

University of Chicago

# **Group Life Insurance**

Summary Plan Description

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## YOUR GROUP LIFE INSURANCE BENEFITS

The University of Chicago Group Life Insurance benefit provides for payment in the event of your death to one or more designated Beneficiaries. Please review this summary for important information on plan provisions and features.

### Eligibility

You are eligible for Group Life Insurance if you are a Benefits-Eligible Employee of the University of Chicago (the “University”) scheduled to work at least 20 hours per week.

If you are a Retired Employee, you are eligible for a special death benefit (see page [] for more information).

Benefits-Eligible Employees have a life insurance benefit under Basic Term Life Insurance coverage and may elect to purchase Supplemental Term Life Insurance.

Benefits-Eligible Employees also have the opportunity to purchase Dependent Term Life Insurance coverage for:

- A spouse, civil union partner or same-gender domestic partner (registered with the University on or before December 31, 2016); and/or
- Dependent child(ren) under the age of 26, meaning your natural children, stepchildren, adopted children, or wards; any child named in a court order for whom you are legally responsible for providing coverage under the terms of a qualified medical child support order; and your domestic partner’s child who depends on you for support and lives with you in a regular parent-child relationship.

### **Basic Term Life Insurance**

If you are a Benefits-Eligible Employee, **you are automatically enrolled and covered** under basic life insurance on the date that you become a Benefits Eligible Employee, so long as you are Actively at Work on the date coverage would otherwise begin.

- Coverage is equal to Annual Earnings, up to a maximum benefit of \$50,000.
- The University pays the full cost of this benefit.

### **Supplemental Term Life Insurance**

If you are a Benefits-Eligible Employee, you have the opportunity to purchase Supplemental Term Life insurance for yourself.

- During the first 31 days from the date that you become a Benefits-Eligible Employee, you may elect supplemental life insurance equal to a multiple of your Annual Earnings (1x, 2x, 3x, 4x, 5x, 6x, 7x or 8x), up to \$750,000 to an overall maximum of \$1,500,000 (basic and supplemental combined). You must be Actively at Work and not be hospitalized or home confined due to illness at the time you submit your application for this coverage.
  - Coverage will be effective as of the later of your date of hire or the date that you become a Benefits-Eligible Employee.
  - You will not be required to provide Evidence of Insurability for coverage obtained during this initial 31-day period.

- After the first 31 days from the date that you become a Benefits-Eligible Employee you may elect supplemental life insurance equal to a multiple of your Annual Earnings (1x, 2x, 3x, 4x, 5x, 6x, 7x or 8x), up to \$1,500,000 (basic and supplemental combined).
  - Any coverages obtained during this time will require Evidence of Insurability and will not be in force until approval is received from Sun Life. Sun Life will contact you with information regarding the Evidence of Insurability process. You must be Actively at Work and not be hospitalized or home confined due to illness when application for this coverage is made.
- Please note that during the annual Benefits Open Enrollment period, you may elect to increase your coverage by one times (1x) your Annual Earnings (up to \$750,000) without having to provide Evidence of Insurability.
- You, as the employee, pay the full cost of the coverage you elect through after-tax payroll deductions. Premiums vary based on your age.
- When you reach age 65, coverage will be reduced as follows:

Age	Reduced Coverage Amount*
65	65%
70	42%
75	27%
*Reduction will be rounded to higher \$1,000 increment if the reduction is not a multiple of \$1,000	

- You may elect Supplemental Term Life Insurance coverage through Workday ([workday.uchicago.edu](http://workday.uchicago.edu)).

**Spouse, Civil Union Partner or Same-Gender Domestic Partner (registered with the University on or before December 31, 2016) Dependent Term Life Insurance**

You may elect coverage for your spouse, civil union partner or same-gender domestic partner (registered with the University on or before December 31, 2016), in \$10,000 increments up to \$150,000 not to exceed 100% of your total Basic and Supplemental Term Life Insurance coverage amount.

