



# **Supplemental Disability Insurance Benefit Program Summary**

**LANS**  
**Effective June 1, 2006**

**IMPORTANT**

This is a summary of highlights of the above-named Benefit Program, a component of the LANS Welfare Benefit Plan for Employees, ERISA Plan 501 ("Plan"). Receipt of this document and/or your participation in a Plan and any benefit programs under a Plan do not guarantee your employment or any rights or benefits under a Plan. LANS reserves the right to amend or terminate each Plan or any benefit program(s) under a Plan at any time. The Plan and the benefit programs referred to in this summary are governed by a Federal law (known as ERISA), which provides rights and protections to Plan participants and beneficiaries.

For more information on LANS benefit programs, see the LANS Welfare Benefit Plan for Employees Summary Plan Description, available from the Los Alamos National Security (LANL) Benefits Office at (877) 667-1806 or (505) 667-1806.

## **Foreword**

The LANS Supplemental Disability Insurance Benefit Program is designed to protect you against a Total or Partial Disability which may adversely affect your earnings power.

Injuries and Sickness can prevent you from doing your job and result in loss of current income. A Total Disability can have serious financial consequences for you and your family.

The purpose of Benefit Program is to provide a partial income replacement benefit if you are unable to work due to a disability covered by the Benefit Program. It supplements the disability coverage available to you through the Short-Term Disability Insurance Benefit Program and provides coverage for disabilities that may have a long duration. Details of the Supplemental Disability Benefit Program can be found on the following pages.

The Supplemental Disability Insurance Benefit Program described here is fully governed by the terms and conditions of contracts between LANS and Liberty Life Assurance Company of Boston, and by the LANS Welfare Benefit Plan for Employees (Plan).

The benefits of Supplemental Disability Insurance Benefit Program are subject to change. LANS reserves the right to terminate or amend it at any time.

Contact the LANL Benefits Office for more information:

Los Alamos National Laboratory, LLC

LANL Benefits Office

P.O. Box 1663, Mail Stop P280

Los Alamos, NM 87544

(877) 667-1806 or (505) 667-1806

benefits@lanl.gov

LANL Benefits Website for Employees:

<http://int/lanl.gov/worklife/benefits/>

This Benefit Program is a part of the LANS Welfare Benefit Plan for Employees. In addition to the information contained in this Benefit Program Summary, the LANS Welfare Benefit Plan for Employees Summary Plan Description (LANS SPD) contains important information about your LANS welfare benefits. This Benefit Program is a part of the LANS Summary Plan Description (“SPD”).

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## **Section I – Basic Information About This Benefit Program**

The intent of this Benefit Program Summary is to provide you with a brief, non-technical explanation of your benefits under Short-Term Disability and Supplemental Disability. Coverage under the Supplemental Disability Insurance Benefit Program supplements the automatic coverage provided by the Short-Term Disability Insurance Benefit Program.

Words that are capitalized have a technical meaning and are described in the Glossary at the end of this Benefit Program Summary. The terms “the Benefit Program” and “this Benefit Program” are generally used in this Benefit Program Summary to describe the Supplemental Disability Insurance Benefit Program.

Please refer to LANS SPD for additional information.

## Eligibility

You are eligible to enroll in this Plan if you meet the following criteria:

- are appointed to work one year or more; and
- are appointed to work 50% time or more; and
- hold one of the following appointment types:
  - regular full time (100%),
  - regular part time (20 or more hours per week),
  - limited-term full time (100% time),
  - limited-term part time (20 or more hours per week),
  - post doc full time (100%),
  - post doc part time (20 or more hours per week),
  - graduate research assistant (GRA) full time (100%),
  - graduate research assistant (GRA) part time (20 or more hours per week),
  - undergraduate student (UGS) full time (100%), or
  - undergraduate student (UGS) part time (20 or more hours per week); and
- maintain regular paid time equal to 17.5 hours or more per week.

Certain employment actions may affect your continuing eligibility for this Benefit Program. See EMPLOYMENT ACTIONS THAT AFFECT COVERAGE described in Section 5 of this booklet for details.

## Monthly Cost

You pay the full cost of monthly premiums for the Benefit Program. Your monthly cost for this plan is based on your age, salary rate, and the Waiting Period you select. To calculate the monthly cost, use the rate factors shown in the table below multiplied by your Monthly Covered Salary Rate up to \$14,286.\* This calculation is based on the full-time salary rate for your appointment and applies to both full-time and part-time Employees.

Use the Waiting Period you choose and your age as of January 1 of the current year (or your date of hire, whichever is most recent) to find the rate in this table (This table reflects 2006 rates; subsequent years' rates may change):

Age	Waiting Period			
	7 Days	30 Days	90 Days	180 Days
Under 35	0.0055	0.0020	0.0018	0.0007
35-39	0.0058	0.0022	0.0019	0.0009
40-44	0.0065	0.0028	0.0023	0.0014
45-49	0.0072	0.0033	0.0028	0.0018
50-54	0.0089	0.0041	0.0035	0.0027
55-59	0.0106	0.0059	0.0050	0.0044
60-64	0.0147	0.0097	0.0083	0.0079
65-69	0.0130	0.0076	0.0065	0.0058
70 & over	0.0099	0.0042	0.0036	0.0023

\*The maximum benefit under this plan is 70% of \$14,286 per month so there is no coverage for any Monthly Covered Salary Rate above \$14,286. If your Monthly Covered Salary Rate is higher than \$14,286 per month, use \$14,286.



**Premium Worksheet**

To calculate your monthly premium, use your age and Monthly Covered Salary Rate as of January 1 of the current year or your date of hire or plan enrollment, whichever is most recent.

- 1. Find the premium rate for your age and Waiting Period

\_\_\_\_\_
premium rate from table

- 2. Multiply the premium rate by your gross Monthly Covered Salary Rate up to \$14,286 per month. If your Monthly Covered Salary Rate is higher, use \$14,286.

\_\_\_\_\_
monthly covered
salary rate

- 3. This is your monthly premium for Supplemental Disability Insurance

\_\_\_\_\_
monthly premium

Example: Assume that you are 43 years old, have a gross Monthly Covered Salary Rate of \$3,458, and you select a 30-day Waiting Period.

Table with 2 columns: Description and Amount. Row 1: 1. Premium Rate for your age and Waiting Period \$0.0050. Row 2: 2. Your gross Monthly Covered Salary Rate x 3,458. Row 3: 3. Your total monthly cost \$17.29

**Premiums During A Benefit Period**

Your premium payments are waived during any period for which disability benefits are payable. If coverage is to be continued, premium payments may be resumed when you re-enroll following a period during which they were waived.

**Enrollment**

You may enroll in this Benefit Program during your "Period of Initial Eligibility" (PIE). Refer to the Effective Date Of Insurance and Delayed Effective Date For Insurance Section 2 of this Benefit Program Summary for additional details.

The LANL Benefits Office must receive your enrollment transaction by the end of your PIE. You may also have an additional PIE when you return to work, if you lose coverage during a leave without pay or certain other situations. Contact the LANL Benefits Office for more information.

**Late Enrollment**

If you do not enroll during your PIE and want to do so later or if you want to shorten your waiting period, you must apply to Liberty using an Evidence of Insurability Application.

In completing the Evidence of Insurability Application you must provide your full health history as requested on the form. At the time of application, Liberty may require a medical examination (at your expense) in addition to the information requested on the form.

Application for coverage by Evidence of Insurability is a special administrative process and processing time will vary depending on the timeliness and availability of information Liberty needs to determine your eligibility for coverage. If you have questions regarding the status of your Application you may contact Liberty directly at:

Liberty Life Assurance Company  
P.O. Box 1525  
Dover, NH 03820  
1-800-210-0268

If you are approved for coverage based on your Evidence of Insurability Application and later file a disability claim under the Benefit Program within two years of approval, Liberty will review your Application to determine whether the original medical history you submitted was accurate and complete. Liberty alone makes the decision to accept or deny Applications based on Evidence of Insurability.

