

University of Chicago

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.

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 a Principal Sum up to \$150,000, or five times salary subject to a maximum of \$500,000 for University employees employed in the U.S. but working in foreign countries. Your participation automatically begins on your first day of work. The University pays the full cost.

This documents contain important details on plan limits and features but is not fully representative of all policy term and conditions.

To report an injury under the BTAI please email: risk@uchicago.edu

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), generally, you are covered for a Principal Sum up to \$150,000, or five times salary subject to a maximum of \$500,000 for University employees employed in the U.S. but working in foreign countries. 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 Office of Risk Management for more information.

Accidental:	Then:
Loss of Life	Your Beneficiary receives 100% of the Principal Sum
Both Hands or Both Feet or Sight of Both Eyes	You receive 100% of the Principal Sum
One Hand and One Foot	You receive 100% of the Principal Sum
One Hand or One Foot and Sight of One Eye	You receive 100% of the Principal Sum
Speech and Hearing in Both Ears	You receive 100% of the Principal Sum
Speech and Hearing in One Ear	You receive 75% of the Principal Sum
One Arm or One Leg	You receive 75% of the Principal Sum
Paralysis:	
Quadruplegia	You receive 100% of the Principal Sum
Triplegia	You receive 75% of the Principal Sum
Paraplegia	You receive 75% of the Principal Sum
Hemiplegia	You receive 50% of the Principal Sum
Uniplegia	You receive 25% of the Principal Sum

Loss of Hand, Loss of Foot or Loss of Sight of One Eye (Any one of each)	You receive 50% of the Principal Sum
Loss of Speech or Loss of Hearing	You receive 50% of the Principal Sum
Loss of Thumb and Index Finger of the same hand	You receive 25% of the Principal Sum
Loss of One Thumb	You receive 10% of the Principal Sum

What Is Covered

Business Travel Accident Insurance covers accidents resulting from a sudden, unforeseen and unexpected event which: 1) happens by chance; 2) is independent of illness, disease or other bodily malfunction or medical or surgical treatment thereof; and 3) is the direct cause of loss.

Loss means Accidental loss of: Loss of Thumb and Index Finger, Loss of Limb, Loss of Foot, Loss of Hand, Loss of Hearing, Loss of Life, Loss of Sight, Loss of Sight of One Eye, Loss of Speech, Quadriplegia, Paraplegia, Hemiplegia, Uniplegia, or Coma, as defined by the policy.

Additional Benefits

Additional benefits include, but are not limited to, subject to the terms and conditions of the policy:

Adaptive Home & Vehicle Benefit

If an Insured Person suffers an Injury, other than loss of life, that results in a loss payable under the Accidental Dismemberment or Paralysis Benefit, the insurer will pay an additional benefit that is the lesser of:

- 1) \$50,000; or
- 2) the actual cost for Home Alteration and Vehicle Modification Expenses that are incurred within 24 months of the date of the Covered Accident that caused the Injury if an Insured Person:
 - a) did not require, prior to the date of the Covered Accident that caused the Injury, the use of a wheelchair or other adaptive device to be ambulatory; and
 - b) as a direct result of such Injury, the use of a wheelchair or other adaptive device to be ambulatory is now compulsory.

This benefit will be payable only if:

- 1) such Home Alterations are:
 - a) made by a person(s) with experience in such alterations; and
 - b) recommended by a recognized organization providing support and assistance to wheelchair or other adaptive device users; and
- 2) such Vehicle Modifications are:
 - a) carried out by a person(s) with experience in Vehicle Modifications; and
 - b) approved by the motor vehicle department of the state.

Checked Baggage Delay

The insurer will reimburse the Insured Person up to the Maximum Benefit Amount in the Rider Schedule, in the event of a Baggage Delay that occurs while covered under the Policy and pursuant to the terms of a Covered Hazard. Insurer's payment is limited to expenses incurred for the purchase of necessary Personal Effects needed by the Insured Person at a destination other than the Insured Person's primary residence. The Insured Person must be a ticketed passenger on a Common Carrier and provide the insurer with itemized receipts evidencing the purchase of the necessary Personal Effects.

If the Checked Baggage is delayed after the Insured Person has reached his or her destination (including a return destination) and the Common Carrier makes a charge for delivery, the insurer will

reimburse the reasonable cost to deliver the Insured Person's Checked Baggage to him/her \$100 per delivery, up to a maximum of \$1,000. A copy of the delivery invoice and verification of the delay or misdirection by the Common Carrier must be submitted with the claim.

