

University of Chicago

# Long-Term Disability

Summary Plan Description

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## YOUR LONG-TERM DISABILITY BENEFITS

The University of Chicago's Long-Term Disability benefit (LTD) provided under the Group Life and Disability Plan (the Plan) provides for payment in the event 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. Please review this summary plan description (SPD) for important information on Plan provisions and features.

The capitalized terms in this SPD have special meaning. Please refer to the [Glossary](#) for the definition of those capitalized terms.

If you have questions about your LTD benefits, please contact the Benefits Office at [benefits@uchicago.edu](mailto:benefits@uchicago.edu).

### **Eligibility**

You are eligible for LTD coverage under the Plan if you are a Benefits-Eligible Employee with the University of Chicago (the "University"). Benefits-Eligible Employees can choose the Base Plan, Optional Plan, or to waive coverage. You may elect the Optional Plan or waive coverage through Workday ([workday.uchicago.edu](http://workday.uchicago.edu)).

- Within 31 days from the date that you become a Benefits-Eligible Employee, you will be defaulted into the Base Plan. You may maintain the Base Plan, elect the Optional Plan (in lieu of the Base Plan), or waive all coverage.
  - Coverage will be effective as of the date 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.
  - Please note enrollment in LTD coverage is mandatory as of the date you have completed 90 days of continuous employment if you are a Benefits-Eligible Employee who is also a member of Local 743.
- After the 31-day period described above, you may elect the Optional Plan (in lieu of the Base Plan), or waive coverage. However:
  - Enrollment into the Optional Plan will require Evidence of Insurability and will not be in force until approved by Sun Life. Sun Life will contact you with information regarding the Evidence of Insurability process.
  - You must be Actively at Work and not hospitalized or home confined due to illness when application for this coverage is made.

# PARTICIPATING IN LONG-TERM DISABILITY

## Cost of Coverage

You and the University share the cost of coverage. Premiums vary based on your annual Salary and whether you enroll in the Base Plan or Optional Plan. For full-time Benefits-Eligible Employees, the University pays the premium on the first \$14,000 of Salary. For part-time Benefits-Eligible Employees, the University pays the premium on the first \$7,000 of Salary. You, as the employee, pay the cost of LTD coverage you elect through after-tax payroll deductions.

For a current list of the rates, visit our website at:

[humanresources.uchicago.edu/benefits/healthwelfare/lifedisability/ltd/costs.shtml](https://humanresources.uchicago.edu/benefits/healthwelfare/lifedisability/ltd/costs.shtml) or contact the Benefits Office.

## Changing Your Coverage

You can change LTD coverage any time during the year.

- If you **change from the Optional Plan to the Base Plan**, the change in coverage will take effect on the date your change is made in Workday.
- If you **want to change from the Base Plan to the Optional Plan** (after the first 31-day election period described under “Eligibility”) you must complete 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 change in coverage will take effect on the date you return to active work.
- If you **want to waive coverage**, the change in coverage will take effect on the date your change is made in Workday.

## Maintaining 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 LTD coverage under the Plan will remain in place during 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.

For information regarding Short-Term Disability, please review University of Chicago Policy 513 at <https://humanresources.uchicago.edu/fpg/policies/500/p513.shtml>.

Academic employees are not eligible for short-term disability. Contact your department for more information.
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If you are not Actively at Work due an approved Family and Medical Leave (FMLA Leave), your coverage under the Plan will remain in place during your leave. If any portion of FMLA Leave is paid, your share of the benefit premiums will be paid through automatic payroll deductions. For unpaid FMLA Leave, you will be billed and must make payments for your share of the premiums on a monthly basis.

For information regarding Family and Medical Leave of Absence, please review University of Chicago Policy 522 at <https://humanresources.uchicago.edu/fpg/policies/500/p522.shtml>.

### **Personal Leave of Absence**

If you are not Actively at Work due an approved Personal Leave, your LTD coverage under the Plan will remain in place during your leave. You will be billed and must make payments for your share of the premiums on a monthly basis.

For information regarding a Personal Leave of Absence, please review University of Chicago Policy 508 at <https://humanresources.uchicago.edu/fpg/policies/500/p508.shtml>.