- Within 31 days from the date that you become a Benefits-Eligible Employee, you may purchase coverage up to \$20,000 without having to provide Evidence of Insurability. You must be Actively at Work and your spouse, civil union partner or same-gender domestic partner cannot be hospitalized or home confined due to illness when application for this coverage is made.
- Evidence of Insurability is required for election amounts greater than \$20,000 made within 31 days from the date that you become a Benefits-Eligible Employee.
- After your first 31 days from the date that you become a Benefits-Eligible Employee, Evidence of Insurability is required for any election for this coverage.
- Coverage requiring Evidence of Insurability will not be in force until approval is received from Sun Life. Sun Life will contact you with information regarding the Evidence of Insurability process.
- You, as the employee, pay the full cost of the coverage you elect through after-tax payroll deductions. Premiums vary based on your spouse, civil union partner, or domestic partner's age.
- When your dependent reaches age 65, coverage will be reduced as follows:

<b>Dependent Age</b>	<b>Reduced Coverage Amount*</b>
65	65%
70	42%
75	27%
*Reduction will be rounded to higher \$1,000 increment if the reduction is not a multiple of \$1,000	

- You may elect this Dependent Term Life Insurance coverage through Workday (workday.uchicago.edu).

### **Dependent Child(ren) Term Life Insurance**

You may elect coverage for your eligible dependent child(ren) (up to age 26) in \$2,000 increments up to \$10,000.

- You may cover one child or multiple children in your family. You will only pay premium based on one level of coverage, regardless of the number of children you cover. So, if you choose the \$2,000 level of coverage, you will only pay premium based on \$2,000, yet you will have \$2,000 coverage on each eligible child in your family.
- Evidence of Insurability is not required for children.
- You, as the employee, pay the full cost for this coverage through after-tax payroll deductions. Premiums are based on a fixed cost per \$2,000 of coverage.
- You may elect this Dependent Term Life Insurance coverage through Workday (workday.uchicago.edu).

## **PARTICIPATING IN GROUP LIFE INSURANCE**

### **Beneficiary Designation**

A Beneficiary is the person (or persons) who will receive your Basic and Supplemental Term Life Insurance benefits if you die. You can name anyone you want as your Beneficiary(ies) – and designate as many people as Beneficiary(ies) as you wish – for your Basic and Supplemental Term Life Insurance. You must specify the percentage of the benefit to be paid to each Beneficiary (up to a maximum of 100% for all allocations). Note you may not name the University of Chicago as a Beneficiary.

You are automatically the Beneficiary for payment of any Dependent Term Life Insurance coverage you elect.

When you make your election for coverage, you will be asked to designate a Beneficiary(ies). You will designate your beneficiary(ies) in Workday at workday.uchicago.edu. You can choose one or more beneficiaries. A Primary Beneficiary is someone you designate as the first to receive the proceeds of your life insurance policy; a Contingent Beneficiary is someone you designate to receive the benefit if a Primary Beneficiary dies before you do.

Any amount of insurance under a coverage for which there is no Beneficiary at your death will be payable to the first of the following: your (a) surviving spouse; (b) surviving child(ren) in equal shares; (c) surviving parents in equal shares; (d) surviving siblings in equal shares; (e) estate. This order will apply unless otherwise provided in the Limits on Assignments.

You may change your Beneficiary at any time by visiting Workday at [workday.uchicago.edu](http://workday.uchicago.edu). The change will take effect on the date you complete the transaction in Workday. Please be sure you update your beneficiaries as appropriate to reflect changes in your marital or family status. A change of Beneficiary in your will does not override the Beneficiary Designation you provide under your Basic Term Life and Supplemental Term Life Insurance policies.

## **Cost of Coverage**

For a current list of rates, visit our web site at:

<http://humanresources.uchicago.edu/benefits/healthwelfare/lifedisability/grouplife/costs.shtml> or contact the Benefits Office.

## **Changing Your Coverage**

### **Basic Term Life Insurance**

You cannot change the amount of coverage under Basic Term Life Insurance.

### **Supplemental Term Life Insurance**

You can increase or decrease the amount of your Supplemental Term Life Insurance coverage at any time during the year as long as you are Actively at Work.

- If you **decrease** your supplemental coverage, the change will take effect on the date your change is made in Workday.
- If you **increase** your supplemental coverage by no more than 1x Annual Earnings during the Benefits Open Enrollment period, the change will take effect on the next following January 1.
- Other than for elections to increase your coverage by 1x Annual Earnings during the Benefits Open Enrollment period, if you **increase** your supplemental coverage, you must complete the Sun Life's Evidence of Insurability process. Your coverage takes effect on Sun Life's approval date. You must be Actively at Work on the approval date. If you are not Actively at Work on that date, the increase in coverage will take effect on the date you return to active work.