The Benefit Amount for the Checked Baggage Delay is excess over any other insurance (including homeowners) or indemnity (including any reimbursements by the airline, cruise line, railroad, station authority, or occupancy provider) available to the Insured Person.

Lost, Stolen, or Damaged Checked Baggage

If the Insured Person's Checked Baggage and personal property contained therein, is lost, stolen, or damaged during a covered trip and while in the possession of a Common Carrier, the insurer will reimburse the Insured Person \$300 up to \$1,000 Maximum Benefit Amount, for the least of the following:

- 1) cash value (original cash value, less depreciation as determined by the insurer of the baggage and its contents);
- 2) the cost of repair; or
- 3) the cost of replacement.

Bereavement Counseling Benefit

If the Insured Person suffers an accidental death or an accidental dismemberment or Paralysis for which an Accidental Death, or Accidental Dismemberment or Paralysis Benefit is payable by the insurer or if he or she goes into a Coma for which a Coma Benefit is payable, the insurer will pay the Bereavement Counseling Benefit if an Insured Person or his or her Spouse or Partner and/or Dependent Child(ren) receives Bereavement Counseling.

The insurer will pay the Bereavement Counseling Benefit Amount for each Bereavement Counseling session he or she attends subject to a maximum of \$200 per session, up to a maximum of 10 sessions

Bereavement Counseling sessions must first begin within 365 days after the date of the Covered Accident. Benefits for any Bereavement Counseling session must be incurred within 2 year(s) after the date of the Covered Accident.

Carjacking

The insurer will pay an additional \$25,000 benefit amount when an Insured Person suffers a Covered Loss for which benefits are payable under the Accidental Death Benefit, Accidental Dismemberment Benefit, Paralysis Benefit or Coma Benefit that results from a Carjacking of an Automobile that you the are operating or riding in as a Passenger (including getting in or out of such Automobile).

Coma

If an Injury renders the Insured Person Comatose within 365 days of the date of the Covered Accident, and if the Coma continues for a period of 30 consecutive days, the insurer will pay a monthly benefit equal to the Monthly Benefit Amount shown. No benefit is provided for the first 30 days of the Coma.

The benefit is payable monthly as long as the Insured Person remains Comatose due to the Injury, but ceases on the earliest of:

- 1) the end of the month in which the Insured Person dies;
- 2) the end of the month in which the Insured Person recovers from the Coma;
- 3) the end of the month in which the Monthly Benefit Period ends; or
- 4) the total payments equal the Maximum Benefit Amount.

The insurer will pay benefits calculated at a rate of 1/30th of the monthly benefit for each day for which the insurer is liable when the Insured Person is Comatose for less than a full month.

If an Insured Person is in a Coma for which the Monthly Benefit Amount is payable and dies within 365 days after the Covered Accident, the insurer will pay a lump sum equal to the Insured Person's Maximum Benefit Amount, less any benefit amounts for Coma already paid. The Maximum Benefit Amount is generally either \$150,000 or 5 times annual salary, payable at 1% per month up to 100 months.

Education Expense Benefit

If an Insured Person suffers a loss of life for which an Accidental Death Benefit is payable under the Policy, the insurer will pay the following benefit(s):

Dependent Child Education

The insurer will pay a benefit to or on behalf of any child of the Insured Person who meets the definition of Dependent Child on the date of the Covered Accident causing the Insured Person's death and on the date of the Insured Person's death and who, on the date of the Insured Person's death:

- 1) is a full-time student in any Institution of Higher Learning above grade 12; or
- 2) is in grade 12 and subsequently enrolls as a full-time student in an Institution of Higher Learning within 365 days after the date of the Insured Person's death.

The benefit will be paid for each year of the Dependent Child's continuous enrollment as a full-time student in an Institution of Higher Learning, to a maximum of four (4) consecutive years or the date the Dependent Child reaches age 29, whichever comes first.

The total amount of the benefit each year is equal to the least of:

- 1) the actual tuition (exclusive of room and board) charged by that institution for enrollment during that year for that Dependent Child;
- 2) the Percentage of Accidental Death Principal Sum shown in the Rider Schedule based on the Insured Person's Accidental Death Principal Sum on the date of the Covered Accident; or
- 3) the Maximum Annual Amount shown in the Rider Schedule.

The applicable portion of the yearly benefit for each term of enrollment is payable upon receipt of proof of enrollment and payment for that term.