### **Military Leave of Absence**

If you are not Actively at Work due an approved Military Leave, your LTD coverage under the Plan will remain in place during your leave. You will be billed and must make payments for your share of the premiums on a monthly basis.

For information regarding a Leave of Absence for Active Military Service please review University of Chicago Policy 517 at <https://humanresources.uchicago.edu/fpg/policies/500/p517.shtml>.

### **When Coverage Ends**

Your Long-Term Disability coverage ends on 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.
- You stop paying direct billed premiums (see “Maintaining LTD Coverage During a Leave”).
- LTD coverage under the Plan ends.

### **Converting to an Individual Policy if LTD Coverage Ends (Conversion Privilege)**

If your LTD coverage under the Plan ends because of termination of your employment and you have been insured under the Plan for at least 12 consecutive months immediately before termination, you may convert the LTD coverage afforded under the group policy into an individual policy. You have 31 days following the date your coverage terminates to apply for LTD coverage under the conversion privilege. Evidence of Insurability is not required.

For more information on the conversion privilege please contact the Benefits Office or SunLife Assurance Company of Canada.

### **Exclusion**

No benefit is payable for any Total or Partial Disability that is due to:

- intentionally self-inflicted injuries.
- war, declared or undeclared, or any act of war.
- your active participation in a riot, rebellion or insurrection.
- your committing or attempting to commit an assault, felony or other criminal act.
- a pre-existing condition (a condition for which you received medical treatment, consultation, care or services, including diagnostic measures, or for which you took prescribed drugs or medicines). This exclusion will not apply if your disability begins later than 12 months (or 9 months for eligible Local 743 and Local 73 members) after your effective date of coverage.

### **Misstatement of Facts**

If relevant facts about you are not accurate:

- an equitable adjustment of premium will be made; and
- the true facts will be used to determine if and in what amount insurance is valid under the Plan.

If the amount of benefit depends on your age, the benefit will be the amount you would have been entitled to if your correct age were known.

# HOW LTD WORKS

## Your Options

You have two options for coverage:

- Base Plan
- Optional Plan

The table below compares the coverage under each option.

Coverage	Base Plan	Optional Plan
<b>Amount of Benefit</b>	60% of your total monthly Salary, not to exceed the maximum monthly benefit, less other income benefits (e.g., workers' compensation, unemployment).	Same as the Base Plan
<b>Minimum Benefit</b>	\$100 or 10% of the gross monthly benefit (i.e., the monthly benefit before any reduction of other income benefits), whichever is greater.	Same as the Base Plan
<b>Maximum Benefit</b>	\$10,000 per month	\$20,000 per month
<b>Partial Disability Benefits</b>	Available if you are working and have Disability Earnings of more than 20% but less than 80% of your indexed total monthly Salary; and for the next 24 months, you, because of your injury or sickness, are unable to perform the material and substantial duties of your occupation. After 24 months, you will continue to qualify for this benefit if you are unable to perform with reasonable continuity any gainful occupation for which you are or become reasonably qualified for and you have Disability Earnings of less than 60% of your indexed total monthly Salary.	Available if you are working and have Disability Earnings of more than 20% but less than 80% of your indexed total monthly earnings; and you, because of your injury or sickness, are unable to perform the material and substantial duties of your occupation.
<b>Total Disability Benefit</b>	Available if you are not working or you are working but you are earning less than 20% of your indexed total monthly Salary; and for the next 24 months, you, because of your injury or sickness, are unable to perform the material and substantial duties of your occupation. After 24 months, you will continue to qualify if you are unable to perform with reasonable continuity any gainful occupation for which you are or become reasonably qualified.	Available if you are not working or you are working but you are earning less than 20% of your indexed total monthly Salary; and you, because of your injury or sickness, are unable to perform the material and substantial duties of your occupation.
<b>Inflation Protection</b>	None	As a cost of living adjustment, benefit payments are increased 5% a year, compounded annually. You are eligible on the first anniversary of your total disability benefit payments and each following anniversary thereafter, as long as you are receiving a total disability benefit.
<b>Survivor Benefit</b>	Pays a benefit, equal to 3 times your last gross monthly benefit, to your Surviving Dependents if you die after receiving LTD benefits for at least six consecutive months and you are eligible to receive a monthly LTD benefit.	Same as the Base Plan

# RECEIVING LTD BENEFITS

## Applying for Benefits

The insurance company SunLife Assurance Company of Canada determines whether you meet the disability definition and calculates the amount of the disability income payment in accordance with the terms of the group insurance policy. 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 Plan within 12 months after the date you are first unable to work on account of your disability.

