



# **Insured Component Program Summary Plan Description Supplement**

(Effective: January 1, 2018)

**Basic Life Coverage  
Optional Employee Life Coverage  
Accidental Death & Dismemberment Coverage  
Dependents Life Coverage  
  
Long Term Disability Coverage**

## TABLE OF CONTENTS

	Page
OVERVIEW OF THE PROGRAM .....	1
INSURED PROGRAM AT A GLANCE – TYPES OF BENEFITS .....	2
Basic Life Coverage .....	2
Optional Life and AD&D Insurance Program .....	2
If You Become Totally Disabled – Waiver of Life Insurance Premium.....	4
The Accelerated Death Benefit.....	4
Disability Coverage.....	4
WHO IS ELIGIBLE .....	5
Full-Time Employees.....	5
Part-Time Employees .....	6
Additional Covered Classifications .....	7
Eligibility Exclusions .....	7
ELIGIBLE SPOUSES, SECOND DOMICILED ADULTS, AND DEPENDENTS .....	8
Dependents Life Insurance.....	8
ENROLLMENT.....	9
Basic Life Coverage .....	9
Optional Life and AD&D Insurance Program Coverage.....	9
Long Term Disability Coverage .....	10
Annual Enrollment .....	10
Coverage Changes During the Plan Year .....	10
PAYING FOR OPTIONAL COVERAGE.....	11
HOW BENEFITS ARE PAID .....	11
Naming a Beneficiary .....	11
No Surviving Beneficiaries.....	11
PARTICIPATION DURING A LEAVE OF ABSENCE.....	12
CONVERSION AND PORTABILITY OPTIONS .....	13
Converting Your Life Insurance Coverage to an Individual Policy .....	13
Portable Life Insurance.....	13
Converting Your Disability Coverage to an Individual Policy .....	13
TERMINATION OF COVERAGE .....	13
Termination of Employee Life Insurance and AD&D Coverage .....	13
Termination of Dependents Life Insurance Coverage .....	14
Termination of Long Term Disability Coverage.....	14

## TABLE OF CONTENTS

(continued)

	<b>Page</b>
CLAIMS PROCEDURES.....	14
Eligibility Decisions .....	14
Claims for Benefits – Life Insurance, AD&D, Dependents Life Insurance .....	15
Claims for Benefits – Long Term Disability .....	15
Requirement to Exhaust Administrative Procedures .....	15
ADMINISTRATIVE INFORMATION .....	16
Plan Administrator .....	16
Discretionary Authority for Claims .....	16
Right to Information .....	16
STATEMENT OF ERISA RIGHTS .....	16
Receive Information about the Program and Your Benefits.....	16
Prudent Actions by Program Fiduciaries .....	17
Enforce Your Rights .....	17
Assistance with Your Questions .....	17
GENERAL INFORMATION .....	18

## OVERVIEW OF THE PROGRAM

The certificates entitled “Liberty Mutual Insurance – Life Insurance Certificate of Coverage” (“Life Insurance Certificate”) and “Liberty Mutual Insurance – Disability Income Certificate of Coverage” (“Disability Certificate,” and together “Certificates”) describe the Group Life Insurance and Group Long Term Disability Insurance benefit options that DePaul University (“DePaul”) sponsors to protect you and your surviving dependents against financial loss should you become disabled or die. Specifically, the benefit options include Basic Life Coverage, the Optional Life and AD&D Insurance Program (including Optional Employee Life, Accidental Death & Dismemberment (“AD&D”) and Dependents Life Coverages) and Long Term Disability Coverage. The benefit options as set forth in the Certificates make up the Insured Component Program (“Insured Programs” or “Program”) described in this Summary Plan Description Supplement (“Supplement”). The Insured Component Program is offered under the DePaul University Health and Welfare Benefits Plan (“Plan”), sponsored by DePaul.

This Supplement and the Certificates constitute the summary plan description (“SPD”) for the Program. The Supplement is intended to clearly summarize a complex benefits Program, not to alter or modify the Program. If there are any inconsistencies between the Supplement and the Certificates, the actual terms of the Certificates will control. The SPD may be modified from time to time by a Summary of Material Modifications (“SMM”) that will be issued by DePaul. Any SMM related to the Program is considered to be part of this SPD. This SPD describes the Insured Programs coverage in effect on January 1, 2018. Please see the prior SPDs and SMMs for information concerning plan provisions prior to that date. Subsequent SPDs or SMMs will be provided to advise you of changes in the Insured Programs, as required by the Employee Retirement Income Security Act (ERISA).

Please read the information in this Supplement and the related Certificates carefully so that you will have a full understanding of your Insured Programs benefits. This Supplement includes summary information relating to:

- Who is eligible to participate in the Program
- How to enroll in the Program
- Benefits available under the Program
- When DePaul may amend or terminate the Program
- What rights you have under several federal laws
- Administrative information about the Program

# INSURED PROGRAM AT A GLANCE – TYPES OF BENEFITS

## **Basic Life Coverage**

DePaul provides Basic Life Coverage at no cost to you. Until you reach age 65, your Basic Life Coverage is equal to 1.5 times your annual base salary, but the amount of Basic Life Coverage cannot exceed \$300,000. Once you reach age 65, the factor applied to your annual base salary to determine the amount of your Basic Life Coverage will be reduced, and the maximum benefit will be limited as follows:

Attained Age on Last January 1	Coverage Amount	Maximum Payable
65 through 69	Annual Base Salary x 1.0	\$200,000
70 through 74	Annual Base Salary x 0.75	\$150,000
75 and over	Annual Base Salary x 0.50	\$105,000

You can find more details on the amount of your Basic Life Coverage in the ***Schedule of Benefits*** section of the Life Insurance Certificate.