**Effective Date**

Coverage becomes effective the first day you become eligible provided the enrollment transaction is received in the LANL Benefits Office within your PIE and you are in pay status as well as in Active Employment, based on your normally scheduled workday.

If you are on a paid leave for health reasons or any unpaid leave of absence on the normal effective date, new or increased coverage begins the day following the first full day you return to Active Employment, based on your normally scheduled workday. Refer to the Delayed Effective Date For Insurance provision in Section 2 of this Benefit Program Summary.

If you have applied for coverage by Evidence of Insurability and your Application is approved, your effective date will be the date Liberty approves the Application, provided you meet the Active Employment and pay status requirements above. You must also contact the LANL Benefits Office once Liberty approves your Application so premium contributions may begin.

You may defer the normal effective date of this Supplemental Disability coverage for up to six months by submitting a written request with your enrollment form during your PIE or with your Evidence of Insurability Application. The decision to defer the effective date of this coverage is irrevocable.

### **Waiting Period**

You may elect one of four Waiting Period options. The Waiting Period under the Short Term Disability Benefit Program will correspond with the option elected under this Supplemental Disability Benefit Program. For example, if you choose the 180 day Waiting Period you will not receive either Short Term Disability or Supplemental Disability benefits until you have satisfied the Waiting Period of 180 days. You may change to a longer Waiting Period at any time by submitting an enrollment form to the LANL Benefits Office. However, you may apply for a shorter Waiting Period only by completing an Evidence of Insurability Application. Liberty will decide whether or not your Waiting Period may be shortened based on medical evidence concerning your health.

The period for which a benefit is payable will begin on the later of:

A. the completion of the chosen Waiting Period listed below:

Option 1: on the 8<sup>th</sup> day of continuous Total Disability or Partial Disability resulting from Injury or Sickness.

Option 2: on the 31<sup>st</sup> day of continuous Total Disability or Partial Disability resulting from Injury or Sickness.

Option 3: on the 91<sup>st</sup> day of continuous Total Disability or Partial Disability resulting from Injury or Sickness.

Option 4: on the 181<sup>st</sup> day of continuous Total Disability or Partial Disability resulting from Injury or Sickness.

- B. exhaustion of accrued sick leave up to 22 working days/ 176 hours (prorated for part-time Employees). This includes any sick leave accrued before or after your last day at work while still on pay status and before benefits begin (see Note below); or
- C. the day earnings cease.

**Note: If you choose to use additional sick leave days or other salary continuance for which you are eligible, your benefits will begin after your earnings cease, if you have satisfied your Waiting Period.**

If you elect not to use sick leave you have left beyond the required 22 working days/176 hours, and then decide at a later date to use your remaining sick leave or accrued vacation leave, you must contact Liberty so they can temporarily suspend your benefits to avoid an overpayment on your claim. Also, department approval is required for any use of accrued sick or vacation leave.

After you begin your Waiting Period, if you return to work for a consecutive number of days equal to 20% or less of your Waiting Period, you will retain credit for the earlier period if you are Totally Disabled again for the same condition.

Example: You have a 7-day Waiting Period. You satisfy 5 days of the Waiting Period and then return to your normal pre-disability schedule for 1 day. (1 day = 14% of your 7-day Waiting Period). You become Totally Disabled again due to the same condition. In this situation, you will only need to satisfy 2 more days of your Waiting Period because you are given credit for the earlier 5 days satisfied.

If you return for more than 20% of your Waiting Period, and again become Totally Disabled due to the same condition, you will be required to restart the entire Waiting Period.

**SUPPLEMENTAL DISABILITY, Short Term Period (First 12 Months Of Benefits)**

For all nonwork-related claims the Short Term Disability Benefit Program pays part of your benefit. For work-related claims, the Supplemental Disability Benefit Program pays benefits in coordination with your Workers' Compensation benefits, and other benefits from other income, if any.

The **Amount of Supplemental Disability, short term period insurance benefits** will be the lesser of:

- (a) 70% of your Eligible Earnings; or
- (b) 70% of your Eligible Earnings less benefits from other income listed in Section 3 of this booklet; or
- (c) the maximum Monthly Benefit of \$10,000.

The **Maximum Benefit Period for Supplemental Disability, short term period insurance benefits** for any one Total Disability will end on the earliest of:

- (a) the end of your Total Disability; or
- (b) the end of your 52<sup>nd</sup> week of Total Disability for which a benefit is payable.

**SUPPLEMENTAL DISABILITY, Long Term Period (After 12 Months Of Benefits)**

To be eligible for further benefits under the Supplemental Disability Benefit Program, continuing Total or Partial Disability is redefined in a long-term disability context. To be sure you are eligible for Supplemental Disability benefits, refer to the Glossary, for a complete definition of Total Disability from the 13<sup>th</sup> month of disability onward.

The **Amount of Supplemental Disability, Long Term Period, Insurance Benefits** will be the lesser of:

- (a) 50% of your Eligible Earnings; or
- (b) 70% of your Eligible Earnings less benefits from other income listed in Section 3 of this booklet; or
- (c) the maximum Monthly Benefit of \$10,000

The minimum Monthly Benefit during the period is \$100.

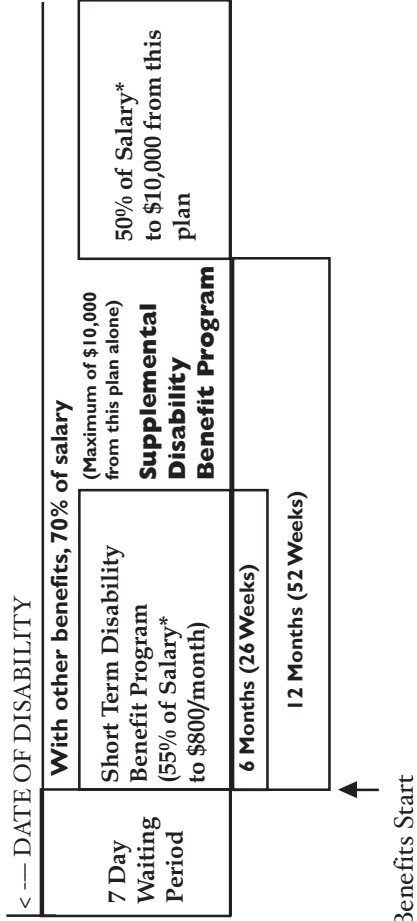
The **Maximum Benefit Period For Supplemental Disability, Long Term Period, Insurance Benefits** will end when you reach age 65, unless the following exceptions apply:

<b>Age At Disability</b>	<b>Maximum Benefit Period</b>
Less than age 60	to age 65, but not less than 5 years
60 through 69	the lesser of 5 years or to age 70
70 and over	1 year

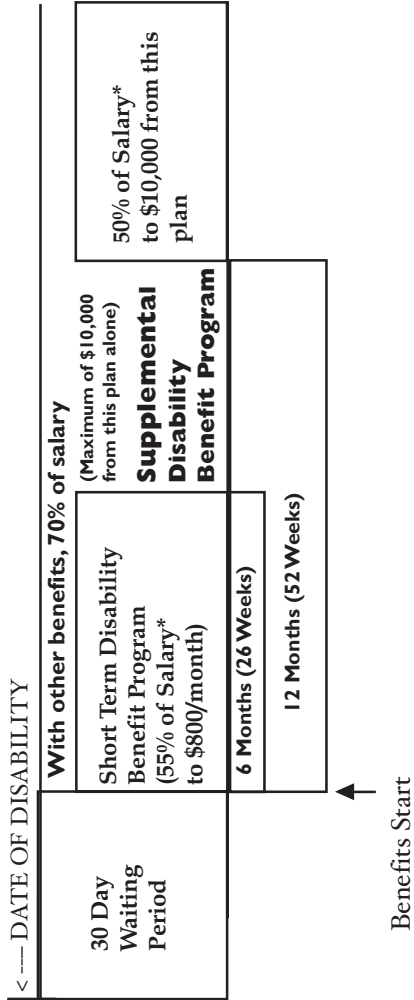
However, the Long Term benefit will be extended beyond the end of your maximum benefit period if you attain the age specified in the Long Term benefit duration while disabled and have not received 12 monthly Long Term benefit payments. In this event, the Long Term benefit period will be extended during the continuance of your Total Disability until 12 monthly payments have been paid.