### **Spouse, Civil Union Partner or Same-Gender Domestic Partner (registered with the University on or before December 31, 2016) Dependent Term Life Insurance**

You can increase or decrease the amount of your Spouse, Civil Union Partner or Same-Gender Domestic Partner (registered with the University on or before December 31, 2016) Dependent Term Life Insurance coverage at any time during the year as long as you are Actively at Work and the spouse, civil union partner or same-gender domestic partner is not medically confined.

- If you **decrease** this coverage, the change will take effect on the date your change is made in Workday.
- If you **increase** this coverage, you must complete Sun Life's Evidence of Insurability process. Coverage takes effect on Sun Life's approval date so long as your spouse, civil union partner or same-gender domestic partner is not home or hospital confined for medical care or treatment.

### **Dependent Child(ren) Term Life Insurance**

You can increase or decrease the amount of your Dependent Child(ren) Term Life Insurance coverage at any time during the year.

If you increase coverage, the coverage takes effect on your election date so long as your child(ren) is not

home or hospital confined for medical care or treatment.

## **Automatic Coverage Changes**

### **Basic Term Life Insurance**

If your salary is less than \$50,000, your life insurance benefit automatically increases with your salary, up to a maximum of \$50,000.

### **Supplemental Term Life Insurance**

The amount coverage will be adjusted **automatically** when your Annual Earnings change and when your age class changes.

If your age class changes, the adjustment will take effect on your birthdate. If your Salary changes, the adjustment will take effect on the date of the change.

You must be Actively at Work on the date that your Annual Earnings change. If you are not Actively at Work on that date, the change in coverage will take effect on the date you return Actively at Work.

### **Spouse, Civil Union or Same-Gender Domestic Partner (registered with the University on or before December 31, 2016) Dependent Term Life Insurance**

The amount of coverage will be adjusted **automatically** when the age class of the covered individual changes.

If the age class changes, the adjustment will take effect on the individual's birthdate.

## **Coverage During a Leave**

Basic Term Life Insurance, Supplemental Term Life Insurance, and Dependent Term Life Insurance may be continued during a leave of absence by paying the required premiums, for up to:

- 2 months after you have been temporarily laid off.
- 24 months after you have been given an approved leave of absence (including military leave).
- 60 months during a Faculty Employee's Phased Retirement (the Faculty Retirement Incentive Program) as long as the you are is earning 2/3 of your salary and you continue to work at least 10 hours per week.
- 3 months during school recess
- 3 months of your paid vacation
- 12 months if you are absent from work due to injury or sickness

## **When Coverage Ends**

Your Group Life insurance coverage ends on the earliest of the date when:

- You are no longer treated as employed by the University for any reason.
- You are no longer a Benefits-Eligible Employee.
- You waive coverage (applies to Supplemental Term Life Insurance and Dependent Term Life Insurance).
- You stop paying direct-billed premiums (applies to Supplemental Term Life Insurance and Dependent Term Life Insurance).

- The maximum continuation of coverage period as described above in “Coverage During a Leave” has run.
- The plan ends.

**Retired Employee Death Benefit** When you retire, your coverage under each of the Basic, Supplemental and Dependent Term Life Insurance ends. However, the University provides a one-time lump-sum payment of \$1,000 at no cost to Retired Employees upon their death (See Definitions for information regarding who qualifies as a Retired Employee for purposes of this one-time benefit).

**Conversion Privilege**

If your Group Life insurance coverage ends for one of the reasons listed below, you may convert all or part of your insurance under this Group Life insurance coverage to an individual life contract:

- Your employment ends or you transfer out of a covered class.
- All Group Life insurance coverage for your class ends by amendment or otherwise. But, on the date it ends, you must have been insured for five years for that insurance (or for that insurance and any Sun Life rider or group contract replaced by that insurance).

You have 31 days from the date your coverage ends to apply for coverage under the conversion privilege. The first premium for the individual life contract must generally be paid within the later of 31 days from the date the insurance ceased but may be extended under certain circumstances to not more than 92 days from the date you ceased to be insured under the Group Life insurance. Evidence of Insurability is not required to convert your Group Life insurance coverage.

Basic Life, Supplemental Life, and Dependent Life Insurance all have a conversion privilege.

For more information on the conversion of group coverage to an individual policy please contact the Benefits Office.