## **Optional Life and AD&D Insurance Program**

You may want to purchase additional life insurance coverage for yourself, your spouse or Second Domiciled Adult (“SDA”), your eligible dependent child, or your SDA’s child. If you choose to purchase any of the benefits available under the Optional Life and AD&D Insurance Program, you will make premium payments through payroll deductions. A summary of the coverage available is provided below; however, you can find more details about the coverages available under the Optional Life and AD&D Insurance Program in the ***Schedule of Benefits*** section of the Life Insurance Certificate.

### ***Optional Employee Life Coverage***

You may elect Optional Employee Life Coverage for yourself in the amount of one, two, three, four or five times your annual base salary, but the amount of Optional Employee Life Coverage cannot exceed \$500,000. Refer to the ***Schedule of Benefits*** section of the Life Insurance Certificate for more information.

***Exclusions*** - No death benefit will be paid for Optional Employee Life Coverage if your death results from suicide. This exclusion applies to the amount payable that has not been continuously in effect for at least 2 years on the date of your death. See the ***Exclusions*** section of the Life Insurance Certificate for more information.

### ***Accidental Death & Dismemberment Coverage***

You may elect AD&D Coverage for yourself in the same amount as your Optional Employee Life Coverage (i.e., one, two, three, four or five times your annual base salary, not to exceed \$500,000). If you elect AD&D Coverage, you will be eligible to receive the following benefits if you sustain bodily injuries as the result of an accident, which result in a loss within 365 days after the date of the accident:

Type of AD&D Loss	Benefit Amount
loss of life	100% of coverage amount
both hands or both feet	100% of coverage amount
sight in both eyes	100% of coverage amount
one hand and one foot	100% of coverage amount

Type of AD&D Loss	Benefit Amount
one hand and sight in one eye	100% of coverage amount
one foot and sight in one eye	100% of coverage amount
speech and hearing in both ears	100% of coverage amount
one hand or one foot	50% of coverage amount
sight in one eye	50% of coverage amount
speech or hearing in both ears	50% of coverage amount
thumb and index finger of same hand	25% of coverage amount

**\*Note: loss of hands or feet means complete severance through or above the wrist or ankle joint; loss of sight, speech or hearing must be total and irrecoverable; and loss of thumb and index finger means that all of the thumb and index finger are cut off at or above the joint closest to the wrist (benefit is not payable if a benefit is payable for the loss of the same entire hand)**

<b>Additional Benefits</b>	
<b>If you sustain any AD&amp;D Loss described above, you will be eligible to receive an additional benefit if you meet the conditions described below.</b>	
<p><i>Seat Belt Benefit</i></p> <p>loss results from an accident in a private passenger motor vehicle, in which the following conditions are met:</p> <ul style="list-style-type: none"> <li>– the motor vehicle is licensed for use on public highways at the time of the accident;</li> <li>– you are wearing seat belt properly at the time of the accident; and</li> <li>– the two conditions listed above are evidenced by a police accident report.</li> </ul>	<p><i>Amount of Additional Benefit</i></p> <p>\$10,000</p>
<p><i>Transport Benefit</i></p> <p>loss of life results from an accident that occurs at least 200 miles from your principal residence</p>	<p><i>Amount of Additional Benefit</i></p> <p>expenses incurred for transportation of the body to a mortuary near your principal residence, up to \$5,000</p>

Refer to the **Schedule of Benefits** and **Insurance Benefits** sections of the Life Insurance Certificate for more information.

**Exclusions** – No AD&D benefit will be paid if your death or other loss is caused by:

- A disease or illness of any kind, including heart attack or stroke;
- Suicide or suicide attempt, while sane or insane;
- An intentionally self-inflicted injury, while sane or insane;
- War or act of war, whether declared or undeclared;

- Committing or attempting to commit a felony or misdemeanor;
- Active participation in a riot;
- Disease, bodily or mental illness (or medical or surgical treatment thereof);
- Infection, except septic infection of and through a visible wound;
- Serving full-time active duty in the armed forces of any country or international authority;
- Boarding, leaving, or being in or on any kind of aircraft (except as a fare-paying passenger on a commercial aircraft or as a passenger in an aircraft that is owned or leased by or on behalf of DePaul); or
- The voluntary use or consumption of a controlled substance, unless used or consumed according to the directions of a physician.

### ***Dependents Life Coverage***

You may elect Dependents Life Coverage for your spouse or SDA, your eligible dependent child, or your SDA's child in the amount of \$10,000 or \$20,000 for your spouse or SDA, and in the amount of \$5,000 or \$10,000 for your child or your SDA's child. Refer to the ***Schedule of Benefits*** section of the Life Insurance Certificate for more information.

### ***Evidence of Insurability***

You may need to provide Evidence of Insurability in order to obtain any of the coverages available under the Optional Life and AD&D Insurance Program. Refer to the ***Schedule of Benefits*** section of the Life Insurance Certificate for specific details regarding evidence of insurability requirements.

### ***Imputed Income***

Under current tax law, the value of life insurance coverage paid for by DePaul over \$50,000 is considered taxable income. The value of this taxable income is called "imputed income" and is determined using government data tables. Imputed income is included in your taxable income reported on each of your paychecks, and this taxable income is added to your W-2 form.

### **If You Become Totally Disabled – Waiver of Life Insurance Premium**

In certain circumstances, if you become Totally Disabled (as defined in the Life Insurance Certificate) you may be entitled to continue your Life Insurance coverage without paying the premium. Refer to the ***Insurance Benefits – Waiver of Premium for Total Disability*** section of the Life Insurance Certificate for more details concerning the premium waiver and the requirement to provide notice in the event you become Totally Disabled. Generally, proof of your Total Disability must be filed within 12 months from the date you become Totally Disabled.