**Please refer to benefit charts on the following pages.**

**Short Term Disability and Supplemental Disability Benefit Programs**

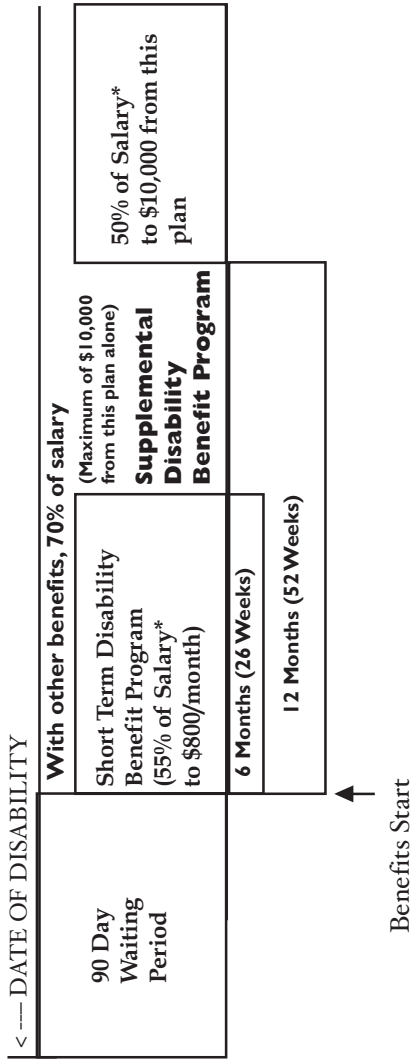


**Short Term Disability and Supplemental Disability Benefit Programs**

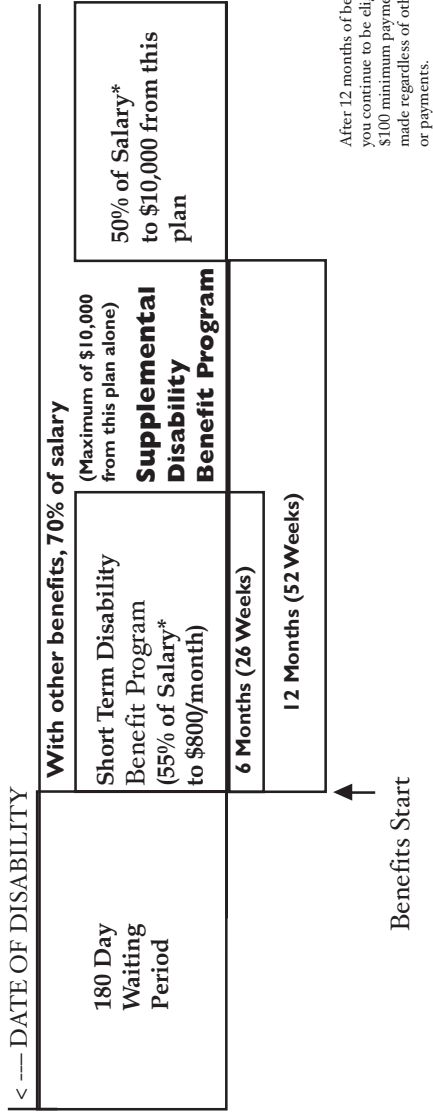




### Short Term Disability and Supplemental Disability Benefit Programs



## Short Term Disability and Supplemental Disability Benefit Programs



After 12 months of benefits, if you continue to be eligible, a \$100 minimum payment will be made regardless of other benefits or payments.

Note: Your disability benefits may not start after the end of your plan waiting period if you choose to use more accrued sick leave or salary continuance.

\* Salary means **Eligible Earnings** - See your plan booklet under GLOSSARY.

**Short Term and Supplemental Disability Benefit Programs  
Use of Sick Leave**

Example 1: You have 24 hours of sick leave at time of disability and have a 30-day plan waiting period.

S/L – Sick Leave  
LWOP – Approved Leave  
without Pay

	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>SA</b>	<b>SU</b>
Date of Disability →	1	2	3	4	5	6	7
WEEK 1	S/L 1	S/L 2	S/L 3	LWOP	LWOP		
WEEK 2	LWOP	LWOP	LWOP	LWOP	LWOP	13	14
WEEK 3	LWOP	LWOP	LWOP	LWOP	LWOP	20	21
WEEK 4	LWOP	LWOP	LWOP	LWOP	LWOP	27	28
WEEK 5	LWOP	LWOP	←	Waiting Period Satisfied & Disability Benefits Begin			

**Note:** These three examples assume a full-time, Monday through Friday, 40-hour work week. First two examples assume no regularly scheduled, paid holidays.

Waiting period satisfied by 30 calendar days.

**Short Term Disability and Supplemental Disability Benefit Programs Use of Sick Leave**

Example 2: You have 200 hours of sick leave at time of disability and have a 30-day plan waiting period.

S/L – Sick Leave  
LWOP – Approved Leave without Pay

Date of Disability	M	T	W	TH	F	SA	SU	
WEEK 1	1 S/L 1	2 S/L 2	3 S/L 3	4 S/L 4	5 S/L 5	6	7	
WEEK 2	8 S/L 6	9 S/L 7	10 S/L 8	11 S/L 9	12 S/L 10	13	14	
WEEK 3	15 S/L 11	16 S/L 12	17 S/L 13	18 S/L 14	19 S/L 15	20	21	
WEEK 4	22 S/L 16	23 S/L 17	24 S/L 18	25 S/L 19	26 S/L 20	27	28	
WEEK 5	29 S/L 21	30 S/L 22	← Waiting Period Satisfied & Disability Benefits Begin					

**Note:** These three examples assume a full-time, Monday through Friday, 40-hour work week. First two examples assume no regularly scheduled, paid holidays.

You have 24 hours of sick leave remaining

**Waiting period satisfied by both 22 sick leave days and 30 calendar days.**

### Short Term Disability and Supplemental Disability Benefit Programs Use of Sick Leave

Example 3: You have 200 hours of sick leave at time of disability and have a 30-day plan waiting period. Also, there is a 2-day regularly scheduled paid holiday (ex. Thanksgiving).

S/L – Sick Leave  
LWOP – Approved Leave without Pay

Date of Disability	M	T	W	TH	F	SA	SU
WEEK 1	1 S/L 1	2 S/L 2	3 S/L 3	4 S/L 4	5 S/L 5	6	7
WEEK 2	8 S/L 6	9 S/L 7	10 S/L 8	11 S/L 9	12 S/L 10	13	14
WEEK 3	15 S/L 11	16 S/L 12	17 S/L 13	18 S/L 14	19 S/L 15	20	21
WEEK 4	22 S/L 16	23 S/L 17	24 S/L 18	25 HOL	26 HOL	27	28
WEEK 5	29 S/L 19	30 S/L 20	1 S/L 21	2 S/L 22	← Waiting Period Satisfied & Disability Benefits Begin		

**Note:** These three examples assume a full-time, Monday through Friday, 40-hour work week. First two examples assume no regularly scheduled, paid holidays.

## **Section 2 – Effective Dates**

### **Effective Date Of Insurance**

Your insurance will be effective at 12:01 A.M. Standard Time in the governing jurisdiction on the day determined as follows, but only if your written Application for insurance is made with Liberty through LANS.

You will be insured for Supplemental Disability contributory insurance on the latest of these dates:

1. your Eligibility Date, if you complete an enrollment transaction during your Period of Initial Eligibility (PIE); or
2. the date Liberty gives its approval, if you:
  - a. apply after your PIE;
  - b. terminate your insurance while continuing to be eligible; or
  - c. apply for a shorter Waiting Period.

In the case of a., b., and c. above, you must submit an Evidence of Insurability Application to Liberty for approval and then complete the enrollment transaction with LANS. This will be at your expense.