A Dependent Child who ceases to be enrolled as a full-time student becomes permanently ineligible for the benefit, even if he or she re-enrolls at a later date. The benefit is not payable for any term of enrollment as a full-time student that begins before the date of the Insured Person's death.

Spouse or Partner Education

The insurer will pay a benefit to or on behalf of the Spouse or Partner of the Insured Person who meets the definition of Spouse or Partner on the date of the Covered Accident causing the Insured Person's death and on the date of the Insured Person's death and who, for the purpose of obtaining an independent source of support or to enrich his or her ability to earn a living:

- 1) is enrolled in any Institution of Higher Learning or professional or trade training program on the date of the Insured Person's death; or
- 2) subsequently enrolls in an Institution of Higher Learning or professional or trade training program within 30 months after the date of the Insured Person's death.

The benefit will be paid for each year of the Spouse's or Partner's continuous enrollment in an Institution of Higher Learning or professional or trade training program, to a maximum of four (4) consecutive years.

The total amount of the benefit each year is equal to the lesser of:

- 1) the actual tuition (exclusive of room and board) charged by that institution for enrollment during that year for the Spouse or Partner;
- 2) 10% of the Principal Sum based on the Insured Person's Accidental Death Principal Sum on the date of the Covered Accident; or
- 3) \$5,000 Maximum Annual Amount.

The applicable portion of the yearly benefit for each term of enrollment is payable upon receipt of proof of enrollment and payment for that term.

A Spouse or Partner who ceases to be enrolled as described above becomes permanently ineligible for the benefit, even if he or she re-enrolls at a later date. The benefit is not payable for any term of enrollment that begins before the date of the Insured Person's death.

Medical Emergency Evacuation Benefit

The insurer will pay for Covered Medical Emergency Evacuation Expenses reasonably incurred if the Insured Person suffers an Injury or Emergency Sickness that warrants his or her Medical Emergency Evacuation while he or she is outside a 100 mile radius from his or her current place of primary residence, for actual costs up to the Maximum Benefit Amount of \$5,000,000 for all Medical Emergency Evacuations due to all Injuries from the same Covered Accident or all Emergency Sicknesses from the same or related causes.

Out of Country Medical Expense Benefit

If the Insured Person is outside of his or her Country of Permanent Residence for a period of less than 365 days, and the Insured Person suffers a Medical Emergency, the insurer will pay the Out of Country Medical Expense Benefit.

The Out of Country Medical Expense Benefit Amount equals the Usual and Customary Charges incurred [outside of the Insured Person's Country of Permanent Residence] for Covered Medical Services that are Medically Necessary and received due to that Medical Emergency, up to \$50,000 per Insured Person. The Maximum Benefit Period is 52 weeks after a covered Medical Emergency.

Paralysis Benefit

The insurer will pay the percentage of the Maximum Benefit Amount shown in the schedule of Benefit Amounts if Injury to the Insured Person results in any one of the types of loss(es) specified therein within 365 days of the date of the Covered Accident that caused the Injury, provided that the Paralysis is diagnosed by a Physician as reasonably expected to continue for the duration of his or her lifetime.

If an Insured Person dies within 365 days of the Covered Accident, then the insurer will pay a lump sum equal to the Insured Person's Maximum Benefit Amount shown in the schedule, less any Benefit Amount for Paralysis already paid.

Rehabilitation Benefit

If the Insured Person is participating in a Covered Hazard and suffers a Covered Accident for which an Accidental Dismemberment or Paralysis benefit is payable under the Policy, the insurer will reimburse the Insured Person for Covered Rehabilitative Expenses that result from the Injury causing the dismemberment or Paralysis up to \$50,000 for all Injuries caused by the same Covered Accident. The Covered Rehabilitative Expenses must be incurred within 2 years after the date of the Covered Accident causing the Injury.

Repatriation of Remains Benefit

If an Insured Person suffers an Injury or Emergency Sickness that results in loss of life while covered under the Policy, the insurer will pay for certain expenses incurred as a result of such death including, but not limited to, the following:

- 1) the expense incurred for the preparation of the deceased's body for burial or cremation;
- 2) the most economical coffin or receptacle adequate for transporting the remains; and
- 3) transportation of the deceased's body to the place of burial or cremation;

up to the Maximum Benefit Amount shown below, provided that the death of the Insured Person occurred outside a 100 mile radius from his or her current place of primary residence.