### **The Accelerated Death Benefit**

In certain circumstances, you may elect to accelerate the payment of your Life Insurance benefits if you have a Terminal Condition (as defined in the Life Insurance Certificate). Refer to the ***Insurance Benefits – Employee Life Insurance Coverage*** section of the Life Insurance Certificate for more details.

### **Disability Coverage**

#### ***Short-Term Disability Coverage***

If you are an eligible full-time faculty or staff member and have completed six months of cumulative full-time service, DePaul provides short-term disability coverage at no cost to you. This coverage will provide you a biweekly benefit for up to 26 weeks, if you qualify to receive benefits under the DePaul Sick Time, Short and Long-Term Disability Policy ("Disability Policy"), according to the following schedule:

<b>Weeks of Disability</b>	<b>Percentage of Base Salary Paid to Employee</b>
1 – 2	100% (non-exempt employees must use accrued sick, vacation or floating holiday time for the first 10 days of an approved short-

	term disability leave; if no accrued time is available, then the first 10 days of short-term disability leave are unpaid).
3 – 14	100%
15 – 26	60%

After you have received short-term disability benefits for 26 weeks, you may be eligible to apply for long term disability benefits as described below. For more information about the eligibility, restrictions, conditions and benefits applicable to short-term disability coverage, you may access the Disability Policy online as follows:

- Go to the DePaul policy and procedures website at <http://policies.depaul.edu/>;
- Login using your myHR login and password; and
- Search for the Sick Time, Short and Long Term Disability policy.

Or, you may contact the Benefits Department for more information about short-term disability benefits.

### ***Long Term Disability Coverage***

If you are in an Eligible Class (as defined in the Disability Certificate), DePaul provides Long Term Disability Coverage at no cost to you. This coverage will provide you a monthly benefit if you remain Disabled (as defined in the Disability Certificate) after a certain period of time. Generally, you will be eligible for long term disability benefits if you remain Disabled from your own occupation after you have received short-term disability benefits from DePaul for six months. After you have received long term disability benefits for 24 months, you must be disabled from any occupation in order to continue to receive long term disability benefits. You can refer to the ***Definitions*** (“Disability” or “Disabled”, “Own Occupation” and “Any Occupation”), and ***Schedule of Benefits*** sections of the Disability Certificate for specific details on disability under the Program.

You can find specific details about the form and amount of the monthly benefit in the ***Schedule of Benefits*** and ***Disability Income Benefits*** sections of the Disability Certificate.

## **WHO IS ELIGIBLE**

To participate in the Insured Programs, you must satisfy the eligibility requirements (including the applicable minimum hourly requirement) described in the ***Schedule of Benefits*** section of the applicable Certificate. The Eligible Classes for the Insured Programs are active full-time employees, active part-time employees and certain members of a religious order, as described below. See the applicable Certificate sections for more details.

### **Full-Time Employees**

If you are a full-time employee, you generally will be eligible to participate in all of the coverage options offered under the Insured Programs as of the first day of the month that falls on or next follows the date on which you become a full-time employee, provided you meet the active work requirement under the applicable Certificate on the date you are to become eligible.

You are considered a full-time employee if you are in one of the following classifications:

#### ***Full-Time Employees***

You are a “full-time” employee if you are in:

- an **active staff member position** that is classified as full-time, and you are regularly scheduled to work at least 35 hours per week; or



- an **active faculty position** that is classified as full-time, you are under a contract or letter of appointment issued by the Office of the Provost, and you are scheduled to teach at least one course per academic year.

Note: If you are in an active faculty position, you will cease to be eligible for coverage under the Insured Programs if you terminate employment on or after June 30th of your contract year.

### ***Voluntary Reduced Work Time Arrangements***

If you transition to a voluntary reduced work time arrangement under DePaul's Voluntary Reduced Work Time Arrangement Policy you will remain eligible to participate in the Insured Programs, as long as you are regularly scheduled to work at least 17.5 hours per week.

### **Part-Time Employees**

If you are a part-time employee, you generally will be eligible to participate in all of the life insurance coverage options offered under the Insured Programs as of the first day of the month that falls on or next follows the date on which you are determined to be a benefits-eligible part-time employee, provided you meet the active work requirement under the applicable Certificate on the date you are to become eligible.

### ***Newly Hired Part-Time Employees***

When you are hired into a part-time employee classification, your eligibility will initially be determined based on the first 12 months in which you are employed by DePaul. The Office of Human Resources will review your hours of service during your initial 12 months of employment to determine if you meet the following requirements:

- For part-time faculty members, you are credited with the hours equivalent to a teaching load of at least six 4-credit hour courses (at least four courses for the Law School) during your initial 12 months of employment.
- For part-time staff members, you are credited with at least 1,000 hours of service during your initial 12 months of employment.

### ***Ongoing Part-Time Employees***

In addition to the initial eligibility determination made based on your initial 12 months of employment, the Office of Human Resources reviews benefits eligibility for ongoing part-time employees each October to determine eligibility for the following plan year. In order to be eligible for benefits in any plan year:

- For part-time faculty members, you must be credited with the hours equivalent to a teaching load of at least six 4-credit hour courses (at least four courses for the Law School) during the October 3 – October 2 timeframe immediately preceding the benefits eligible plan year.
- For part-time staff members, you must be credited with at least 1,000 hours of service during the October 3 – October 2 timeframe immediately preceding the benefits eligible plan year.