### **Delayed Effective Date For Insurance**

The effective date of any initial, increased or additional insurance for you will be delayed if you are not in Active Employment because of injury or sickness. The initial, increased or additional insurance will start on the day following the date you complete one full day of active employment, based on your normally scheduled work day.



## **SUPPLEMENTAL DISABILITY, SHORT TERM PERIOD**

### **When is your short term benefit payable?**

When Liberty receives proof that you are Totally or Partially Disabled due to Injury or Sickness and require the regular attendance of a Physician, Liberty will pay you a bi-weekly benefit after the end of your Waiting Period. The benefit will be paid for the period of your Total or Partial Disability if you give to Liberty proof of continued (1) Total or Partial Disability; and (2) regular attendance of a Physician. The proof must be given upon Liberty's request and at your expense.

Liberty requires that you be under the direct and continuous care of a Physician who will provide medical documentation proving your continuous Total or Partial Disability. This Physician care should begin no later than 7 days following the date you are first unable to work on an Active Employment basis. Telephone contact with your Physician is not considered direct care or regular attendance of your Physician. See Glossary of this booklet for more information on the definition of Total Disability or Partial Disability.

For the purpose of determining Total or Partial Disability: (1) the Injury must occur and your disability must begin while you are insured for this coverage; and (2) disability which is the result of your Sickness must begin while you are insured for this coverage. In addition, a loss of a license for any reason does not, in itself, constitute Total Disability.

Your Monthly Benefit will not exceed the amount of insurance benefits nor be paid for longer than the maximum benefit period. The amount of insurance benefits and the maximum benefit period are shown in Section 1 – Basic Information About This Benefit Program.

### **Calculation Of Supplemental Disability Monthly Benefit, short term period (During The First 12 Months Of Benefits)**

To figure your Monthly Benefit:

1. multiply your Eligible Earnings by 70%.
2. take the lesser of:
  - a. the amount figured in step (1) above; or



- b. 70% of your Eligible Earnings less the benefits from other income shown below; or
- c. the maximum Monthly Benefit shown in Section 1 – Basic Information About This Benefit Program.

**Note: The Supplemental Disability Benefit supplements Workers' Compensation benefits ONLY if all sick leave and Extended Sick Leave is used up, not just the 22 working days/176 hour maximum required by this Benefit Program.**

**Benefits From Other Income (short term period)**

Benefits from other income are those benefits shown below and under "Lump Sum Benefit Payments" (Section 3):

- 1. any disability or Retirement Benefits for which you are eligible under Social Security; or
- 2. any other governmental program or coverage required or provided by statute; or
- 3. any designated wage replacement benefit paid under Workers' Compensation law or any other act or law of like intent; or
- 4. the amount of earnings you earn or receive from any form of rehabilitative employment or any other salary, wages, or payments except for Health Sciences Supplemental Income by LANS to you; or
- 5. Retirement Benefits under any Defined Benefit Retirement Plan for which a LANS Employee receives credit for LANS service; or
- 6. disability benefit from LANS Defined Benefit Eligible Disability Plan.

**Note: Liberty will not offset LANS sponsored group disability benefits available to certain Employees with respect to compensation that is not covered by LANS disability programs such as disability coverage of Health Sciences Supplemental Income.**

**Liberty will not offset your benefit with (a) any disability benefits from privately purchased individual disability insurance policies; or (b) Defined Contribution Plan benefits (DCP) such as TIAA-CREF, 401k plans and 403b plans through LANS and other employers.**

**Example Of Supplemental Disability Benefits, short term period**

A. You become disabled at age 35 and remain disabled for two months. You have no other benefits from other income except Short-Term Disability benefits.

- |   |            |          |
|---|------------|----------|
| 1. Monthly Eligible Earnings  | \$ 1,750   |          |
| 2. Monthly Supplemental Disability Income<br>(1 <sup>st</sup> 12 months-70% of \$1,750) | \$ 1,225   |          |
| 3. Benefit Period   | (2 months) |          |
| TOTAL SHORT TERM AND<br>SUPPLEMENTAL DISABILITY<br>BENEFIT (\$1,225 x 2 mos.)           |            | \$ 2,450 |

**Benefit Periods Less Than A Week**

For any period for which a Short Term benefit or a Supplemental, short-term period benefit is payable that does not extend through a full week, the benefit will be paid on a prorated basis. The rate will be 1/7<sup>th</sup> per day for such period of Total Disability.

**Termination Of Your Supplemental Benefit, short term period**

Your Monthly Benefit will cease on the earliest of (1) the date you are no longer Totally or Partially Disabled; or (2) the date you die; or (3) the end of your maximum benefit period; or (4) the date you begin work for another employer for wage or profit unless you are on approved Stay At Work/Return To Work (SAW/RTW) Status; or (5) for those on SAW/RTW Status, the date your current earnings while on SAW/RTW exceed 80% of your Pre-Disability Earnings; or (6) for those on SAW/RTW Status, the date your current earnings and benefits from other income exceed 100% of your Pre-Disability Earnings.

**SUPPLEMENTAL DISABILITY, LONG TERM PERIOD**

**When is your long term benefit payable?**

When Liberty receives proof that you are Totally Disabled due to Injury or Sickness and require the regular attendance of a Physician, Liberty will pay you a Monthly Benefit after you have exhausted the short term period of your Supplemental Disability benefits. The benefit will be paid for the period of your Total Disability if you give to Liberty proof of continued (1) Total Disability; and (2) regular attendance of a Physician. The proof must be given upon Liberty's request and at your expense.

Liberty requires that you be under the direct and continuous care of a Physician who will provide medical documentation proving your continuous Total Disability. Telephone contact with your Physician is not considered direct care or regular attendance of your Physician. See the Glossary of this booklet for more information on the definition of Total Disability.

Your Monthly Benefit will not exceed the amount of insurance benefits or be paid for longer than the maximum benefit period shown in Section 1 – Basic Information About This Benefit Program.

**Calculation Of Supplemental Disability Monthly Benefit, long term period (after 12 months of benefits)**

To figure your Monthly Benefit:

1. multiply your Eligible Earnings by 50%.
2. take the lesser of:
  - a. the amount figured in step (1) above; or
  - b. 70% of your Eligible Earnings less your benefits from other income shown below; or
  - c. the maximum Monthly Benefit shown in Section 1 – Basic Information About This Benefit Program.

**Benefits From Other Income (long term period)**

Your benefits from other income are those benefits shown below and under “Lump Sum Benefit Payments” (Section 3):

1. The amount for which you are eligible under:
  - a. Workers’ Compensation Law (temporary benefits)
  - b. occupational disease law;
  - c. any compulsory benefit act or law;
  - d. any other act or law of like intent.
2. The amount of any disability benefits which you are eligible to receive under:

- a. any other group insurance plan of LANS, excluding Accidental Death and Dismemberment (AD&D);
  - b. any governmental retirement system as a result of your job with LANS.
3. The amount of any benefits or Retirement Benefits you voluntarily elect to receive as retirement payment under LANS Retirement Plan;
  4. The amount of benefits you receive: (a) under any other disability plan, or (b) under any Defined Benefit Retirement Plan for which you receive credit for LANS service.
  5. The amount of disability and/or Retirement Benefits under the United States Social Security Act, the Canada Pension Plan, the Quebec Pension Plan, or any similar plan or act, which (a) you receive or are eligible for; and (b) your spouse, minor child or minor children\* receive or are eligible for because of your disability; or (c) your spouse, minor child or minor children\* receive or are eligible for because of your eligibility for Retirement Benefits.  
  
\*Liberty will not offset your disability benefit with any Social Security Benefits your child or children receive or are eligible for if the child or children are not living with you on a permanent basis.
  6. The amount of earnings you earn or receive from any form of employment or any other salary, wages or payments except for Health Sciences Supplemental Income by LANS to you.

**Note: Liberty will not offset for LANS sponsored group disability benefits available to certain Employees with respect to compensation that is not covered by LANS disability programs such as disability coverage of Health Sciences Supplemental Income.**

**Liberty will not offset your benefit with (a) any disability benefits from privately purchased individual disability insurance policies; or (b) Defined Contribution Plan benefits (DCP) such as TIAA-CREF, 401k plans and 403b plans through LANS and other employers.**

Benefits from other income, except Retirement Benefits, must be payable as a result of the same disability for which Liberty pays a benefit.

