

University of Chicago

Long-Term Disability

Summary Plan Description

Table of Contents

Your LTD Benefits	3
Participating in LTD	3
Eligibility	3
Mandatory Coverage Rules	3
Cost of Coverage	4
Changing Your Coverage	4
Waiving Coverage	4
LTD Coverage During a Leave	4
Short-Term Disability	4
Family and Medical Leave	4
Leave of Absence	4
Military Leave of Absence	5
When Coverage Ends	5
Converting to an Individual Policy if LTD Coverage Ends	5
How LTD Works	6
Your Options	6
Normal Occupation	7
Continuation of University Benefits while on LTD	7
Receiving LTD Benefits	8
Applying for Benefits	8
Claim Determination and Notification	8
When Benefits Are Paid	9
Overpayment of Benefits	9
When Benefits are not Payable	9
When LTD Benefits End	10
If You Recover	10
Re-Employment at the University	10
If You Have a Recurring Disability	10
Maximum Duration of Benefits	11
If You Die	11
Administrative Information	12
Assignment of Benefits	12
If Your Claim is Denied	12
Asking for a Review (Appeal of an Adverse Benefit Determination)	12
Your ERISA Rights	13
Receive Information About the Plan and Benefits	13
Prudent Actions by Plan Fiduciaries	13
Enforce Your Rights	13
Assistance with Your Questions	14
Discretionary Authority	14
Service of Legal Process	14
Plan Amendment and Termination	14
Collective Bargaining	14
Other Plan Information	15
Glossary	16
A Final Note	17

Your LTD Benefits

The University of Chicago's Long-Term Disability Plan (the LTD Plan) provides you with income when you are disabled and cannot work for more than three months due to sickness, bodily injury or pregnancy, whether or not the disability is related to your job at the University. You can choose from the Base Plan or the Optional LTD Plan. Benefits under the LTD Plan begin after you have completed three months of continuous disability.

Please review this summary for important details on plan limits and features. The capitalized terms in the SPD have special meaning. Please refer to the [Glossary](#) for the definition of those capitalized terms.

If you have questions about your LTD benefits, send an e-mail to benefits@uchicago.edu.

Participating in LTD

Eligibility

Benefits-Eligible Employees are eligible for coverage under the LTD Plan.

Subject to the mandatory coverage provisions below, you become covered under the LTD Plan as follows:

- Within the first 31 days of your employment as a Benefits-Eligible Employee, you may elect coverage under the Base or the Optional LTD Plan by completing and submitting an enrollment form to the Benefits Office. No statement of health is required for either coverage. Your coverage will go into effect automatically after you have worked as a Benefits-Eligible Employee for three months. **EXCEPTION:** If you are a Benefits-Eligible Employee (other than one who is a member of Local 743 or is classified as a confidential clerical employee), and become a participant in either the Contributory Retirement Plan ("CRP") or the Retirement Income Plan for Employees ("ERIP") before completing three months of employment, your coverage under the LTD Plan will begin on the same date as your participation effective date under CRP or ERIP.
- If you apply for coverage under the Base or Optional LTD Plan after the 31-day window period, you must complete and submit an enrollment form to the Benefits Office, along with the insurance company's statement of health form, both of which are available from the Benefits Office, or online at: <http://hr.uchicago.edu>. Coverage is not automatic – the insurance company must approve your application for coverage. If the coverage is approved, the coverage goes into effect as of the date stated by the insurance company in its approval letter.

In both cases you must be Actively at Work on the date coverage begins. If you are not Actively at Work on that date, coverage will begin once you are Actively at Work as determined by the insurance contract.

Mandatory Coverage Rules

If you do not complete a form to elect coverage under the Base or Optional LTD Plan, you will automatically be covered under the Base LTD Plan as a condition of employment as of:

- Your required participation date in CRP or ERIP.
- The date you have completed 90 days of continuous employment if you are a Benefits-Eligible Employee who is a member of Local 743 or is otherwise classified as a confidential clerical employee.