There are three parts to the 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; or
- 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 Plan.

If you return to work after you have applied for benefits under the 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-day 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 the date you are unable to perform your job at the University for three months.

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 other income from 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 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 legal action.

## **When Benefits are not Payable**

The insurance company will deny an application for benefits under the 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.
- Active participation in a riot, rebellion or insurrection.
- Committing or attempting to commit an assault, felony or other criminal act.
- A pre-existing condition.

## **Continuation of University Benefits**

Even though you are not Actively at Work because you are disabled under the Plan, the University still treats you as an active employee for certain benefit purposes. This summary is subject to the terms of those plans and which are subject to change. Please see the documents governing these benefits for more information.

### **Health, Dental and Vision**

You may continue any health or dental and/or vision coverage you had immediately before your disability. During the annual Open Enrollment period, you can switch your plans and/or add eligible family members to your coverage(s).

### **Life Insurance**

You may continue the life insurance coverage you had immediately before your disability, subject to rate changes. You may not increase life insurance coverage while on LTD, but you may decrease it at any time. **NOTE: Your life insurance coverage ends if you are on LTD for 24 months or longer; however, you are eligible to convert the life coverage to an individual policy within 31 days after the life insurance coverage ends.** See the Group Life Insurance Summary Plan Description for more information.

### **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 LTD, but you may decrease it at any time.

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

### **CRP or ERIP**

If you were a participant in CRP or ERIP at the time you became disabled and begin receiving benefits under the Plan, the University will fund your mandatory contribution as well as continue to fund the required University contribution in accordance with the terms of CRP or ERIP, as applicable, subject to the terms of those plans.

### **Education Assistance Benefits**

Generally, for the duration of the long-term disability leave, you remain eligible for education benefits to which you were eligible at the onset of disability. See the Educational Assistance Plan for specific information on the impact of disability of education assistance benefits.

### **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 wages 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.

If you are receiving benefits under the 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.

## **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 subject to any transition to work program as determined by the group long term disability insurance contract.

### **Re-Employment at the University**

Under University policy, employees not Actively at Work who are receiving LTD benefits under the 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 6 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 and will be subject to the maximum benefit for that claim. 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.

<b>Age When Disability Starts</b>	<b>Maximum Duration of Benefits</b>
Under 60	Age 65, but not less than 60 months
60	60 months
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 You Die**

If you die while receiving benefits under the Plan and have been disabled for at least 180 consecutive days **before** your death, your Surviving Dependent(s) will receive a survivor benefit. The survivor benefit is three times your last gross monthly benefit (i.e., before other income benefits 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 your Surviving Dependent children. If there are no such individuals, the payment will be made to your estate. 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 such action will be void and of no effect.

### **Notice of Claim Decision and If Your Claim is Denied**

A written notice of decision on a claim will be sent within a reasonable time after the insurance company receives the claim but not later than 45 days from 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 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.
- A discussion of the decision, including any reasons for disagreeing with the views and determinations presented.
- Any internal rule, guideline, protocol, or other similar criterion relied upon in denying the claim for disability benefits.
- A statement of your rights to receive certain information from the Plan.

A written notice of decision on the review of your denied claim will be sent within a reasonable time after the insurance company receives the request but not later than 45 days from the date you submitted the request. However, in special circumstances, the insurance company may need more time (up to another 45 days) to make a determination on review. 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.

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

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 must be sent within 180 days after you receive the denial notice.
- Include additional documentation, comments and reasons why you think your application should not have been denied.
- Request copies of the legal Plan document and other documents concerning your application for your review.

The insurance company will provide you with a written or electronic notification of its 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.

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

insurance company. An action cannot be brought against the insurance company unless it is done within the earlier of three years from the time when proof of long-term disability is required by the group policy or two years from the date you receive final notice of the denial of your appeal. You must exhaust the claims and review procedures described above before you may bring a legal action relating to the Plan.