**Suicide Exclusion**

If your death is caused by suicide:

- A death benefit is not payable if you die within two years of the date you became covered under the Group Life insurance benefit.
- The amount of any increase in your death benefit is not payable if you die within two years of the date of increase.

The suicide exclusion also applies to Supplemental Term Life and Dependent Term Life Insurance.

**Option to Accelerate Payment of Death Benefits**

If, while insured, you are diagnosed with a terminal illness with a life expectancy of 12 months or less, you may request an Accelerated Death Benefit payment. To be eligible to accelerate payment you must:

- have been insured under the Group Life insurance benefit for at least 60 days; and
- be insured for at least \$20,000 of Basic and Supplemental Term Life Insurance (combined).

The Accelerated Benefit is an amount up to 75% of the applicable amount of Basic and Supplemental Life Insurance in force as of the date Sun Life receives a written request to provide an Accelerated Benefit. The Accelerated Benefit will be paid as a single lump sum. The maximum amount of the Accelerated Benefit is \$500,000. The minimum amount of the Accelerated Benefit that can be requested is \$10,000. The Accelerated Benefit may be elected only once during the Employee's lifetime. Payments made under this provision may be taxable. If you elect this option, your eligibility for Medicaid or other government programs may be affected. Please consult a tax professional or professional legal advisor for additional information and guidance.

This election is subject to the conditions set forth in the Group Life insurance policy. Please contact the Benefits Office for additional information.

### **Portability Privilege**

If, prior to age 70, your Group Life insurance coverage ceases due to termination of employment, you may apply for portable coverage on life up to the amount of Basic and Supplemental Life Insurance that ceased, to a maximum of \$1,050,000.

You are not eligible to port if you:

- are age 70 or older; or
- retire; or
- have an injury or sickness that would have a material effect on your life expectancy or would prevent you from performing your occupation on a full-time basis; or
- have experienced a reduction in employment hours with the University that makes you ineligible for benefits; or
- have insurance that is being continued under the Waiver of Premium provision.

You may also apply to port Supplemental Term Life and Dependent Term Life Insurance.

An employee who elects to convert their coverage to an individual policy under the Conversion Privilege is not eligible to apply for portable coverage.

If your application for portable coverage is declined by Sun Life, you will have 31 days, commencing on the date the application is declined, to convert to an individual policy under the Conversion Privilege.

The terms and conditions of the Portability Privilege will not be the same as those of the Group Life insurance coverage. In addition, the amount of insurance available portable coverage may not be the same as the amount under the Group Life insurance coverage. Please contact the Benefits Office for additional information and application information regarding portable coverage.

### **Misstatement of Age**

If your age has been misstated, the insurance company will change the coverage amount for the correct age. A change in rates will be made so that insurance coverage costs will be paid for the correct age.

## **RECEIVING LIFE INSURANCE BENEFITS**

## **Filing a Claim**

Upon your death (or that of a Dependent), the claimant (you, your Beneficiary, a relative or your executor, as applicable) must contact the Benefits Office and submit a death claim for life insurance benefits *no later than 30 days after the date of death*. If notice cannot be given within the applicable time period above, Sun Life must be notified as soon as it is reasonably possible. A certified copy of the death certificate or similar proof of claim satisfactory to Sun Life must be submitted *no later than 90 days after the date of death*. If it is not possible to provide proof within this time limit, it must be given as soon as reasonably possible. However, proof of claim may not be given later than one year after the time proof is otherwise required unless the claimant is legally incompetent.

Sun Life will provide notification of a determination on the initial application for benefits within a reasonable period of time, but not later than 90 days after receipt of the claim. If a decision cannot be made within the initial 90-day period, will notify the claimant prior to the end of this 90-day period that additional time, not to exceed 90 days, is necessary to process the claim. If a period of time is extended because the claimant failed to provide necessary information, the period for making the benefit determination is tolled from the date Sun Life sends notice of the extension to the claimant until the date on which the claimant responds to the request for additional information. The claimant will have at least 45 days to provide the specified information.

For more information about claim denial and appeals, see the “**Administrative Information**” section of this summary. All claims will be administered in accordance with applicable ERISA Regulations.