Cost of Coverage

You and the University share the cost of coverage. How much your coverage costs depends on your Salary and whether you elect the Base or Optional LTD Plan. For full-time Benefits-Eligible Employees, the University pays the premium on the first \$14,000 of your Salary. For part-time Benefits-Eligible Employees, the University pays the premium on the first \$7,000 of Salary. You pay the portion of the premium on your remaining Salary through an after-tax payroll deduction.

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

Changing Your Coverage

You can increase or decrease coverage any time during the year.

- If you **change from the Optional LTD Plan to the Base LTD Plan**, the change in coverage will take effect the first day of the month after the University receives your request for the decrease in coverage.
- If you **want to increase coverage from the Base LTD Plan to the Optional LTD Plan** you must show proof of insurability through completion of the insurance company's statement of health form. The increased coverage will not take effect unless it is approved by the insurance company. If approved, the increased coverage will take effect as of the insurance company's approval date.

You must be Actively at Work on the date that the increased coverage is to take effect. If you are not Actively at Work on that date, the increase in coverage will take effect on the date after you have completed five full consecutive days of active work.

Waiving Coverage

If you are age 65 or older, you may waive your LTD coverage. If you waive coverage, you are not eligible for LTD benefits, and you cannot re-enroll at a future time.

LTD Coverage During a Leave

Short-Term Disability

If you are a non-academic employee and are not Actively at Work due to an approved short-term disability leave, your coverage under the LTD Plan will remain as it was prior to your leave. The cost for the coverage will be deducted from your short-term disability check. Upon your return to work, the cost for your coverage will be deducted again from your regular paycheck.

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) and are not on short-term disability, you may continue your LTD coverage as it was prior to your leave. You will be billed on a monthly basis for this coverage. Upon your return to work, the cost for the LTD coverage will be deducted again from your paycheck.

If you are not Actively at Work due to an approved leave under FMLA, but are receiving a paycheck under short-term disability, accrued sick leave or vacation time, the cost of LTD coverage will be deducted from those paychecks.

Leave of Absence

If you are not Actively at Work due to an approved, unpaid leave of absence, you may continue your LTD coverage as it was prior to your leave.

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

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

Military Leave of Absence

If you are in the Reserves and are called up for active military duty, you may continue your LTD coverage at the same level as before your leave, for up to twenty-four (24) months. You will be billed for insurance coverage on a monthly basis. If you fail to pay the premiums, you may jeopardize your coverage as provided by law.

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

If you return to work in a benefits-ineligible position or if you do not return to work at the end of the military leave of absence, your LTD coverage will end.

When Coverage Ends

Your LTD coverage ends on the date when:

- You are no longer treated as employed by the University (see Converting).
- You are no longer a Benefits-Eligible Employee.
- You reach age 65 and [waive coverage](#).
- You stop paying direct billed premiums (see "[Leave of Absence](#)")
- You die.
- The plan ends.

Converting to an Individual Policy if LTD Coverage Ends

You may convert your LTD coverage to an individual policy if you have been covered for 12 continuous months immediately preceding the date your coverage ends and coverage is ending because your employment at the University ended. You may convert to an individual policy up to the existing election. You must apply for an individual policy within 31 days after your coverage ends.

Contact the Benefits Office or UNUM Insurance Company immediately if you want to convert to an individual policy. Conversion forms are available on the UNUM website at: <http://unumprovident.com/>. You must complete and return the conversion form within 31 days of the date coverage ends.

How LTD Works

Your Options

You have two options for LTD coverage:

- Base Plan
- Optional Plan

The table below compares the LTD coverage under each option.