In determining whether a newly hired or ongoing part-time employee has been credited with the required minimum hours, the following rules will apply:

- For part-time staff members, hours worked in all part-time positions will be taken into account.
- During a period of time in which a part-time staff member is employed by DePaul but is not actively working, hours are credited based on the average hours worked during the remainder of the measurement period.
- For part-time faculty members, for every contact hour an employee has in a given week, DePaul will credit an additional four hours of non-contact service.
- During a quarter in which a part-time faculty member is employed by DePaul but is not teaching, hours are credited based on the average hours worked during the quarters taught in the measurement period.

## **Additional Covered Classifications**

### ***Members of a Religious Order Specified by DePaul***

Individuals who are members of a Religious Order specified by DePaul and who otherwise meet the requirements to be in an active staff member position or an active faculty position, as described above, are eligible to participate in the Insured Programs.

### ***Members of the Midwest Province of the Congregation***

Notwithstanding anything herein to the contrary, individuals who are members of the Midwest Province of the Congregation are eligible to participate only in the Long Term Disability Program offered under the Insured Programs.

### ***Grandfathered Group – Instructional Associates***

The Office of Human Resources maintains a list of individuals in the grandfathered group that was previously classified as instructional associates. If you are in this grandfathered group, you are eligible to participate in the Insured Programs, as long as you are scheduled to teach at least one course per academic year. You will be notified of your eligibility to participate in the Insured Programs by the Office of Human Resources.

### ***Active Temporary Full-Time Non-Exempt Staff Employees***

If you are an active temporary full-time (regularly scheduled to work at least 35 hours per week) non-exempt staff employee in a position lasting 6 continuous calendar months or less, you are eligible to participate in the Basic Life Coverage as of the first day of the month that falls on or next follows your date of hire, provided you meet the active work requirement under the applicable Certificate on the date you are to become eligible.

Throughout the SPD, references to “you,” “your” and “employee” generally include the individuals covered under these additional covered classifications.

## **Eligibility Exclusions**

You are not eligible to participate in the Insured Programs if you are:

- covered by a collective bargaining agreement;
- in a position classified as a student employee;
- an employee who has a non-U.S. home country or non-U.S. permanent residence, and you are employed in a position in a non-U.S. location;
- designated by DePaul to be an independent contractor (whether determined at a later date to be a common law employee or otherwise);
- a temporary or seasonal employee not specifically described above (except if you are a full-time grant employee and you otherwise meet the eligibility requirements, you will be eligible during the period you are covered by your grant);
- a leased employee;
- a full-time member of the armed forces of any country; or
- a non-U.S. citizen or non-U.S. legal resident.

Part-time employees are not eligible to participate in Long Term Disability Coverage. Active temporary full-time non-exempt staff employees are not eligible to participate in any of the coverages offered under the Optional Life and AD&D Insurance Program or in Long Term Disability Coverage.

See the Certificates for special eligibility rules that apply if you are rehired by DePaul.

## **ELIGIBLE SPOUSES, SECOND DOMICILED ADULTS, AND DEPENDENTS**

### **Dependents Life Insurance**

If you are an active full-time employee or an active part-time employee, you will be eligible to purchase Dependents Life Coverage on the later of the date you first become eligible to participate in the Insured Programs, or the date on which you first acquire a dependent. Active part-time employees who wish to purchase Dependents Life Coverage also must enroll in Optional Employee Life Coverage.

You may purchase Dependents Life Coverage on behalf of the following dependents, provided the dependent meets the requirements described below (and any additional requirements contained in the Life Insurance Certificate):

- your spouse or SDA,
- your child, and
- your SDA's child.

### ***Your Spouse***

For purposes of Dependents Life Coverage, your spouse is your legal spouse under federal law, including a spouse from whom you are separated under a legal separation decree. Your spouse does not include a person who is an eligible employee under the Life Insurance Program, or who is a full-time member of the armed forces.

### ***Your Second Domiciled Adult***

Your SDA may fall under one of two classifications: Related SDA or Unrelated SDA. The criteria for each of these classifications are explained below.

#### ***Related SDA***

An adult member of your household is a Related SDA if he or she:

- is your relative including your parent, son, daughter, grandchild, great grandchild, grandparent, great grandparent, brother, sister, half-brother, half-sister, uncle, aunt, nephew, niece, mother-in-law, father-in-law, step-parent, or step-child;
- is at least 18 years of age prior to the effective date of the coverage; and
- has shared your principal residence for at least the 6 months immediately prior to the effective date of the coverage.

#### ***Unrelated SDA***

An adult (same or opposite sex as you) member of your household is an Unrelated SDA if he or she:

- is not related to you in any way that would prohibit marriage;
- is not legally married to any person;
- is at least 18 years of age prior to the effective date of the coverage;
- has shared your principal place of residence for at least the 6 months immediately prior to the effective date of the coverage;
- has a close personal relationship with you (not a casual roommate or tenant) that you and the SDA intend to be permanent; and
- shares with you a mutual obligation of support and responsibility for each other's welfare.

In addition, your SDA does not include a person who is an eligible employee under the Life Insurance Program, or who is a full-time member of the armed forces.

Except as provided below, if you cancel coverage for your Unrelated SDA because you and your Unrelated SDA cease to satisfy the above criteria, or because your Unrelated SDA dies, you must wait 6 months before you may elect Dependents Life Coverage for a different Unrelated SDA.

Your Unrelated SDA also includes an individual with whom you have entered into a civil union, a registered domestic partnership, or an equivalent relationship that is recognized under applicable state law, as long as such relationship has not been dissolved under the state law of the state in which the relationship was initially recognized. If your Unrelated SDA is in one of the categories listed in this paragraph, the 6-month waiting period to enroll a different SDA (described above) will not apply in the event that your relationship with your Unrelated SDA is dissolved or your Unrelated SDA dies.