### **Your ERISA Rights and Protections**

As a participant in this Plan, you are entitled to certain rights and protections under the Employee 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 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 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.

### **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. 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 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 this 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.

## **Plan Benefits Provided by**

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

This benefit is provided under a Group Contract underwritten by the Sun Life Insurance Company of America and provides insured benefits under The University of Chicago Group Life and Disability Plan. 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.

## **Other Plan Information**

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

<b>Plan Name</b>	The University of Chicago Long-Term Disability Plan
<b>Plan Funding and Administration</b>	Through premiums paid by the University and employees. The University has an insured contract with Sunlife Assurance Company of Canada.
<b>Employer, Plan Sponsor &amp; Administrator</b>	The University of Chicago 6054 S. Drexel Chicago, IL 60637 Email: <a href="mailto:benefits@uchicago.edu">benefits@uchicago.edu</a>
<b>Agent for Service of Legal Process</b>	<b>For the University:</b> The University of Chicago Office of Legal Counsel 5801 S. Ellis Avenue Chicago, IL 60637 Attn: Vice President and General Counsel
<b>Plan Year</b>	January 1 to December 31
<b>Type of Plan</b>	Welfare (disability)
<b>Employer Identification Number</b>	36-2177139
<b>Plan Number</b>	509

## GLOSSARY

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<b>Actively at Work</b>	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.
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<b>Beneficiary</b>	The person you select to receive your benefits when you die.
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<b>Benefits-Eligible Employee</b>	<p>Generally, you are a Benefits-Eligible Employee if you are a common-law employee of the University and:</p> <p><b>Full-time:</b> you are scheduled to work at least 35 hours per week.</p> <p><b>Part-time:</b> you are scheduled to work 20 - 35 hours per week.</p> <p>You are not Benefits-eligible if you are scheduled to work fewer than 20 hours per week or if your position is expected to exist less than one year.</p>
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<b>Conversion Period</b>	The 31 days during which you can apply to convert your LTD insurance coverage under the University Plan to an individual policy.
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<b>Domestic Partner</b>	<p>Two individuals of the same sex 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 on or before December 31, 2016.</p> <p>A person shall cease to be a Domestic Partner upon the earlier of the date on which (i) you or your Domestic Partner terminates a domestic partner registration on file with the University, (ii) a Domestic Partner no longer meets the criteria required for domestic partnership registration as determined by the Plan Administrator, or (iii) the University terminates its domestic partner benefit program.</p>
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<b>Disability Earnings</b>	The employment income you receive while Partially Disabled or you receive while participating in an approved rehabilitation program. Disability Earnings does not include income you receive from work performed prior to your Total or Partial Disability, nor income that is not derived from work performed.
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<b>Partially Disabled</b>	<b>Base Plan:</b> During the 90 day waiting period and the next 24 months, you, because of injury or sickness, are unable to perform the material and substantial duties of your own occupation and have Disability Earnings of less than 80% of your indexed total monthly Salary. After Total or Partial Disability benefits combined have been paid for 24 months, you will continue to be Partially Disabled if you are unable to perform with reasonable continuity any gainful occupation for which you are or become reasonably qualified for by education, training or experience and you have Disability Earnings of less than 60% of your indexed total monthly Salary.
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	<p><b>Optional Plan:</b> You, because of injury or sickness, are unable to perform the material and substantial duties of your own occupation and have Disability Earnings of less than 80% of your indexed total monthly Salary.</p>
<b>Salary</b>	University monthly wages including administrative supplements and clinical term allowances. Overtime pay, bonuses and other types of extra compensation are not included.
<b>Surviving Dependents</b>	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.
<b>Totally Disabled</b>	<p><b>Base Plan:</b> During the 90-day waiting period and the next 24 months, you, because of injury or sickness, are unable to perform the material and substantial duties of your own occupation. After Total or Partial Disability benefits combined have been paid for 24 months, you will continue to be Totally Disabled if you are unable to perform with reasonable continuity any gainful occupation for which you are or become reasonably qualified for by education, training or experience.</p> <p><b>Optional Plan:</b> You, because of injury or sickness, are unable to perform the material and substantial duties of your own occupation.</p>

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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, group policy, or legal plan document, 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 insurance contract.

Participating in this Plan does not guarantee employment.