**Examples Of Supplemental Disability Benefits, Long Term Period**

A. You become disabled at age 35 and remain disabled until your death at age 60. You have no other benefits from other income except Short Term Disability benefits.

Monthly Eligible Earnings \$ 1,750

1st 12 months: Monthly Supplemental Disability Income (including 6 months of Short Term) equals 70% of \$1,750 \$ 1,225

13th month to death: Monthly Supplemental Disability Income equals (50% of \$1,750) \$ 875

Total Benefit Period (300 months)

TOTAL SUPPLEMENTAL DISABILITY BENEFIT (\$1,225 x 12 mos. + \$875 x 288 mos.) \$266,700

B. You become disabled at age 40 and remain disabled until your return to work at age 44. In addition to Supplemental Disability benefits, you have benefits from other income (\$1000/month) which start with the 13<sup>th</sup> month of disability.

1. Monthly Eligible Earnings \$ 3,000

1st 12 months: Monthly Supplemental Disability Income (including 6 months of Short Term) equals 70% of \$3000 \$2,100 (no other benefits from other income)

13th month to return to work: take the lesser of  
 1. 50% of \$3000 \$1,500  
 2. 70% of \$3000 minus benefits from other income (\$2,100-\$1,000) \$1,100

Monthly Supplemental Income, long term period, 48 months equals Total Benefit Period

TOTAL SUPPLEMENTAL DISABILITY BENEFIT (\$2,100 x 12 mos. + \$1100 x 36 mos.) \$ 64,800

C. You become disabled at age 71 and remain disabled until your death at age 76. In addition to Supplemental Disability benefits, you receive benefits from other income (\$3,500 per month) starting with the 13<sup>th</sup> month of disability. At age 71, your maximum long term benefit period after the short term period is 12 additional months.

Monthly Eligible Earnings \$ 5,000

1st 12 months: Monthly Supplemental Disability Income (including 6 months of Short Term) equals 70% of \$5,000 \$ 3,500  
(no other benefits from other income)

13th month to death: take the lesser of

1. 50% of \$5,000 \$ 2,500
2. 70% of \$5,000 minus benefits from other income \$ 100 (\$3,500 - \$3,500, but minimum benefit is \$100)

Monthly Supplemental Income, long term period, equals \$ 100

Total Benefit Period 24 months

TOTAL SUPPLEMENTAL DISABILITY BENEFIT (\$3,500 x 12 mos. + \$100 x 12 mos.) \$43,200

**Benefit Periods Less Than A Month**

For any period for which a Supplemental Disability benefit is payable during the long term period, that does not extend through a full month, the benefit will be paid on a prorated basis. The rate will be 1/30<sup>th</sup> per day for such period of Total Disability.

**Termination Of Your Supplemental Disability, long term period**

Your Monthly Benefit will cease on the earliest of (1) the date you are no longer Totally Disabled; or (2) the date you die; or (3) the end of your maximum benefit period; or (4) the date you begin work for another employer for wage or profit unless you are on approved SAW/RTW; or (5) for those on SAW/RTW Status, the date your current earnings while on SAW/RTW exceed 80% of your Pre-Disability Earnings; or (6) for those on SAW/RTW Status, the date your current earnings and benefits from other income exceed 100% of your Pre-Disability Earnings.

## **INFORMATION AFFECTING SUPPLEMENTAL DISABILITY BENEFITS**

### **Taxes On Benefits**

The Short Term Disability Benefit Program benefit is fully taxable. You may voluntarily elect to have Federal taxes deducted from your benefit checks by requesting and completing a Liberty tax withholding authorization form. If OASDI/Medicare has been deducted from your regular pay, it will be deducted from your Short Term Disability benefit check during the first six months following your date of disability. If OASDI/Medicare is not deducted from your regular pay, it will not be deducted from your Short Term Disability benefits.

The Supplemental Disability portion of your disability benefit is generally not taxable.

### **Cost Of Living Increases**

After the first deduction for each of your benefits from other income, your Monthly Benefit will not be further reduced due to any cost of living increases payable under the benefits from other income provision of this Benefit Program. This provision does not apply to increases received from any form of employment.

### **Social Security Benefits**

You must make application with the Social Security Administration for benefit payments under that plan when it is determined that the Total Disability will extend beyond a 12 month period. If you do not make application for Social Security disability benefits, your Supplemental Disability benefit may still be reduced by an estimated Social Security disability benefit amount.

If the application is denied by the Social Security Administration, LANS requires you to appeal the denial to the full extent afforded under the Social Security appeals process. If you do not appeal the denial, your benefit will still be reduced by an estimated Social Security Disability benefit amount.

In the event that Social Security disability benefits are awarded and the amount you are eligible to receive was overestimated by Liberty, you will be reimbursed for such amount.

### **Lump Sum Benefit Payments**

If you receive benefits from other income which are paid in a lump sum, such as a retroactive Social Security award or retroactive LANS Defined Benefit Eligible Disability Plan disability benefits, the benefits will be prorated on a monthly basis over the time period for which the sum is given or the maximum benefit period, whichever is less.

Benefits from other income treated as lump sum benefits include, but are not limited to, the following, with offsets to your Liberty benefit as noted:

1. Payout of Terminal Vacation Leave – if terminal vacation leave is paid out in a lump sum, it is not an offset for disability benefit purposes. If terminal vacation leave is paid out in periodic payments as regular pay, it is offset as any full or partial wage or salary payments or other payments by LANS would be.
2. Severance Pay (Executive, Staff, etc.) – offset in the month in which the severance payment is received.
3. Defined Contribution Retirement Plan benefits from a LANS-sponsored plan or from a plan sponsored by any other employer (e.g., TIAA-CREF) are not offset, whether paid by lump sum or by periodic payments.
4. Settlements are offset if they are paid as wage replacement or in lieu of wages.

In the event of a one-time payment under a special LANS program, such as any early retirement program or any other special program, LANS directions announced at the time of the special payment will apply.

### **RETURN TO WORK**

You are eligible for a number of Benefit Program features that will assist you in returning to work as soon as you are able. Liberty provides assistance with return to work through its own and LANS vocational rehabilitation staff. You may also work directly with your vocational rehabilitation and human resources staff to help you return to your previous job, a transitional work assignment, or a completely different position.



**Stay At Work/Return To Work (SAW/RTW)**

If you are Partially Disabled, SAW/RTW allows you to receive a Partial Disability benefit. This means that you may be able to stay at work part-time during an illness, return to work on a part-time basis following Total Disability or perform an alternate job at lesser earnings and still be eligible to receive a modified benefit. An alternate job at lesser earnings means a job where you might work as much as full-time but your earnings are equal to 80% or less than 80% of your Pre-Disability Earnings.

When Liberty receives proof that you are Partially Disabled from Injury or Sickness, they will pay you a SAW/RTW benefit after you have satisfied your Waiting Period. Your Waiting Period may be satisfied with any combination of Total or Partial Disability days. To receive SAW/RTW benefits, you must provide proof of continued Partial Disability and regular attendance of a Physician. In addition, your department or LANL Benefits Office will need to determine whether they can offer you a temporary alternative work schedule. While on SAW/RTW status, you are not required to pay the Supplemental Disability premium even though you are working part-time on LANS pay status.

Your SAW/RTW benefit will be calculated by taking your Pre-Disability Earnings, subtracting your earnings from Partial Disability employment and any benefits from other income, and then multiplying the result by 70%. In no case will the total benefits and other income exceed 100% of your Pre-Disability Earnings. Your SAW/RTW benefit will never exceed the maximum benefit as described in Section 1 – Basic Information About This Benefit Program. The SAW/RTW benefit may continue to age 65 or expiration of benefits, whichever comes first.

Contact your Liberty Mutual Case Manager for a SAW/RTW Status Application. This application must be submitted to Liberty and approved before you begin your modified/part-time assignment.