Family Travel Benefit

Following an Insured Person's death for which a Repatriation of Remains benefit is payable under this Rider, the insurer will pay for expenses reasonably incurred:

- 1) to return to their current place of primary residence, the Insured Person's Spouse and any of the Insured Person's Dependent Children who were accompanying the Insured Person when his or her death occurred, with an attendant for the Dependent Children if necessary and if the Dependent Children are not accompanied by the Spouse; but not to exceed the cost of a single one-way economy airfare ticket less the value of applied credit from any unused return travel tickets per person; and
- 2) for lodging and meals for up to 10 days for the Insured Person's Spouse and Dependent Children in the area where the Insured Person's death occurred, if they were accompanying the Insured Person at that time. The insurer will only pay for such expenses for days in excess of the days that had been planned for the trip prior to the Insured Person's death, and only prior to the repatriation of his or her remains. The insurer will not pay for such expenses in excess of, for the Spouse and Dependent Children combined, \$200 per day for lodging and \$100 per day for food.

Identification and Escort Expense Benefit

If an Insured Person suffers an Injury or an Emergency Sickness that results in loss of life and the Repatriation of Remains Benefit is payable, the insurer will pay for expenses reasonably incurred if an Immediate Family Member or authorized representative incurs Identification Expenses or Escort Expenses while:

- 1) en route and during the stay in the city or town where the Insured Person's body is located, including transportation by the most direct route by a licensed Common Carrier to and from such location, but not to exceed the cost of one round-trip economy airfare ticket; and
- 2) for lodging and meals for up to 10 days for such person in the area where the Insured Person's death occurred, and not to exceed \$200 per day for lodging and \$100 per day for meals.

Maximum Benefit Amount for Repatriation of Remains including Family Travel and Identification & Escort Expense will be the actual cost of Repatriation of Remains up to a maximum of \$5,000,000.

Seat Belt and Airbag Benefit

The Benefit Amount is the lesser of 10% of the Principal Sum, up to a maximum of \$50,000, if an accidental bodily injury resulting in a covered Loss of Life while operating or driving in a Private Passenger Automobile and utilizing a Seat Belt or Occupant Protection Device. Verification of the actual use of the Seat Belt and proper operation of the Occupant Protection Device at the time of an Accident must be part of an official report of such Accident or be certified, in writing, by an investigating police officer. The Benefit Amount for Seat Belt and Benefit Amount for Occupant Protection Device are payable in addition to any other applicable Benefit Amounts under this policy.

If a police report is not available, or it is unclear whether the Insured Person was wearing a Seat Belt or positioned in a seat protected by a properly functioning and properly deployed Airbag, the insurer will pay a limited benefit of \$2,000.

Security Evacuation Benefit

If, as a result of an Occurrence that takes place while the Insured Person is covered under the Policy and participating in a Covered Hazard, and while traveling outside his or her Home Country more than 100 miles from his or her primary residence, an Insured Person requires a Security Evacuation, the insurer will pay benefits for the Transportation of the Insured Person to the Nearest Place of Safety. The determination that an Insured Person requires a Security Evacuation must be made by a Designated Security Consultant and all arrangements must be made by the insurer's designated travel assistance provider.

Benefits will be payable for eligible actual expenses up to \$100,000 Maximum Benefit Amount. Eligible expenses are for Transportation to the Nearest Place of Safety and Related Costs necessary to ensure the Insured Person's safety and well-being as determined by the Designated Security Consultant. Security Evacuation benefits are payable only once per Occurrence.

Therapeutic Counseling Benefit

The insurer will pay for expenses incurred by the Insured Person for Therapeutic Counseling sessions up to the Therapeutic Counseling Benefit Amount of 10% of the Principal Sum up to a Maximum Benefit Amount of \$50,000:

- 1) an Insured Person incurs a Covered Loss, other than a loss of life, for which a benefit is payable under the Accidental Dismemberment, Paralysis the Policy; and
- 2) the Insured Person initially requires Therapeutic Counseling within 365 days due to the Covered Loss.

Benefits for any Therapeutic Counseling session must be incurred within 2 years after the date of the Covered Accident causing the Injury.

Rehabilitation Expense Benefit

Rehabilitation Expenses will be reimbursed up to 5% of the Principal Sum Benefit subject to a maximum of \$25,000 if an Accidental Bodily Injury causes an Insured Person to suffer a covered Loss which: 1) prevents an Insured Person from performing all the duties of such Insured Person's regular occupation; and 2) requires such Insured Person to obtain Rehabilitation, as determined by a Physician approved by the insurer for up to two years from the date of covered Accidental Bodily Injury. The Benefit Amount for Rehabilitation Expense is payable in addition to any other applicable Benefit Amounts under this policy.