Coverage	Base Plan	Optional Plan
Amount of Benefit	60% of your pre-disability Salary, less any benefits from other sources, up to \$10,000 per month.	Same as the Base Plan up to \$20,000 per month.
Minimum Benefit	No less than 10% of your monthly benefit before deductions for benefits from other sources or \$100, whichever is greater.	Same as the Base Plan.
Partial Disability Benefits	Available only if you are first Totally Disabled and subsequently return to work, but unable to earn more than 80% of your Salary. Your partial disability payment is determined by the insurance contract.	If you are unable to earn more than 80% of your Salary due to disability, you may work part-time for three months to satisfy the three-month waiting period. You may then go on partial disability as of the first day of the month following the three-month period working part-time. Your partial disability payment is determined by the insurance contract.
You Are Considered Disabled If	<p>For the first 27 months of your disability: You are unable to perform your Normal Occupation at the University.</p> <p>After the first 27 months: You are unable to do any paying job based on your education, training and experience.</p> <p>See complete definition of “Normal Occupation” following this chart.</p>	<p>You are unable to perform your Normal Occupation at the University (regardless of whether or not you can do any other paying job).</p> <p>See complete definition of “Normal Occupation” following this chart.</p>
Inflation Protection	None	As a cost of living adjustment, benefit payments are increased 5% a year, compounded annually. For example, if you receive a monthly benefit of \$1,500 in the first year of disability, it would increase to \$1,575 the second year, and to \$1,653.75 the third year.
Survivor Benefit	Pays a benefit to your Surviving Dependents if you die after receiving LTD benefits for at least six months.	Same as the Base Plan.
Waiver of Premium	Life insurance premiums are waived for life insurance coverage in effect prior to the approval of LTD benefits, if you are Totally Disabled before age 60 and disability is continuous for six months or longer. Eligibility for Waiver of Premium is determined by the life insurance contract.	Same as the Base Plan.

Normal Occupation

The following is an explanation of Normal Occupation.

- If you are a physician, your Normal Occupation is the general or sub-specialty in which you are practicing for which there a specialty or sub-specialty is recognized by the American Board of Medical Specialties (ABMS). If the sub-specialty in which you are practicing is not recognized by the ABMS, you will be considered practicing in the general specialty category.
- If you are any other eligible employee, your Normal Occupation includes only the essential functions of your occupation that are usually performed for the same type of occupation and that cannot be reasonably omitted or modified considering the normal physical, educational and skill requirements that are needed by the persons who are working in the same occupation.

Continuation of University Benefits while on LTD

Even though you are not Actively at Work because you are disabled under the LTD Plan, the University still treats you as an active employee for certain benefit purposes.

Health and Dental. You may continue any health or dental coverage you had immediately before your disability.

During the annual Open Enrollment period, you can switch your health and dental plans and/or add eligible family members to your medical and/or dental coverage.

Life Insurance. You may continue the life insurance coverage you had immediately before your disability, subject to rate changes. You may not increase coverage while on LTD, but you may decrease it at any time. NOTE: Effective September 1, 1999, if you become Totally Disabled before age 60 (within the meaning of the life insurance contract) and are continuously disabled for six months, you may continue your life insurance coverage without having to pay the premium.

Personal Accident Insurance. You may continue the personal accident insurance coverage you had immediately before your disability, subject to rate changes. You may not increase coverage while on long-term disability, but you may decrease it at any time.

Direct billing of premiums for benefits. Since you do not receive a paycheck while you are on LTD, you will be billed directly for your coverage of any health, dental, life or personal accident insurance. You do not pay a premium for LTD coverage once you are receiving benefits under the LTD Plan. Failure to pay your premiums as set forth by the University can result in termination of your coverage.

Participation in CRP or ERIP continues while on LTD. If you were a participant in CRP or ERIP at the time you became disabled and begin receiving benefits under the LTD Plan, the University will fund your contribution as well as continue to fund the required University contribution.

Education Assistance Benefits. If you are approved for benefits under the LTD Plan, the education benefits to which you were entitled at the onset of your disability will continue with one exception: non-academic employees are not eligible for employee tuition at the University or at any other academic institution.

Flexible Spending Accounts and the Supplemental Retirement Program. While on LTD, you cannot make pre-tax contributions to a Flexible Spending Account or to your account under the Supplemental Retirement Program because you are not being paid a Salary by the University. Please refer to the summary plan description for Flexible Spending Accounts to find out how your flexible spending account works while on long-term disability.