### **Successive Periods Of Disability**

If you return to work and become Totally or Partially Disabled again, you may qualify for a Successive Period of Disability. A "Successive Period of Disability" is a Total or Partial Disability which is related or due to the same cause(s) as a prior Total or Partial Disability for which a Monthly Benefit was payable.

#### **A. During the first 12 months of benefits:**

A Successive Period of Total or Partial Disability will be treated as part of your prior Total or Partial Disability if, after receiving Disability Benefits under this coverage, you (1) return to work for LANS on an Active Employment basis, based on your normally scheduled workday; and (2) in less than four consecutive weeks (based on your normally scheduled work week) after you return to work for LANS and while covered under this Benefit Program, you again become Totally or Partially Disabled due to the same or related cause as the prior Total or Partial Disability. Benefit payments will be subject to the terms of this coverage for your prior Total Disability. For example, if you normally work 8 hours a day, Monday through Friday each week, then you must be in Active Employment less than twenty consecutive 8-hour days to satisfy this requirement.

If you return to a job with LANS on an Active Employment basis for four consecutive weeks or more, the Successive Period of Disability will be treated as a new period of Total Disability. You must complete another Waiting Period.

#### **B. Beginning with the 13<sup>th</sup> month of benefits:**

A Successive Period of Total or Partial Disability will be treated as part of your prior Total or Partial Disability if after receiving Total Disability Benefits under this coverage, you (1) return to work for LANS on an Active Employment basis, based on your normally scheduled workday; and (2) in less than six consecutive months after you return to work for LANS and while covered under this Benefit Program, you again become Totally or Partially Disabled due to the same or related cause as the prior Total or Partial Disability. Benefit payments will be subject to the terms of this coverage for your prior Total or Partial Disability.

If you return to a job with LANS on an Active Employment basis for six consecutive months or more, the Successive Period of Disability will be treated as a new period of Total Disability. You must complete another Waiting Period.

**For All Successive Periods Of Total Disability**

You may take up to one-half day off per week, based on your normal work schedule, for routine follow-up appointments with your attending Physician without being required to restart the four-week period (with respect to A. above) or six-month period (with respect to B. above). However, if you take additional vacation, compensated time and/or sick leave before the completion of the four-week period (with respect to A. above) or six-month period (with respect to B. above), you will be required to restart this period.

If regular LANS holidays are scheduled during this period, they will not be counted as work-days nor will they be considered a reason to restart the four-week period (with respect to A. above) or six-month period (with respect to B. above). The balance of the period should be completed beginning with the first workday after the holiday. Changes to your work schedule made after the date of disability will not be considered a normal work schedule for this purpose.

If a later disability is due to an unrelated cause and you had returned to full-time Active Employment based on your normally scheduled workday, it will be considered a new disability and a new Waiting Period will apply.

If you become eligible for coverage under any other employer's group Disability coverage, this Successive Period of Disability provision will cease to apply to you.

## **Section 4 – Exclusions**

### **General Exclusions**

#### **Disabilities That Are Not Covered**

This plan will not cover any Total or Partial Disability due to:

1. war, declared or undeclared or any act of war;
2. intentionally self-inflicted injuries;
3. active Participation in a Riot;
4. your committing of or attempting to commit an indictable offense;
5. For Short-Term Disability Benefit Program benefits only, a Monthly Benefit will not be payable if you become Totally or Partially Disabled due to:
  - Injury that arises out of or in the course of employment; or
  - Sickness when a benefit is payable under a Workers' Compensation law, or any other act or law of like intent.

“Participation” in a riot shall include promoting, inciting, conspiring to promote or incite, aiding, abetting, and all forms of taking part in, but shall not include actions taken in defense of public or private property, or actions taken in defense of yourself, as long as such actions of defense are not taken against persons seeking to maintain or restore law and order including, but not limited to police officers and firemen.

“Riot” shall include all forms of public violence, disorder or disturbance of the public peace, by three or more persons assembled together, whether or not acting with a common intent and whether or not damage to persons or property or unlawful act or acts is the intent or the consequence of such disorder.

**Pre-Existing Condition Exclusion**

Short term period benefits (first 12 months) under the Supplemental Disability Benefit Program will not be subject to a pre-existing condition exclusion.

After 12 months of benefits, the Pre-Existing Condition Exclusion will apply to any long term period Sickness or Injury as follows:

If medical treatment (including examination, laboratory test, diagnosis and/or prescription) of any kind was prescribed for or rendered to or received by you during the 90 days immediately before the effective date of your coverage under the Supplemental Disability Benefit Program:

1. a period of Total or Partial Disability due to that Sickness or Injury that begins within 12 months of the effective date of your coverage under this Benefit Program will not be covered for long term period benefits; and
2. any later Total or Partial Disability considered a continuation of that period of Total or Partial Disability will not be covered.

For the purpose of this Pre-Existing Condition Exclusion, a Total or Partial Disability is considered a continuation of an earlier period of Total or Partial Disability if both are due to the same or related Sickness or Injury and are not separated by both:

- (a) your return to full-time Active Employment based on your normally scheduled workday, and
- (b) a continuous period of 90 days after your return to full-time Active Employment during which no medical treatment (including examination, laboratory test, diagnosis and/or prescription) of any kind was prescribed for or rendered to or received by you in connection with that Sickness or Injury.

If you are a former Employee and are re-hired by LANS within 120 days following your termination date and had been continuously insured under this plan for 12 consecutive months prior to your termination date, you will not be required to re-satisfy the Pre-Existing Condition Exclusion. If you are re-hired by LANS more than 120 days after your termination date, you will be considered a new Employee and will be required to re-satisfy the Pre-Existing Condition Exclusion.

### **Mental Illness And Substance Abuse Limitation**

The benefit for Disability due to Mental Illness and/or Substance Abuse will not exceed a combined period of 36 months of benefit payments while you are insured under this policy.

If you are in a Hospital or Institution for Mental Illness and/or Substance Abuse at the end of the combined period of 36 months, the Monthly Benefit will be paid during the confinement.

If you are not confined in a Hospital or Institution for Mental Illness and/or Substance Abuse, but are fully participating in an Extended Treatment Plan for the condition that caused Disability, the Monthly Benefit will be payable for up to a combined period of 48 months of benefits.

In no event will the Monthly Benefit be payable beyond the Maximum Benefit Period shown in

Section 1 – Basic Information About This Benefit Program.

**“Extended Treatment Plan”** means continued care that is consistent with the American Psychiatric Association’s standard principles of Treatment, and is in lieu of confinement in a Hospital or Institution. It must be approved in writing by a Physician.

**“Hospital”** or **“Institution”** means a facility licensed to provide Treatment for the condition causing your Disability.

**“Mental Illness”** means a psychiatric or psychological condition classified as such in the most current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) regardless of the underlying cause of the Mental Illness. If the DSM is discontinued, Liberty will use the replacement chosen or published by the American Psychiatric Association.

**“Substance Abuse”** means alcohol and/or drug abuse, addiction or dependency.

## **Section 5 – Termination Provisions**

### **End Of Your Insurance**

You will cease to be insured on the earliest of the following dates:

1. the date this Benefit Program terminates, but without prejudice to any claim originating prior to the time of termination;
2. the date you are no longer in an eligible class;
3. the date your class is no longer included for insurance;
4. the last day for which your required contribution has been made;
5. the date your employment terminates. Cessation of Active Employment will be deemed termination of employment, except the insurance will be continued for you if you were absent due to disability during your Waiting Period and the period during which premium is being waived. Refer to Employment Actions That Affect Coverage, which follows, for additional information.

Liberty reserves the right to review and terminate all classes insured under this Benefit Program if any class(es) cease(s) to be covered.

### **EMPLOYMENT ACTIONS THAT AFFECT COVERAGE**

#### **Termination Or Retirement**

If you leave or retire from LANS employment, your disability insurance coverage ends on your last day in Active Employment before your termination or retirement.

If you become Totally Disabled before you are laid off, terminate, or retire from employment, your eligibility to receive benefits will continue until your disability ends or until the maximum benefit period is reached, whichever occurs first, provided you were disabled while still in Active Employment and benefits have been approved.