## **Benefit Payments**

Once Sun Life receives satisfactory proof of claim, benefits can be paid to the claimant in one lump sum. The insurance company may also offer other payment options. Under certain circumstances (e.g., payment to Employee’s estate, or payment to a minor or incompetent Beneficiary) Sun Life, at its option, may pay a portion of the benefits (not to exceed \$5,000 or \$1,000, depending on the circumstances) to a relative or other person/institution whom Sun Life considers entitled.

# **ADMINISTRATIVE INFORMATION**

## **Assignment of Benefits**

You may assign your life insurance benefits provided under the Plan by sending written notification to the Benefits Office. When the assignment is recorded, it will take effect on the date it was signed as long as the Sun Life receives the notice before the benefit is paid or any other action is taken. Sun Life is not responsible for whether any assignment is valid or for any legal, tax or other implications of any assignment.

## **Discretionary Authority**

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

## **Plan Amendment and Termination**

The University has the right, at any time and 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 amendment of the Plan 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 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 unit's agreement by writing to the plan administrator, or you may obtain it at the Office of Employee and Labor Relations.

## **Plan Benefits Provided by**

Sun Life Assurance Company of Canada  
PO Box 9106  
Wellesley Hills, MA 02481

Benefits under the Plan are provided under a Group Contract underwritten by the Sun Life Insurance Company of America. For all purposes of this Group Contract the University of Chicago acts in its own behalf or as an agent of its employees. Under no circumstances will the University of Chicago be deemed the agent of Sun Life of America, absent a written authorization of such status executed between the University of Chicago and Sun Life. Nothing in these documents shall, of themselves, be deemed to be such written execution.

## **Claim Denial and Appeals Procedures**

If your or your Beneficiary's (the claimant) claim for benefits is denied, in whole or in part, the claimant or the claimant's authorized representative will receive a written notice from Sun Life of the denial. The notice shall be written in a manner calculated to be understood by the claimant and shall include:

- The specific reason(s) for the denial,
- References to the specific plan provisions on which the benefit determination was based,
- A description of any additional material or information necessary for the claimant to perfect a claim and an explanation of why such information is necessary, and
- A description of Sun Life's appeals procedures and applicable time limits, including a statement of the claimant's right to bring civil action under Section 502(a) of ERISA following the claimant's appeals.

### Appeals of Adverse Determination

If the claimant's claim for benefits is denied or if the claimant does not receive a response to the claim within the appropriate time frame (in which case the claim for benefits is deemed to have been denied), the claimant or the claimant's representative may appeal the denied claim in writing to Sun Life within 180 days of the receipt of the written notice of denial or 180 days from the date such claim is deemed denied. The claimant may submit with the appeal any written comments, documents, records and any other information relating to the claim. Upon request, the claimant will also have access to, and the right to obtain copies of, all documents, records and information relevant to the claim, free of charge.

Sun Life shall make a determination on the claimant's claim appeal within 60 days of the receipt of the appeal request. This period may be extended by up to an additional 60 days if Sun Life determines that special circumstances require an extension of time. A written notice of the extension, the reason for the extension and the date that Sun Life expects to render a decision shall be furnished to the claimant within the initial 60-day period. However, if the period is extended due to the claimant's failure to submit information necessary to decide the appeal, the period for making the benefit determination will

be tolled (suspended) from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

If the claim appeal is denied in whole or in part, the claimant will receive a written notification from Sun Life of the denial. The notice will be written in a manner calculated to be understood by the claimant and shall include:

- The specific reason(s) for the adverse determination,
- References to the specific plan provisions on which the determination was based,
- A statement that the claimant is entitled to receive upon request and free of charge reasonable access to, and make copies of, all records, documents and other information relevant to the claim upon request, and
- A statement describing any voluntary appeals procedures offered by the Plan and the claimant's right to obtain information about such procedures, and the claimant's right to bring a civil suit under ERISA.

If a decision on appeal is not furnished to the claimant within the time frames mentioned above, the claim shall be deemed denied on appeal.

If the appeal of the benefit claim is denied or if the claimant does not receive a response to the appeal within the appropriate time frame (in which case the appeal is deemed to have been denied), the claimant or the claimant's authorized representative may make a second, voluntary appeal of the denial in writing to Sun Life within 180 days of the receipt of the written notice of denial or 180 days from the date such claim is deemed denied. The claimant may submit with the second appeal any written comments, document, records and any other information relating to the claim.

Upon request, the claimant will also have access to, and the right to obtain copies of, all documents, records and information relevant to the claim free of charge.