### ***Your Child or Your SDA's Child***

#### Dependents Life Coverage for Your Child, Your Spouse's Child or Your Unrelated SDA's Child

For purposes of Dependents Life Coverage, your child includes a natural-born child or an adopted child. Your child also includes any of the following children, as long as the child lives in your home: a stepchild, a child for whom you are the court-appointed legal guardian, or a child who is dependent on you for support and maintenance. Your child also includes your unrelated SDA's natural-born child, adopted child, stepchild, or a child for whom your unrelated SDA is the court-appointed legal guardian.

In addition, to be eligible for Dependents Life Coverage, the child must:

- be unmarried; and
- be under the age of 26, unless the child is continuously disabled (as defined in the ***Definitions*** section of the Life Insurance Certificate).

#### Dependents Life Coverage for Your Related SDA's Child

For purposes of Dependents Life Coverage, your Related SDA's child includes your Related SDA's natural-born child, adopted child, stepchild, or child for whom your Related SDA is the court-appointed legal guardian. In addition, to be eligible for Dependents Life Coverage, your Related SDA's child must:

- be unmarried;
- be under the age of 26, unless the child is continuously disabled (as defined in the ***Definitions*** section of the Life Insurance Certificate);
- share your principal place of residence for more than 6 months of the year (excluding temporary absences, such as for school); and
- receive more than one-half of his or her financial support from you or your Related SDA.

Dependents Life Coverage is available for your Related SDA's child only if you have elected Dependents Life Coverage for your Related SDA.

## **ENROLLMENT**

### **Basic Life Coverage**

You are automatically enrolled in the Basic Life Coverage as of the date on which you are eligible to participate in the Basic Life Coverage (as described above), provided you meet the active work requirement under the Life Insurance Certificate on the date your insurance coverage is to begin.

### **Optional Life and AD&D Insurance Program Coverage**

To participate in the Optional Life and AD&D Insurance Program (Optional Employee Life Coverage, AD&D Coverage and/or Dependents Life Coverage), you must complete an election for each coverage that you want to elect, within 31 days of the date on which you become eligible to participate or, in the case of Dependents Life Coverage, within 31 days of the date on which you acquire the new dependent.

You may be required to provide Evidence of Insurability if you elect Optional Employee Life or Dependents Life Coverage after the 31-day period, or if you elect Optional Employee Life Coverage in the amount of four or five times your annual base salary at any time.

You may elect Optional Employee Life Coverage and AD&D Coverage online through myHR. If you are an active part-time employee and you wish to elect Dependents Life Coverage, you must enroll in Optional Employee Life Coverage as well.

To elect Dependents Life Coverage for your spouse or your dependent child (not including an SDA's child), you must first add them as dependents online and submit supporting documentation through myHR. You will then be able to elect Dependents Life Coverage online through myHR.

To elect Dependents Life Coverage on behalf of your SDA and/or your SDA's child, you must first complete a *Second Domiciled Adult Affidavit of Eligibility*, which is available to download from the Human Resources website at <http://offices.depaul.edu/human-resources>. Once you have completed the *Second Domiciled Adult Affidavit of Eligibility*, you must upload it to myHR so that you may complete your enrollment of your SDA and/or your SDA's child.

The effective date of your coverage under the Optional Life and AD&D Program will depend on when you make your election to participate. Your Optional Employee Life Coverage, your AD&D Coverage, and your Dependents Life coverage will become effective as of the applicable date described in the ***Eligibility and Effective Dates – Effective Date for Insurance Benefits*** section of the Life Insurance Certificate.

If you are eligible to enroll in any of the benefit options offered under the Optional Life and AD&D Program, but you did not enroll in such options when first eligible, you must wait until the next annual enrollment period to begin participating in any of the benefit options (except under special circumstances described in the ***Coverage Changes During the Plan Year*** section below).

### **Long Term Disability Coverage**

If you are in an Eligible Class, you are automatically enrolled in the Long Term Disability Coverage as of the date on which you are eligible to participate (as described above), provided you meet the active work requirement under the Disability Certificate on the date your insurance coverage is to begin.

### **Annual Enrollment**

After your initial enrollment period, future enrollment periods will be on an annual basis. DePaul will offer an annual enrollment period each plan year, during which you may enroll in the Optional Life and AD&D Insurance Program (if not previously enrolled), choose not to participate in the Optional Life and AD&D Insurance Program for the upcoming plan year, or change your Optional Life and AD&D Insurance Program elections by submitting a written election to the plan administrator. If you do not change the Optional Life and AD&D Insurance Program coverage elections already in place from the previous plan year, DePaul will assume you want your election to remain the same for the upcoming plan year. If you initially waived Optional Employee Life or Dependents Life, or if you are increasing your level of coverage under either of these benefit options, you must provide Evidence of Insurability to the Insurance Company. Your new coverage will take effect on the later of the date the Insurance Company approves your application or the beginning of the next plan year.

### **Coverage Changes During the Plan Year**

You may be able to enroll in the Optional Life and AD&D Insurance Program at times outside the initial and annual enrollment periods. If you are eligible but not already enrolled, you may enroll before the next annual enrollment period if you experience a Family Status Change as described in the ***Definitions*** section of the Life Insurance Certificate.

Any new election or election change based on a Family Status Change must be consistent with the reason that such new election or election change was permitted. If you experience a Family Status Change and want to change your election, you can complete the process online through myHE. To begin the process, log into myHR and go to Main Menu → Self Service → Benefits → Life Events, select your event type, and provide the effective date of the election change. Once you confirm the effective date, you will be prompted to upload all required supporting documentation, which must be reviewed and approved by the Benefits Department before you can complete your election change. When you receive e-mail confirmation that your supporting documentation has been approved, you will need to return to your open Life Event in myHR, click “Start My Enrollment,” select the election change event which has been approved, and follow the steps to update your Insured Programs elections. Once you have made all of your election changes and confirmed your election changes, you must click “Event Completion and Exit,” then “Complete” to finalize your election change. Your election change will not be complete until you finalize your choices.