Benefits are not payable for any period of time in which you are not normally scheduled to work. Benefits are not payable beyond the date of death.

**Reduction In Average Regular Paid Time**

After two consecutive months of insufficient average regular paid time (17.5 hours per week), coverage under this Benefit Program ends the first of the following month.

**Layoff Or Leave Of Absence**

If you are placed on temporary layoff or take an approved leave of absence without pay, coverage ends on the last day of Active Employment.

If you take a leave of absence with pay for non-health reasons, coverage may continue, subject to the required premium payments, for up to two years from the date the leave begins, as long as you meet the Eligibility requirements as stated in Section 1 of this booklet.

Coverage ends at the end of the 24<sup>th</sup> month or on the last day before a pay period in which any of these conditions is unmet. You must submit a cancellation form to LANL Benefits Office to stop premium deductions by the 25<sup>th</sup> month of your leave.

**Sabbatical**

If you are on paid sabbatical leave, your payroll deductions for Supplemental Disability, and LANS contribution for Short Term Disability, will continue. You will be covered for disabilities beginning during this leave. If you are on sabbatical leave and your average regular paid time goes below 17.5 hours, you may continue coverage during this sabbatical by paying your regular Supplemental Disability premium directly to the Benefits Office. Your LANS contribution for your Short Term Disability coverage will continue. If you do not pay the Supplemental Disability premium, you will not have Supplemental Disability coverage. You will only have Short Term Disability coverage.

Benefits are based on your full pay before your sabbatical leave begins. (Salary or pay used to determine benefits is defined under "Eligible Earnings" in the Glossary.) If your sabbatical is preceded or followed by an approved leave of absence without pay, contact your Benefits Representative for more information.



## **Section 6 – General Provisions**

This Benefit Program Summary is intended to outline the principal features of the Supplemental Disability and Short Term Disability Benefit Programs. The statements made in this summary are subject to the terms of the policy (between LANS and Liberty Life Assurance Company of Boston) and to the LANS Welfare Benefit Plan for Employees.

### **Effect Of Statements Made In Your Application For Coverage**

In the absence of fraud, all statements made in any signed Application are considered representations and not warranties (absolute guarantees).

No representation by LANS in applying for this Benefit Program will make it void, unless the representation is contained in the signed Application.

No representation by you, in applying for any contributory insurance under this Benefit Program, will be used to reduce or deny a claim unless you are given a signed (your signature) copy of the Application for insurance, or Evidence of Insurability form.

### **The Authority For Interpretation Of This Plan**

Liberty shall possess the authority, in its sole discretion, to construe the terms of this Benefit Program and to determine benefit eligibility hereunder. Liberty's decisions regarding construction of the terms of this Benefit Program and benefit eligibility shall be conclusive and binding.

### **Contesting The Plan**

The validity of this Benefit Program shall not be contested, except for non-payment of premiums, after it has been in force for two years from the date of issue. The validity of this Benefit Program shall not be contested on the basis of a statement made relating to insurability by you after such insurance has been in force for two years during your lifetime, and shall not be contested unless the statement is contained in a written instrument signed by you.

### **Filing A Claim**

Written notice of your claim must be given to Liberty within 30 days of the date of the loss on which your claim is based, if that is possible. If that is not possible, Liberty must be notified as soon as it is reasonably possible to do so. You may obtain claim forms from the LANL Benefits Office. You should protect your rights by filing your claim with Liberty promptly at the address shown on the claim form.

### **Proof Of Claim**

Proof of your claim must be given to Liberty. This must be done no later than 30 days after the end of your Waiting Period unless it is not reasonably possible to furnish such proof within such time.

Such proof must be 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.

It is your responsibility to give Liberty the required Objective Medical Evidence (proof) to verify your continuous Total Disability. You must also provide vocational and other information necessary for the evaluation of your claim for benefits. You cannot receive benefits without providing this information. In cases where medical evidence is not conclusive, Liberty may require additional records, tests, or examinations in order to pay benefits.

Objective Medical Evidence substantiating your continued Total Disability and regular attendance of a Physician must be given to Liberty within 30 days of the request for the proof. The proof must cover, when applicable (a) the date your Total Disability started; (b) the cause of your Total Disability; and (c) the degree of your Total Disability.

You will receive notification from Liberty within 5 calendar days of their receipt of a **complete claim** indicating whether you will receive benefits under the Benefit Program. A complete claim consists of a completed Employee Statement, Attending Physician's Statement, and LANS Statement. If Liberty needs more time to make a determination, you will be notified of the reasons within 45 days.

### **Payment Of Claim**

When Liberty receives proof of your claim that it determines is satisfactory, the benefit payable under this Benefit Program may be paid at least monthly, depending on the coverage for which your claim is made, during any period for which Liberty is liable. Any balance remaining unpaid upon the termination of the period of liability will be paid immediately upon receipt of due written proof.

The benefit is payable to you. But, if a benefit is payable to your estate, or if you are a minor, or you are not competent, Liberty has the right to pay up to \$2,000 to any of your relatives or any other person whom Liberty considers entitled thereto by reason of having incurred expense for your maintenance, medical attendance or burial. If Liberty, in good faith, pays the benefit in such a manner, Liberty will not have to pay such benefit again.

### **Liberty's Examination Rights**

Liberty, at its own expense, will have the right and opportunity to have you, whose Injury or Sickness is the basis of a claim, examined by a Physician or vocational expert of its choice. This right may be used as often as is reasonably required.

To obtain factual information regarding your claim, Liberty may arrange to interview you personally. Liberty cannot approve a claim without the Objective Medical Evidence and vocational information necessary to evaluate your continuous Total or Partial Disability.

### **Claim Denials**

In the event that your claim is denied, either in full or in part, Liberty will notify you in writing within 45 days after the date your claim is first filed with Liberty. If more time is required by Liberty to make a decision, you will be notified of the reasons for the delay before the end of the 45-day period. Liberty may extend the decision-making period for up to 30 days. If additional time is needed, Liberty may extend the decision-making period for an additional 30 days. You will be notified of the second extension before the end of the first extension period. The notice of extension may include a request for additional information from you. You must provide the requested information to Liberty within 45 days. Liberty's 30-day extension period will begin when you respond to the request for additional information.

Liberty's notice of denial shall include:

1. the specific reason or reasons for denial with reference to those policy provisions on which the denial is based;
2. a description of any additional material or information necessary to complete the claim and an explanation of why that material or information is necessary; and
3. the steps to be taken if you wish to have the decision reviewed.

Please note that if Liberty does not respond to your claim within the time limits set forth above, you should automatically assume that your claim has been denied and you should begin the appeal process at that time. However, failure to do so will not waive your right to appeal.

### **How To Appeal**

You, the claimant, or your authorized representative, may appeal a denied claim within 180 days after you receive Liberty's notice of denial. You have the right to:

1. submit a request for review, in writing, to Liberty;
2. review pertinent documents; and
3. submit issues and comments in writing to Liberty.

Liberty will provide notice of its decision within 45 days after the date you file the appeal with Liberty. Liberty may extend the decision-making period for up to 45 days if special circumstances require extra time. You will be notified of the extension prior to the end of the first 45-day period. Please refer to your LANS SPD for additional information.

### **Liberty's Rights Of Recovery**

If a benefit overpayment on any claim occurs, you will be required to reimburse Liberty within 60 days of such overpayment, or Liberty has the right to reduce future benefit payments until such reimbursement is received. Liberty has the right to recover such overpayments from you or your estate.

### **Timing Of Legal Proceedings**

You or your authorized representative cannot start any legal action until 60 days after proof of claim has been given nor more than three years after the time proof of claim is required.

## **Section 7 – Plan Administration**

Please refer to your LANS SPD for Plan Administration information.

Benefit Program benefits are provided under the terms of the Group Disability Insurance Policy No. GD/GF3-860-064939, hereinafter referred to as “the policy”, issued by Liberty Life Assurance Company of Boston, hereinafter referred to as “Liberty”, to the Employer as “Policyholder”.