Sun Life shall make a determination on the second claim appeal within 45 days of the receipt of the appeal request. This period may be extended by up to an additional 45 days if Sun Life determines that special circumstances require an extension of time. A written notice of the extension, the reason for the extension and the date by which Sun Life expects to render a decision shall be furnished to the claimant within the initial 45-day period. However, if the period of time is extended due to the claimant's failure to submit information necessary to decide the appeal, the period for making the benefit determination will be tolled from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

The claimant's decision to submit a benefit dispute to this voluntary second level of appeal has no effect on the claimant's right to any other benefits under this Plan. If the claimant elects to initiate a lawsuit without submitting to a second level of appeal, the Plan waives any right to assert that the claimant failed to exhaust administrative remedies. If the claimant elects to submit the dispute to the second level of appeal, the Plan agrees that any statute of limitations or other defense based on timeliness is tolled during the time that the appeal is pending.

If the claim appeal is denied in whole or in part for the second time, the claimant will receive a written notification from Sun Life of the denial. The notice will be written in a manner calculated to be understood by the claimant and shall include the same information that was included in the first adverse determination letter. If a decision on appeal is not furnished to the claimant within the time frames mentioned above, that claim shall be deemed denied on appeal.

Any legal action must be commenced within the earlier of the first 3 years following the date proof of claim is required or the first 2 years following receipt of final notice of determination. You must exhaust the claims and review procedures described above before may bring a legal action relating to the Plan.

### **Right and Protections**

As a participant in this Plan, you are entitled to certain rights and protections under the Employees Retirement Income Security Act of 1974 (ERISA), as amended. ERISA provides that all Plan participants shall be entitled to:

- Receive information about the Plan and 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 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 reports (Form 5500 Series) and updated summary plan description. The Plan administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan administrator is required by law to furnish each participant with a copy of this summary annual report.

### **Prudent Actions by Plan Fiduciaries**

In addition to creating right for the 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 the 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 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 the 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 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 because of reasons beyond the control of the Plan 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. If it should happen that the 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 frivolous.

### **Assistance with Your Questions**

If you have 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 Benefit Security Administration, U.S. Department of Labor, listed in your telephone directory of the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 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.

## **Other Plan Information**

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

<b>Plan Name</b>	University of Chicago Group Life and Disability Plan
<b>Plan Funding and Administration</b>	The plan is funded through contributions paid by the University and employees. The University has an insured contract with Sun Life Assurance Company to provide certain benefits under the Plan.
<b>Employer, Plan Sponsor and Administrator</b>	The University of Chicago - Benefits Office  6054 S. Drexel  Chicago, IL 60637  (773) 702-9624  <a href="mailto:benefits@uchicago.edu">benefits@uchicago.edu</a>
<b>Agents for Service of Legal Process</b>	<b>For the University:</b>  The University of Chicago - Office of Legal Counsel  5801 S. Ellis Avenue, Ste 619  Chicago, IL 60637  Attn: Vice President and General Counsel
<b>Plan Year</b>	January 1 to December 31
<b>Type of Plan</b>	Welfare (life insurance plan)
<b>Employer Identification Number</b>	36-2177139
<b>Plan Number</b>	509

## GLOSSARY

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<b>Actively at Work</b>	A requirement that you be actively at work on a full time basis at the Employer's place of business or at any other place that the Employer's business requires you to go. You are considered actively at work during a normal vacation or University holiday if you were actively at work on your last regularly scheduled workday.
<b>Annual Earnings</b>	This is the gross amount of money paid to you by the University in cash for performing the duties required of your job as salary or wage. Bonuses, overtime pay, earnings for more than 40 hours per week, and all other extra compensation are not included.
<b>Beneficiary</b>	The person you select to receive your Group Life Insurance benefits when you die.
<b>Benefits-Eligible Employee</b>	Generally, you are Benefits-Eligible if you are common-law employee of the University and: <b>Full-time:</b> you are scheduled to work at least 35 hours per week. <b>Part-time:</b> you are scheduled to work at least 20 hours per week. You are not Benefits-Eligible if you are scheduled to work fewer than 20 hours per week or if you are expected to be employed by the University for less than one year.
<b>Retired Employee</b>	A former Benefits-Eligible Employee who has terminated employment, and is receiving an annuity from any of the University's defined benefit retirement plans at the time of death.

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## 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.