease incurred during the trip.

Evacuation must be ordered by a physician and approved by the Assistance Services Administrator.

What Is Not Covered

Business Travel Accident Insurance does **not** cover:

- Suicide.
- Sickness or disease.
- Accidents occurring while participating in military action in the Armed Forces of any country or established international authority for more than 60 consecutive days.
- Declared or undeclared war, or acts of war in the United States or Canada.
- Flying as a pilot or crewmember of any aircraft.
- Commuting travel.
- Injury caused by being under the influence of a controlled substance as defined by federal or state law unless administered on the advice of a physician.
- Corporate owned or leased aircraft travel except as provided by the Policy.

Business Trip Notification

The Business Travel Accident Insurance policy requires that prior notification of travel to certain countries be made. These countries are subject to change based on world events. Failure to notify the University prior to travel to “at risk” countries may result in no coverage for injury or losses sustained.

Please contact the University’s Benefits Office to obtain information about business travel to “at risk” countries.

Receiving Benefits

How and When Benefits Are Paid

Death benefits are paid to the Beneficiary. Benefits for serious injuries are paid to you. You or your Beneficiary will receive your Accident Insurance and/or Business Travel Accident Insurance benefits after your claim is approved.

Filing a Claim

For all claims except those involving disability, written proof of loss must be given to the insurer within 90 days of the loss or as soon as reasonably possible. For claims involving disability, proof of loss must be furnished within 30 days or as soon as is reasonably possible. The Benefits Office will supply the necessary information and forms for filing a claim with the insurance company.

If written proof is submitted more than one year after it was originally due, the insurance company will not pay benefits, unless you or your Beneficiary were incapable of submitting the information earlier.

The insurance company has the right to examine the insured person or to make an autopsy in case of death, where not forbidden by law. The cost for such examination or autopsy shall be at the expense of the insurance company.

If Your Claim Is Denied

If all or part of your claim is denied, you are entitled to a written explanation, and you can request to have your claim reviewed and reconsidered. The written explanation of the denial will be provided by the insurance company and it will state:

- Specific reasons for the denial.
- Specific references to the plan provisions on which the denial is based.
- A description of any additional information they need and why.
- The steps you can take to ask for a review of the decision.

This notice will be sent within 90 days of the date you filed your application. However, in special circumstances, the insurance company may need more time (up to another 30 to 60 days) to process your application. If an extension is needed, you will be notified of the reasons for the delay and the date you can expect to receive a decision about your claim.

If you wish to review or appeal a denied claim, you can take the following steps.

- Send a written request asking the plan administrator to review your application. The request should be sent within 180 days after you receive the denial notice (or you assume your application was denied).
- Include additional documentation, comments and reasons why you think your application should not have been denied.
- Request copies of the legal plan document and other documents concerning your application for your review.

The insurance company will make a final decision according to plan provisions. Normally, you will receive a written reply of the final decision, including specific references to the provision on which it is based, within 60 days. If more time is needed (up to another 65 days), you will be notified of the reasons for the delay and the date you can expect to receive a decision about your claim. If, after the final review, your claim is still denied, you may file suit in a federal or state court.

The insurance company will comply with shorter time limits if required by the state in which the policy was issued.

Administrative Information

Assignment of Benefits

You may assign your accident insurance benefits provided under the Personal Accident Insurance Plan by sending written notification to the insurance company. When the assignment is recorded, it will take effect on the date it was signed as long as the insurance company receives the notice before the benefit is paid or any other action is taken. The insurance company is not responsible for whether any assignment is valid.

Your ERISA Rights

As a participant in Personal Accident Insurance and Business Travel Accident Insurance, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Receive Information About the Plan and Its Benefits

- Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the plan's decision or lack thereof concerning

the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, 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.

Discretionary Authority

As the Claims Administrator, the insurance company has discretionary authority to grant or deny benefits under the contract and plan. Benefits under the contract and plan will be paid only if the insurance company decides in its discretion that you, the applicant, are entitled to them. The decision of the insurance company shall not be overturned unless determined by a court of law to be arbitrary and capricious.

Service of Legal Process

Service of legal process on any administrative matter should be directed to the Plan Administrator.

Plan Amendment and Termination

The University has reserved the right, in its sole discretion under circumstances that it deems advisable (including, but not limited to, a need to address cost or plan design considerations), to terminate the Plan or to amend or eliminate benefits. In the event of termination or amendment or elimination of benefits, the rights and obligations of participants prior to the date of such event shall remain in effect, and changes shall be prospective, except to the extent that the University's action and applicable law permit otherwise.

Other Plan Information

You will need this information for future reference or if you have any questions about your benefits.