### **Name And Address Of Plan Administrator:**

Benefits and Investment Committee  
TA-3 Building 261  
2nd Floor  
Los Alamos, NM 87545

Mailing Address:

Benefits and Investment Committee  
P.O. Box 1663, Mail Stop P280  
Los Alamos, NM 87544

### **Agent For Service Of Legal Process:**

Liberty Life Assurance Company of Boston  
Western Regional Claims Office  
2510 Dunlap Avenue  
Suite 300  
Phoenix, Arizona 85021-2732

Also, see your LANS SPD for additional information on Agent for Service of Legal Process

**Amendment Of Liberty's Policy:**

The policy may be changed in whole or in part by mutual agreement of LANS and Liberty. Only an Officer of Liberty can approve a change. The approval must be in writing and endorsed on or attached to the policy. No consent of any participant or any other person referred to in the policy(ies) shall be required to modify, amend, or change the policy(ies).

**Your Rights In The Event Of Policy Termination**

Termination of the policy under any conditions will not prejudice any payable claim which occurs while the policy is in force.

**Claim Fraud**

When filing a claim, it is fraudulent to knowingly provide false information or omit relevant facts. Criminal and/or civil penalties can result from such acts.

## Glossary

This section defines some basic terms needed to understand this plan.

**“Active Employment”** means you must be actively at work for LANS:

1. on a full-time or part-time basis and paid regular earnings;
2. for at least the minimum number of hours shown in Section 1 – Basic Information About This Plan; and either perform such work:
  - a. at LANS usual place of business; or
  - b. at a location to which LANS business requires you to travel.

You will be considered in Active Employment if you are actually at work on the day immediately preceding:

1. a weekend (except where one or both of these days are scheduled days of work);
2. holidays (except when such holiday is a scheduled work day);
3. paid vacations;
4. any non-scheduled work day;
5. a paid leave of absence, approved by LANS for which premium payments are made;
6. a paid sick leave.

**“Application”** is the document completed by you when applying for coverage.

**“Benefit Program”** means the Supplemental Disability Program.

**“Eligibility Date”** means the date you become eligible for insurance under this plan. Eligible Employees are described in Section 1 – Basic Information About This Plan.

**“Eligible Earnings” or “Pre-Disability Earnings”**

means the employee’s

(a) base salary; or

(b) in the case of any hourly-paid Employee, the amount of any base wages;

paid by LANS to the employees during the course of a Plan Year, excluding any supplements or differentials for overtime, bonuses or other special circumstances.

If you are a salaried Employee with a fixed appointment, your benefits will be based on your actual salary rate for the full calendar month just before the month disability starts.

For Employees with variable-time appointments, and those with hourly or positive time reporting, salary for benefits purposes is an average of the actual Eligible Earnings for the three (3) calendared months or six (6) full pay periods before the period in which the disability began, excluding furlough or approved leave without pay.

**“Employee”** means any person in Active Employment with LANS.

**“Evidence of Insurability”** means a statement or proof of your medical history upon which acceptance for insurance will be determined by Liberty.

**“Injury”** means bodily impairment resulting directly from an accident and independently of all other causes. Any Total or Partial Disability which begins more than 60 days after an Injury will be considered a Sickness for the purpose of determining benefits under this plan.

**“LANS”** is Los Alamos National Security, LLC

**“LANS SPD”** is the LANS Welfare Benefit Plan for Employees Summary Plan Description.



**“LANS Defined Benefit Eligible Disability Plan”** is the pre-retirement disability plan for eligible participants. You are eligible to participate in the plan only if:

- On May 31, 2006, you were employed by University of California (UC), and were an active member in the University of California Retirement Plan (URCP); and
- You have not retired from or elected inactive vested status in the UCRP; and
- On June 1, 2006, you joined LANS; and
- Prior to joining LANS, you elected Total Compensation Package 1 (TCP1).

**“Monthly Benefit”** means the amount payable to you if you are Totally Disabled. Benefits for Supplemental Disability Insurance coverage, short term period, are determined on a monthly basis and paid to you bi-weekly. Benefits for Supplemental Disability coverage, long term period, are determined and paid to you on a monthly basis.

**“Monthly Covered Salary Rate”** (for purposes of calculating premiums) means:

1. if you are working at 100% time, your Monthly Covered Salary Rate is the salary you are appointed to receive based on your appointment type payable through LANS.
2. if you work at less than 100% time, your Monthly Covered Salary Rate is the 100% time rate for your appointment type.
3. if you have a split appointment at different rates, your Monthly Covered Salary Rate is the one you would receive if working at 100% time in the appointment which has the highest 100% time salary rate.

The premium is adjusted each January 1 based on your age and salary as of that date.

**“Objective Medical Evidence”** means Proof of Disability documented by a Physician.

The proof must cover, when applicable:

- 1) The date disability started;
- 2) The cause of disability; and
- 3) The degree of disability.

The documentation should include, but is not limited to, objective medical tests, films/x-rays, Physician notes, and any medical information on the claimant’s situation.

**“Partial Disability”** or **“Partially Disabled”** means as a result of Injury or Sickness, you are:

1. able to perform one or more, but not all, of the material and substantial duties of your own or any other occupation on an Active Employment or part-time basis; or
2. able to perform all of the material and substantial duties of your own or any other occupation on a part-time basis.

**“Physician”** means a person who:

1. is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
2. is a licensed practitioner of the healing arts in a category specifically favored under the health insurance laws of the State where the policy is delivered and practicing within the terms of his or her license.

This does not include you or your spouse, daughter, son, father, mother, sister or brother.

**“Period of Initial Eligibility (PIE)”** means the 31 days from the date you become eligible for insurance under this plan.

**“Retirement Benefits”** when used with the term Retirement Plan, means money which:

1. is payable under a Retirement Plan either in a lump sum or in the form of periodic payments; and

2. is payable upon:
  - a. early or normal retirement; or
  - b. disability, if the payment reduces the amount of money which would have been paid under the plan at the normal retirement age.

**“Retirement Plan”** means a plan that provides Retirement Benefits to you and which is not funded wholly by your contributions. The term shall not include: a profit-sharing plan, informal salary continuation plan, registered retirement savings plan, 401(k) savings, 401(k) retirement plan, stock ownership plan, or a non-qualified plan of deferred compensation.

**“Short Term Disability Plan”** is the LANS-funded plan

**“Sickness”** means illness, disease, pregnancy or complications of pregnancy.

**“Supplemental Disability Insurance”** is the Employee-funded short-term and long-term disability plans.

**“Total Disability”** or **“Totally Disabled”** with respect to Supplemental Disability coverage, short term period, means you will be considered Totally Disabled when Liberty determines that all of these conditions are met:

For the first 12 months of Supplemental Disability benefits –

1. Due to a medically determinable physical or mental impairment resulting from a bodily Injury or disease, you are completely unable to perform any and every duty pertaining to your own occupation;
2. You are not working at any occupation for wage or profit; and
3. You are under the direct and continuous care of a Physician.

**“Total Disability” or “Totally Disabled”** with respect to Supplemental Disability coverage, long term period, means you will be considered Totally Disabled when all of these conditions are met:

From the 13th month of Supplemental Disability benefits onward –

1. Due to a medically determinable physical or mental impairment resulting from a bodily Injury or disease, you are completely unable to perform the material and substantial duties of any occupation for which you are reasonably fitted by your education, training or experience;
2. You are not working at any occupation for wage or profit; and
3. You are under the direct and continuous care of a Physician.

**Note: To obtain factual information regarding your claim, Liberty may arrange to interview you personally, and/or may arrange for you to be examined by a consulting Physician at Liberty’s expense. Liberty cannot approve a claim without the Objective Medical Evidence and vocational information necessary to evaluate your continuous Total or Partial Disability.**

**“Waiting Period”** means a period of consecutive days of Total or Partial Disability for which no benefit is payable. The Waiting Period is described in Section 1 – Basic Information About This Benefit Program. It begins on the first day of your Total or Partial Disability.



**SD 5/1/06**