NOTE: If you are receiving benefits under the LTD Plan and become gainfully employed in another position outside the University, your inactive employment status will be terminated and you will no longer be eligible to continue any University benefit, except as required by applicable law.

For more information regarding University benefits while on partial disability, contact the Benefits Office.

Receiving LTD Benefits

Applying for Benefits

The insurance company determines whether you meet the disability definition and calculates the amount of the disability income payment in accordance with the terms of the insurance contract. If you are unable to work and expect your disability to last more than three months, contact the Benefits Office for an LTD application. You must apply for benefits under the LTD Plan within 12 months after the date you are unable to work on account of your disability.

There are three parts to the insurance company's application – the employee statement, the employer statement and the physician's statement. You are responsible for completing the employee statement and having your physician complete the medical portion of the application. The Benefits Office will complete the employer statement when it receives the rest of the application from you. The Benefits Office forwards the entire application to the insurance company. You should also apply for Social Security disability benefits at this time.

You may be asked to provide proof of your disability including:

- Statements from your doctor.
- Copies of test reports or exams.
- X-rays.
- Hospital records.

In some cases you will be required to give the insurance company authorization to obtain additional medical information and to provide non-medical information as part of your proof of claim or proof of continuing disability. The insurance company can deny your claim, or stop sending you payments, if the appropriate information is not submitted.

The insurance company makes the determination of whether you are disabled for purposes of receiving benefits under the LTD Plan. If the benefit is approved, benefits under the LTD Plan begin as of the first day of the month following the date you are unable to perform your job at the University for three months.

If you return to work after you have applied for benefits under the LTD Plan, but before the 3-month qualifying period has ended, and then stop working again within six months of the date of return to work due to the same disability, you do not need to start a new 3-month qualifying period. Instead, the insurance company will take into account the period of time you were not at work due to the disability before you returned to work for purposes of satisfying the 3-month qualifying period.

Claim Determination and Notification

The insurance company has the right to have you examined at its own expense to verify your claim. You may also be asked to provide proof that you have applied for all benefits from other sources.

The insurance company will notify you of a determination on your initial application for benefits within a reasonable period of time, but not later than 45 days after receipt of your request. The initial 45 days period may be extended for up to 30 to 60 additional days. The insurance company will notify you of such delay prior to the expiration of the initial 45-day or the additional 30-day period.

When additional time is needed to make a determination, the insurance company will inform you of the circumstances requiring an extension, the standards on which an entitlement to benefits is based, the unresolved issues or additional information that is needed and the date by which a decision can be expected. If, in the notice of delay, the insurance company requests additional information from you to make a determination, you will have at least 45 days within which to provide the specified information. In such case, the 30-day extension period(s) for determination will begin on the date the insurance company receives your response.

For more information about claim denials and appeals, see the “[Administrative Information](#)” section of this summary.

When Benefits Are Paid

If the insurance company approves the application for LTD benefits, you receive your benefits as of the first day of the month following three months of disability.

The insurance company determines the amount of your benefit. The stated disability income payment is 60% of your pre-disability Salary, but that amount will be reduced by income you receive from other sources as set forth in the insurance contract, such as:

- Social Security Disability Income – The insurance company may assist you in applying or appealing a denied application for Social Security disability benefits. Receiving Social Security benefits may enable you to receive Medicare after 24 months of disability payments, protect your retirement benefits and enable your family to be eligible for Social Security benefits.
- Workers’ Compensation Benefits
- Wages from employers in excess of the amounts stated in the insurance contract.
- Salary continuation or accumulated sick leave or short-term disability payments.

Overpayment of Benefits

A claim overpayment can occur when you receive from other income sources such as Social Security. An overpayment may also occur due to a benefit calculation error or due to fraud.

The overpayment is a benefit paid in excess of the benefit amount that should have been paid under the LTD Plan.

If an overpayment occurs, you must repay it. To collect the amount overpaid, the insurance company may:

- Require that you or your Surviving Dependents repay the amount in one payment.
- Withhold the amount from your future benefits.
- Take necessary legal action.