Plan Name	The University of Chicago Personal Accident Insurance and Business Travel Accident Insurance Plan	
Plan Funding and Administration	Through premiums paid by employees. The University has an insured contract with UNUM.	Through premiums paid by the University. The University has an insured contract with Chubb.
Employer, Plan Sponsor and Administrator	The University of Chicago Benefits Office 956 East 58th Street Chicago, IL 60637 773-702-9634	
Agents for Service of Legal Process	For the University: The University of Chicago Benefits Office 956 East 58th Street Chicago, IL 60637 773-702-9634	
	For the Insurance Company (Personal Travel Accident)	For the Insurance Company (Business Travel Accident)
	UNUM Life Insurance Company of America 2211 Congress Street Portland, ME 04122	Chubb Group of Insurance Companies 15 Mountain View Road Warren, NJ 07061-1615
Plan Year	January 1 to December 31 for fiscal record purposes	
Type of Plan	Welfare (accident insurance)	
Employer Identification Number	36-2177139	
Plan Number	515	

Glossary

Actively at Work	Performing for wages that are regularly paid by the University, the material and substantial duties of your occupation at the usual place of work or at any alternate place of work required by the University.
Beneficiary	The person (or institution) you select to receive your benefits when you die.
Benefits-eligible Employee	<p>Generally, you are benefits-eligible if you are:</p> <ul style="list-style-type: none"> • Full-time: your position is anticipated to exist for one year or longer and you are scheduled to work at least 35 hours per week. • Part-time: your position is anticipated to exist for one year or longer and you are scheduled to work 20 - 35 hours per week. <p>You are not benefits-eligible if you are scheduled to work fewer than 20 hours per week or if your position is expected to exist less than one year.</p>
Coma or Comatose	A profound state of complete and total unconsciousness, based on the Glasgow Coma Scale. Such Coma must begin within 31 days of the date of the accident.
Conversion Period	The 31 days during which you can apply to convert your personal accident insurance policy from the University to an individual policy.
Crew Member	The medical staff and employees of the University of Chicago Medical Center with no on-board duties directly related to piloting, operating or navigating the aircraft/vehicle. It is understood and agreed that staff may provide medical care and treatment for the patient passengers or fly/ride as passengers.
Dependent Children	Includes natural, step- and legally adopted children and children of your Domestic Partner. Coverage begins from the time they are 14 days old until their 19th birthday. It may continue up to their 25th birthday if they are unmarried, full-time students who rely on you for more than half of their living expenses.
Domestic Partner	Two individuals of the same gender who live together in a long-term relationship of indefinite duration, with an exclusive mutual commitment in which the partners agree to be jointly responsible for each other's common welfare and share financial obligations. The partners may not be related by blood to a degree that would prohibit legal marriage in the state in which they legally reside and may not be married to any other person. Your Domestic Partner must be registered with the Benefits Office.
Medical Evacuation	Medical Evacuation means the emergency transportation of the Insured Person from the location where the Insured Person is injured or becomes ill to the nearest hospital where appropriate medical treatment can be obtained. Medical Evacuation also means the transfer of the Insured Person, from the local hospital where the emergency medical care is initially given to the Insured Person's country of domicile or to the Insured Person's residence to obtain further medical treatment or to recover.
Paralysis	Paralysis means the complete and irreversible loss of all motion and all practical use of an arm or leg, as determined by a Physician.
Principal Sum	The amount of coverage. Your benefit will never be more than this amount.
Psychological Therapy	Psychological Therapy means the reasonable and customary charges for treatment of counseling by a therapist or counselor, who is licensed, registered, or certified to provide such treatment, whether on an out-patient basis or while a patient at a medical facility licensed to provide such treatment.

Rehabilitation/Retraining	Means the reasonable and customary charges for treatment by a therapist licensed, registered, or certified to provide such treatment; or confinement in an institution, which is licensed to provide such treatment, where the treatment is intended to retrain the Insured Person for work in any gainful occupation, including the Insured Person's regular occupation. The Rehabilitation/Retraining must take place under the direction of a certified vocational rehabilitation specialist.
Salary	Basic University monthly wages including administrative supplements and clinical term allowances. Overtime pay, bonuses and other types of extra compensation are not included.

A Final Note

This summary is written in everyday language and provides a general summary and serves as your summary plan description. We have tried to make it as complete and accurate as possible. If there are any discrepancies between this summary and the formal plan documents, such as the certificate of insurance, those documents will determine how the plan works and the benefits that are paid. The University has the authority to interpret the terms of the plan and to address questions arising under the plan and may delegate some or all of this authority to other entities, such as insurance companies or claims payors. The Personal Accident and Business Travel Accident insurance companies make determinations of benefits under their certificates of insurance.

Participating in this plan does not guarantee employment.