Your election or election change will become effective as of either (1) the date of the Family Status Change, if you complete the election change process through myHR on or before that date; or (2) the date on which you complete the election change process through myHR. You will have 31 days following the date of the Family Status Change to complete the election change process, including providing any required supporting documentation.

## **PAYING FOR OPTIONAL COVERAGE**

You must pay the full cost of your Optional Employee Life, AD&D, and Dependents Life Coverages under the Optional Life and AD&D Insurance Program. The cost of your Optional Employee Life and Dependents Life Coverages will be taken out of your regular paycheck on an after-tax basis. If you select AD&D Coverage, the cost will be taken out of your regular paycheck on a pre-tax basis.

## **HOW BENEFITS ARE PAID**

Benefits are paid in the form described in the ***Insurance Benefits*** section of the Life Insurance Certificate and the ***Disability Income Benefits*** section of the Disability Certificate.

### **Naming a Beneficiary**

You must name a beneficiary or beneficiaries to receive benefits at your death with respect to your Basic Life, Optional Employee Life, and AD&D Coverages. Your beneficiary(ies) must be the same for both Life Insurance Coverage and AD&D Coverage. You may change your beneficiary or beneficiaries at any time. To name or change a beneficiary, log into myHR at <https://campusconnect.depaul.edu/> and go to Self Service → Benefits → Liberty Mutual. The change will take effect as of the date on which you successfully name or change your beneficiary information, and you do not need the consent of either your former or your new beneficiary to name a new beneficiary.

### **No Surviving Beneficiaries**

If no beneficiary you have named is alive when benefits become payable (or if you have not named a beneficiary), your insurance benefit will be paid to the “default” beneficiary, in the following order:

- your spouse (or SDA, if applicable),
- your child(ren),
- your parent(s),
- your sibling(s), or
- your estate.

You are the beneficiary for Dependents Life Coverage if you are alive at the time of your spouse's, SDA's or dependent child's death. Upon your death, Dependents Life Coverage terminates.

## **PARTICIPATION DURING A LEAVE OF ABSENCE**

There are five types of leave of absence that can be paid or unpaid:

- Medical or Disability Leave
- Personal Leave
- Faculty Research Leave
- FMLA Leave
- Military Leave

When you take a leave of absence (paid or unpaid), you will receive a letter describing the terms of your leave, including specific information about how the leave will affect your eligibility for benefits. The general rules that apply during a leave of absence are described below.

You may elect to discontinue your coverages under the Optional Life and AD&D Insurance Program during your leave of absence. In order to discontinue one or more types of optional coverage during your leave, you must elect to do so within 31 days of the commencement of the leave. If you elect to discontinue participation, your coverage will end as of the day you begin your leave of absence. If you do not elect to discontinue participation during your leave, the rules set forth below will apply.

### ***Employees on Paid Faculty Research Leave***

If you are on a paid Personal Leave, Faculty Research Leave or FMLA Leave, your coverage elections will remain in effect, and you will continue to have contributions deducted from your paychecks, throughout the duration of your leave.

### ***Employees on Disability Leave***

If you are on a Disability Leave (which may run concurrently with FMLA Leave) because you become disabled while you are employed by DePaul, you may be eligible to receive short-term disability benefits and/or long-term disability benefits. Refer to the separate "Sick Time, Short and Long-Term Disability" policy for more information on available short-term disability benefits.

### **Program Coverage While You Are Receiving Short-Term Disability Benefits**

You will continue to be eligible for coverage under the Insured Programs while you are receiving short-term disability benefits. Your coverage under the Insured Programs will terminate when your short-term disability benefits end (generally up to six months). Your coverage under the Insured Programs will also terminate in the event that you no longer qualify to receive short-term disability benefits, but you do not return to work.

### ***Employees on Military Leave***

If you are on either a paid or an unpaid Military Leave, your coverage under the Insured Programs will continue for up to 24 months of your leave, or until the day after the date you fail to apply for or return to work on a timely basis after your military leave, whichever is earlier.

### ***Employees on Unpaid FMLA Leave or Unpaid Personal Leave***

Generally, if you are on an approved unpaid FMLA or personal leave of absence, you will continue to be eligible for coverage under the Insured Programs for the duration of your leave.

Employees on an unpaid leave of absence are responsible for paying the employee contribution amount for those benefits that require an employee contribution. You have two choices for paying any contributions due for the period of your unpaid leave of absence, which will be described in greater detail in the letter you receive setting forth the terms of your leave:

- **Pre-Pay Contributions.** You can make a lump-sum contribution due for the period of your leave (or through the end of the calendar year, if less) on a pre-tax basis (if appropriate) from the last paycheck before your leave begins.
- **Pay-As-You-Go Contributions.** You can make monthly contributions during your leave on an after-tax basis. If you choose to make monthly contributions, you'll need to send your checks directly to the Benefits Department. If you stop sending the required contributions, any past due contributions will be withdrawn from your pay after you return to active employment status.

#### Special Note for Unpaid Faculty Research Leave

If you are on an unpaid Faculty Research Leave, details related to your benefits eligibility will be included in the letter you receive explaining the terms of your leave of absence.