Medical Evacuation Benefit

If an Insured Person's Accidental Bodily Injury, disease or illness occurs while insured under a Hazard and requires the Medical Evacuation of the Insured Person while the Insured Person is on a covered trip, then Covered Expenses for such Medical Evacuation up \$100,000 (sublimits apply). Evacuation is payable in addition to any other applicable Benefit Amounts. This insurance applies only if the covered trip: 1) is more than 100 miles from the Insured Person's primary residence; and 2) lasts no more than 365 consecutive days. The Medical Evacuation must be ordered by a Physician, who certifies that the Medical Evacuation is necessary to prevent death or serious deterioration of the Insured Person's medical condition. The Medical Evacuation must be approved and arranged by Assistance Services Administrator.

What Is Not Covered

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

- Owned Aircraft, Leased Aircraft, or Operated Aircraft.
- Trade Sanctions.
- Specialized Aviation, with certain exceptions for helicopter crew members and Organ Retrieval Team.
- While under the influence of drugs or intoxicants not administered by a Physician.
- Service in the Armed Forces.
- Incarceration and/or commission of a felony.
- Distracted driving (while using a cell phone or electronic device).
- Aircraft Pilot or Crew.
- Suicide or Intentional Injury.
- Non-sponsored sports or athletic activities.
- Disease or illness, including cerebrovascular or cardiovascular events (stroke, infarction, thrombosis, aneurysm, etc.)

Receiving Benefits

How and When Benefits Are Paid

The insurer will pay any benefit due, other than benefits for which the Policy provides periodic payment, immediately after it receives Proof of Loss. Subject to due written Proof of Loss, all accrued benefits for which the Policy provides periodic payment will be paid not later than at the expiration of each period of 30 days during the continuance of the period for which benefits are due, and any balance remaining unpaid at the termination of the period will be paid immediately upon receipt of the proof. If payment is not made within 30 days following receipt of satisfactory Proof of Loss, then You are entitled to interest at the rate prescribed by law from the 30th day after receipt of such proof to the date of payment.

Filing a Claim

The person who has the right to claim benefits (the claimant, beneficiary or his or her representative) must give the insurer written Notice of a Claim within 30 days after a Covered Loss begins. Failure to furnish notice within the time required neither invalidates nor reduces any claim if it was not reasonably possible to give notice within such time, provided such notice is furnished as soon as reasonably possible.

Claim Forms

When the insurer receives the notice of claim, it will send forms to the claimant for giving Proof of Loss. The forms will be sent within 15 days after the insurer receives the notice of claim. If the forms are not received, the claimant will satisfy the Proof of Loss requirement if a written notice of the occurrence, character and extent of the loss is sent.

Proof of Loss

Written Proof of Loss must be furnished to the insurer within 90 days after the date of the loss. If the loss is one for which this insurance requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as the insurer may reasonably require. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

All Proof of Loss submitted must be satisfactory to the insurer and must include information which is required to adjudicate the claim. In addition, the claimant must provide any Proof of Loss documentation specifically required by any Additional Coverage Benefit provision. The insurer reserves the right to request additional information reasonably related to the claim.

Administrative Information

Assignment of Benefits

This insurance may not be assigned. The Insured Person may not assign any of his or her rights, privileges or benefits under this Policy. Benefit payments may be assigned as allowed in the Payment of Claims provision.

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 the welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a 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	Business Travel Accident Insurance Plan
Plan Funding and Administration	Through premiums paid by the University. The University has an insured contract with The Hartford.
Employer, Plan Sponsor and Administrator	The University of Chicago Office of Risk Management 5801 S. Ellis Chicago, IL 60637 773-702-2265
Agents for Service of Legal Process	For the University: The University of Chicago Office of Risk Management 5801 S. Ellis Chicago, IL 60637 773-702-2265 For the Insurance Company (Business Travel Accident): The Hartford Financial Services Group, Inc. Hartford Fire Insurance Company One Hartford Plaza Hartford, CT 06155 1-888-560-9632
Plan Year	January 1 to December 31 for fiscal record purposes
Type of Plan	Welfare Benefit (accident insurance)
Employer Identification Number	36-2177139
Plan Number	515