When Benefits are not Payable

The insurance company will deny an application for benefits under the LTD Plan if the disability is caused by:

- An intentionally self-inflicted injury or sickness.
- An injury or sickness that results from declared or undeclared war.

- A sickness, pregnancy or injury that starts or occurs before you are covered under the LTD Plan (“a pre-existing condition”), except if:
 - You are enrolled in CRP or ERIP; and you have been covered under the LTD Plan for the 12 months before the onset of a covered disability (nine months of coverage for staff employees not enrolled in ERIP); and you were covered under your prior employer’s LTD plan that provided benefits for five or more years; or
 - You are a member of IBT Local 743 and you have been covered for at least nine months before the onset of a covered disability; and you were covered under your prior employer’s LTD plan that provided benefits for five or more years.

When LTD Benefits End

If You Recover

If your doctor determines that you can return to work, you must provide the insurance company and the University with a copy of the doctor’s letter stating that you can return to work. Generally, LTD benefits end the first of the month following the date your doctor says you can return to work, subject to any transition to work program as determined by the group long term disability insurance certificate. The insurance company will attempt to prepare you for work to the fullest extent of your ability by providing vocational testing, job preparation, career counseling, retraining and workplace modification.

In order to make the transition back to work as easy as possible, your disability income benefit continues for a period of time allowed under any transition to work provision under the insurance contract, notwithstanding your return to active employment specifically:

- **Transition to Work:** If you earn money while you are disabled and that amount is more than 20% of your Pre-Disability Salary (including the annual increases), the plan will pay a full benefit (60% of your Pre-Disability Salary less any benefits from other sources) for 12 months, regardless of any other income you may earn in order to help you transition back to work. After 12 months, your benefit will be adjusted to account for any added income.

Re-Employment at the University

Under University policy, employees not Actively at Work and receiving benefits under the LTD Plan are placed on inactive employment status. Reinstatement to active employment status after having been placed on inactive employment status is at the discretion of the University and subject to applicable law.

An employee who seeks to return to active employment status after a long-term disability period may apply for University vacancies for which s/he believe himself or herself to be qualified. Such individuals may be required to furnish a physician’s release for duty. The University may require a fitness for duty evaluation at its expense.

If You Have a Recurring Disability

If you return to work and the insurance company determines you are disabled again from the same or a related cause within 12 months after the date your disability income payments ended, your LTD benefits will resume on the first day of the month after your disability recurs. The benefits payable will be the benefits as were in effect during the prior term of disability. Any disability which occurs 12 months from the date your prior claim ended will be treated as a new claim and will be subject to all of the policy provisions.

Maximum Duration of Benefits

The maximum duration for which benefits will be paid is shown in the chart below.

Age When Disability Starts	Maximum Duration of Benefits
60 and under	Age 65
61	48 months
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and over	12 months

If disability benefits began before age 61 and you continue to receive disability benefits until you reach age 65, will be deemed retired from the University and you may begin receiving your retirement benefits. You may also enroll in any retiree health plan offered by the University.

If your disability benefits begin after age 60, you will be deemed retired from the University on the first of the month after you receive your last disability benefit. You may also enroll in any retiree health plan offered by the University.

You should contact the Benefits Office at your retirement.

If You Die

If you die while receiving benefits under the LTD Plan and have been disabled for at least six months **before** your death, your surviving dependent(s) will receive a survivor benefit. The survivor benefit is three times your last monthly LTD benefit before benefits from other sources are subtracted.

Your surviving spouse or Domestic Partner receives the full survivor benefit. If you have no spouse or Domestic Partner when you die, the benefit will be paid equally to Surviving Dependent Children. The benefit is paid in one lump sum the next month following your death.

Administrative Information

Assignment of Benefits

You may not assign any insurance provided under this policy. If you do, any action will be void and of no effect.

If Your Claim is Denied

If all or part of your claim is denied, or if benefits are reduced or terminated, you are entitled to a written or electronic 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 45 days of the date you filed your claim for benefits. However, in special circumstances, the insurance company may need more time (up to another 30 days, with an additional 30-day extension) 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 90 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.