## **CONVERSION AND PORTABILITY OPTIONS**

### **Converting Your Life Insurance Coverage to an Individual Policy**

As set forth in the sections of the Life Insurance Certificate entitled **Conversion Privilege**, you may be able to convert your Life Insurance Coverage (or your Dependents Life Coverage) to an individual policy with the Insurance Company, when your Life Insurance Coverage ceases under the Program. Refer to these sections of the Life Insurance Certificate for more information regarding the timing requirements and other application procedures governing the conversion privilege.

### **Portable Life Insurance**

As set forth in the section of the Life Insurance Certificate entitled **Portable Group Term Life Insurance**, you may be able to elect to replace your Life Insurance Coverage, your AD&D Coverage, and/or your Dependents Life Coverage for your spouse with portable life insurance coverage, when your coverage ceases under the Program because your employment with DePaul ends (for a reason other than retirement). You must meet certain eligibility requirements in order to qualify for portable life insurance coverage, which is coverage provided under a master group life portable insurance policy issued by the Insurance Company, and some terms of the coverage may differ from the terms of coverage under the Program. Refer to the Life Insurance Certificate for more information regarding the timing requirements and other application procedures governing portable life insurance coverage.

### **Converting Your Disability Coverage to an Individual Policy**

As set forth in the section of the Disability Certificate entitled **Conversion Privilege**, you may be able to convert your Long Term Disability Coverage to an individual policy with the Insurance Company, when your Long Term Disability Coverage ceases due to termination of your employment. Refer to the Disability Certificate for more information regarding the timing requirements and other application procedures governing the conversion privilege.

## **TERMINATION OF COVERAGE**

### **Termination of Employee Life Insurance and AD&D Coverage**

Generally, your Life Insurance and AD&D Coverage will terminate on the earliest of the following:

- the Program terminates
- you are no longer in an Eligible Class
- the Program is amended to terminate coverage for your employee classification
- the required premium payment for your coverage is not received
- you fail to meet any required work test



- you are on an unpaid faculty research leave, the terms of which do not permit you to continue benefits
- you are on a military leave that extends beyond 24 months
- you exhaust short-term disability benefits while on a disability leave of absence (generally up to 6 months), or you cease to qualify for short-term disability benefits but do not return to work

Certain exceptions may apply if you become Totally Disabled (as defined in the Life Insurance Certificate), or if you are on a leave of absence. Refer to the **Termination Provisions** section of the Life Insurance Certificate for more details on when your coverage terminates.

### **Termination of Dependents Life Insurance Coverage**

Generally, Dependents Life Coverage will terminate on the earliest of the following:

- the Program is amended to terminate Dependents Life Coverage for your employee classification
- the required premium payment for your Dependents Life Coverage is not received
- the dependent ceases to be an eligible Dependent (as defined in the Life Insurance Certificate)
- the date of your divorce, if the dependent is your spouse
- the date your SDA relationship terminates, if the dependent is your SDA
- the date your Life Insurance Coverage terminates, as described above

Certain exceptions may apply if you are eligible to replace your Dependents Life Coverage with a portable life insurance policy. See **Portable Group Term Life Insurance** in the Life Insurance Certificate for more information.

### **Termination of Long Term Disability Coverage**

Generally, your Long Term Disability Coverage will terminate on the earliest of the following:

- the Program terminates
- you are no longer in an Eligible Class
- the Program is amended to terminate Long Term Disability Coverage for your employee classification
- you are on an unpaid faculty research leave, the terms of which do not permit you to continue benefits
- you are on a military leave that extends beyond 24 months
- you fail to meet any required work test

Certain exceptions may apply if you are on a leave of absence, or if DePaul fails to give you certain required notices upon a termination of employment. See **Termination Provisions** in the Disability Insurance Certificate for more information.

## **CLAIMS PROCEDURES**

Certain procedures are in place and must be followed when applying for benefits. Unless otherwise stated, all notices must be provided in writing or by acceptable electronic means. The Plan Administrator or Insurance Company may adopt additional rules for implementing these claims procedures, provided that such rules are consistent with the requirements under ERISA.

### **Eligibility Decisions**

Many of the questions or issues you may have do not actually involve claims for benefits under the Program; instead, they involve administrative issues such as your or your dependent's eligibility to participate in the Program, or enrollment procedures. Determinations in these types of administrative situations will be made in the sole discretion of the Plan Administrator. You will be notified orally or in

writing no more than 30 days after your request for an initial determination on one of these administrative questions.

### **Claims for Benefits – Life Insurance, AD&D, Dependents Life Insurance**

If you die or experience another loss that is covered under your Basic Life Coverage, Optional Employee Life Coverage, AD&D Coverage or Dependents Life Coverage, you must notify the Insurance Company promptly to request forms for providing Due Proof of loss. Due Proof of loss is written proof that the loss (1) is of a type for which the applicable coverage provides benefits, (2) is not subject to any exclusions, and (3) meets all other conditions for benefits under the Life Insurance Certificate. Within 15 days of the date on which you notify the Insurance Company that you have experienced a loss, the Insurance Company will provide you with the Due Proof of loss forms you need to complete. If the Insurance Company fails to send you these forms, you may instead demonstrate Due Proof of loss by sending a letter to the Insurance Company that describes the occurrence, character and extent of the loss.

You must provide the Due Proof of loss within 30 days after the date of loss, unless it is not reasonably possible to furnish Due Proof of loss within this time. If it is not reasonably possible to furnish Due Proof of loss within 30 days after the date of loss, you must furnish the Due Proof of loss as soon as reasonably possible, and in no event later than one year from the time Due Proof of loss would otherwise be required.

#### ***Filing an Application for Benefits***

In addition to providing Due Proof of loss, you must also file an application for benefits with the Insurance Company within 30 days of the date of the loss on which the claim is based. If it is not possible to file an application for benefits within this time, you must file your application for benefits as soon as reasonably possible. To request an application for benefits, you should contact the Benefits Department at DePaul.