Glossary

Accident, Accidental	Means a sudden, abrupt, and unexpected event.
Airbag	Means an inflatable supplemental passive restraint system installed by the manufacturer of the Automobile, or proper replacement parts as required by the Automobile manufacturer's specifications that inflates upon collision to protect an individual from injury and death. An Airbag is not considered a Seat Belt.
Coma	Means a profound state of unconsciousness from which the Insured Person cannot be aroused to consciousness by external or internal stimulation, as determined by a Physician.
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 in the helicopter operated by Air Methods Corporation; while participating in an Aeromedical Network Flight; or Organ Retrieval Team members.
Dependent Child(ren)	Means: 1) an Insured Person's or Spouse's natural child, legally adopted child or stepchild; 2) a child placed into the Insured Person's or Spouse's custody for adoption (regardless of whether the adoption has become final); 3) a child for whom the Insured Person or Spouse is ordered by a court or administrative order to provide coverage regardless of whether he/she is the custodial or non-custodial parent; or 4) an Insured Person's or Spouse's foster child or any other child for whom the Insured Person or Spouse has been appointed legal guardian; or 5) any other child who lives with the Insured Person in a regular parent/child relationship and is dependent on the Insured Person for support and maintenance; who is/are: 1) unmarried; and 2) under 18 years of age; or 3) a student age 18 or older but under age 26. If an unmarried child is age 18 or older and is: 1) incapable of self-sustaining employment because of a mental or physical disability; 2) chiefly dependent on the Insured Person or Spouse for financial support and maintenance; and proof has been provided of his/her disability upon the insurer's request, that child will continue to be a dependent child until these conditions cease to exist.
Insured Person	Means a person: 1) who is a member of an Eligible Class described in the Schedule; 2) for whom premium has been paid; and 3) while covered under this Policy.

Medical Emergency Evacuation	<p>Means, if warranted by the severity of the Insured Person's Injury or Emergency Sickness:</p> <ol style="list-style-type: none"> 1) the Insured Person's immediate Transportation from the place where he or she suffers an Injury or Emergency Sickness to the nearest Hospital or other medical facility where appropriate medical treatment can be obtained; 2) the Insured Person's Transportation to his or her current place of primary residence to obtain further medical treatment in a Hospital or other medical facility or to recover after suffering an Injury or Emergency Sickness and being treated at a local Hospital or other medical facility; or 3) both 1) and 2) above. <p>A Medical Emergency Evacuation also includes medical treatment, medical services and medical supplies necessarily received in connection with such Transportation.</p>
Medically Necessary	<p>Or Medical Necessity means a determination by the Insured Person's Physician that Treatment, service or supply provided to treat an Injury is:</p> <ol style="list-style-type: none"> 1) appropriate and consistent with the diagnosis and does not exceed in scope, duration, or intensity the level of care needed to provide safe, adequate, and appropriate treatment of the Injury; 2) is commonly accepted as proper care or Treatment of the Injury in accordance with the medical practices of the United States and federal guidelines; 3) can reasonably be expected to result in or contribute to the improvement of the Injury; and 4) is provided in the most conservative manner or in the least intensive setting without adversely affecting the condition of the Injury or the quality of the Medical Care provided.
Paralysis	Means the complete loss of muscle function in a part of the body as a result of neurological damage, as determined by a Physician.
Salary	Means the Insured Person's base annual earnings, but not including overtime, bonuses, tips, commissions, and special compensation.
Seat Belt	<p>Means:</p> <ol style="list-style-type: none"> 1) an unaltered belt, lap restraint, or shoulder restraint installed by the manufacturer of the Automobile, or proper replacement parts as required by the Automobile manufacturer's specifications; or 2) a child restraint device that meets the standards of the National Safety Council and is properly secured and utilized in accordance with applicable state law and the recommendations of its manufacturer for children of like age and weight.
Therapeutic Counseling	Means treatment or counseling provided by a licensed therapist, counselor, or psychiatrist who is registered or certified to provide psychological treatment or counseling.
Therapy Services	Means acupuncture, respiratory therapy, occupational therapy, physical therapy or speech therapy.
Spouse	<p>Means any individual who is recognized as the spouse of the Insured Person, under applicable state law.</p> <p>Spouse will also include a domestic partner or civil union partner, which is any legal relationship between two persons of either the same or opposite sex, as established pursuant to Illinois state law.</p>

Reasonable and Customary Charge(s)

Means the average amount charged by most providers for Treatment, service or supplies in the Geographic Area where the Treatment, service or supply is provided.

A Final Note

This summary is written in everyday language and provides a general summary and serves as your summary plan description. The insurer has 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 Business Travel Accident insurance companies make determinations of benefits under their certificates of insurance.

Participating in this plan does not guarantee employment.