Asking for a Review (Appeal of an Adverse Benefit Determination)

If your application for benefits is denied, or if benefits are reduced or terminated, you may ask for a review within 180 days of receiving the adverse benefit determination. You or your duly authorized representative may request, free of charge, copies of all documents, records and other information relevant to the claim. You are encouraged to submit issues and comments to the insurance company. The insurance company will provide you with a written or electronic notification of our decision within a reasonable period of time (not more than 45 days of receipt of your request).

If the outcome of the insurance company's review still results in an adverse benefit determination, you will be informed of the specific reason(s) for the decision, the specific plan provisions on which such determination was made and your rights to receive, upon request and free of charge, copies of all documents, records and other information relevant to the claim.

If special circumstances require an extension on a request for review of an adverse benefit determination, the insurance company will notify you of the delay within 45 days of receipt of your request and will send a decision not more than 45 days after the date of the notice. The notice from the insurance company will indicate the circumstances requiring an extension and the date by which it expects to provide a determination.

If, in the notice of delay, additional information is requested from you to complete the review, you will have at least 45 days within which to provide the specified information. In such case, the 45-day period for the decision will begin on the date your response is received.

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

You cannot bring action or suit against the insurance company to recover payments unless it is more than 60 days since you provided proof of Long-Term Disability as required by the group policy. An action cannot be brought against the insurance company unless it is done within three years from the time when proof of Long-Term Disability is required by the group policy.

Your ERISA Rights

As a participant in the LTD Plan, 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 Benefits

For example, you can:

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

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 this 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. The medical, dental, life and personal accident insurance extended to employees approved for long-term disability benefits are subject to the claims administrator's or plan administrator's discretionary authority to grant or deny benefits under those plans or contracts.

Service of Legal Process

Service of legal process on any benefits matters 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 LTD 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.

Collective Bargaining

Certain provisions of the LTD Plan may be subject to collective bargaining agreements between the University of Chicago and certain unions.

If you are a member of a collective bargaining unit affected by these agreements, you can obtain a copy of the applicable bargaining unit agreement by writing to the plan administrator, or you may obtain it at the Office of Employee and Labor Relations.

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 Long-Term Disability Plan
Plan Funding and Administration	Through premiums paid by the University and employees. The University has an insured contract with UNUM Insurance Company of America.
Employer, Plan Sponsor & Administrator	The University of Chicago Benefits Office 956 East 58th Street Chicago, IL 60637 Email: benefits@uchicago.edu
Agent for Service of Legal Process	For the University: The University of Chicago Benefits Office 956 East 58th Street Chicago, IL 60637 For the insurance company: UNUM Insurance Company of America 2211 Congress Street Portland, ME 04122
Plan Year	January 1 to December 31 for fiscal record purposes
Type of Plan	Welfare (disability)
Employer Identification Number	36-2177139
Plan Number	509
Group Number	122228

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.
Any Job	Any paid occupation.
Beneficiary	The person (or institution) you select to receive your benefits when you die.
Benefits-Eligible Employee	Generally, you are Benefits-eligible if you are: 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. 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.
Conversion Period	The 31 days during which you can apply to convert your insurance policy from the University to an individual policy.
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.
Partially disabled	Working, but being unable due to sickness, bodily injury or pregnancy to earn more than 80% of your monthly wage base.
Salary	Basic University monthly wages including administrative supplements and clinical term allowances. Overtime pay, bonuses and other types of extra compensation are not included.
Surviving Dependents	Include your spouse, Domestic Partner, and naturally born children, adopted children or stepchildren. However, your children must be under age 25 to receive a benefit.
Totally Disabled	Being completely unable to perform the material and substantial duties of a job due to sickness, bodily injury or pregnancy.
Waiver of Premium	Life insurance premiums are waived for life insurance coverage in effect prior to the approval of LTD benefits, if Totally Disabled before age 60 and disability is continuous for six months or longer. Eligibility for Waiver of Premium is determined by the life insurance contract.

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 plan administrator 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 insurance company makes determinations of benefits under its certificate of insurance.

Participating in this plan does not guarantee employment.