After the Insurance Company receives your application for benefits, you will be contacted as described in the Life Insurance Certificate. See ***General Provisions – Notice and Proof of Claim*** in the Life Insurance Certificate for information regarding timing and notification requirements related to applications for benefits and appeals of benefits decisions under the Basic Life Coverage or the Optional Life and AD&D Insurance Program.

### **Claims for Benefits – Long Term Disability**

#### ***Filing an Application for Benefits***

If you anticipate that your Disability will continue beyond six months, you should contact the Benefits Department at DePaul to request an application for long term disability benefits.

In addition to the application for benefits, you should complete the forms for providing proof of your Disability and return these materials to the Insurance Company no later than 30 days after you exhaust your short-term disability coverage. If the Insurance Company does not send you the necessary forms within 15 days of your request for such forms, you can instead include with your application for benefits a letter that states the date that your Disability began, as well as the cause and the nature of the Disability.

After the Insurance Company receives your application for benefits, you will be contacted as described in the Disability Certificate. See ***General Provisions – Notice and Proof of Claim*** in the Disability Certificate for information regarding timing and notification requirements related to applications for benefits and appeals of benefits decisions under the Long Term Disability Insurance Program.

### **Requirement to Exhaust Administrative Procedures**

The claims and appeals procedures as outlined in the Certificates are administered in the hope that most disputes can be resolved. You or your covered dependents must exhaust all internal administrative

remedies described in the applicable Certificate (and described generally above) prior to bringing an action for benefits under the Program under Section 502(a) of ERISA.

## **ADMINISTRATIVE INFORMATION**

### **Plan Administrator**

DePaul, as the Plan Administrator, has the sole and complete discretionary authority to determine eligibility for Program benefits and to construe the terms of the Program and the Plan, including the making of factual determinations. The Plan Administrator shall have the discretionary authority to grant or deny benefits under the Program. Benefits under the Program will be paid only if the Plan Administrator decides in its discretion that the applicant is entitled to them. The decisions of the Plan Administrator shall be final and conclusive with respect to all questions relating to the Program.

The Plan Administrator may delegate to other persons responsibilities for performing certain duties of the Plan Administrator under the terms of the Program and the Plan, and may seek such expert advice as the Plan Administrator deems reasonably necessary with respect to the Program and the Plan. The Plan Administrator shall be entitled to rely upon the information and advice furnished by such delegates and experts, unless actually knowing such information and advice to be inaccurate or unlawful.

The Plan Administrator may adopt uniform rules for the administration of the Program from time to time, as it deems necessary or appropriate.

### **Discretionary Authority for Claims**

The Insurance Company is the Claims Administrator under the Program. Benefits will be provided only if the Insurance Company decides in its discretion that you are entitled to them. This discretionary authority includes determining eligibility for benefits and interpreting the terms of the group policy.

### **Right to Information**

You must provide the Plan Administrator and the Insurance Company with any information that they consider necessary to administer the Programs. If the information that you give on an enrollment form or application for benefits is wrong, or if you omit important information, your coverage may be canceled or your application for benefits may be denied. If your address should change, or if a dependent or beneficiary's address should change, you must notify the Plan Administrator.

## **STATEMENT OF ERISA RIGHTS**

As a Program participant, you are entitled to certain rights and protections under ERISA. ERISA provides that all participants shall be entitled to:

### **Receive Information about the Program and Your Benefits**

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the Program, and a copy of the latest annual report (Form 5500 series) filed by the Program 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 document governing the operation of the Program, and copies of the latest annual report (Form 5500 services) and updated SPD. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Program'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 Program Fiduciaries**

In addition to creating rights for participants, ERISA imposes duties upon the people who are responsible for the operation of the Program. The people who operate the Program, called "fiduciaries," have a duty to do so prudently and in the interest of you and other Program Participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Program documents or the latest annual report from the Program 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 you the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Program fiduciaries misuse the Program's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees (for example, if it finds your claim is frivolous).

### **Assistance with Your Questions**

If you have any questions about the Program, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## GENERAL INFORMATION

<b>Plan Name</b>	This SPD describes the Insured Component Program, which is offered under the DePaul University Health and Welfare Benefits Plan.
<b>Employer Identification Number</b>	36-2167048
<b>Plan Number</b>	The Insured Component Program is part of the DePaul University Health and Welfare Benefits Plan, and the plan number is 520.
<b>Type of Plan</b>	Welfare Benefit Plan providing life insurance, accidental death & dismemberment insurance and long term disability insurance coverage
<b>Plan Year End Date</b>	December 31 <sup>st</sup>
<b>Address for Plan Sponsor and Policy Holder</b>	DePaul University Office of Human Resources 1 East Jackson Boulevard Chicago, IL 60604-2287
<b>Plan Funding</b>	The Insured Programs are fully insured by Liberty Life Assurance Company of Boston. Premiums are paid by DePaul and Program participants.
<b>Type of Administration</b>	Insurer Administration Liberty Life Assurance Company of Boston
<b>Claims Administrator</b>	Liberty Life Assurance Company of Boston PO Box 7212 London, KY 40742-7212 Fax: 603-427-1888 For Overnight Mail Delivery: Liberty Life Assurance Company of Boston Group Life Claims 100 Liberty Way MS 02-5 Dover, NH 03820
<b>Address for Plan Administrator</b>	DePaul University (or its delegate) Office of Human Resources 1 East Jackson Boulevard Chicago, IL 60604-2287 312-362-8232
<b>Address for Service of Legal Process</b>	Jose Padilla Vice President and General Counsel DePaul University 55 East Jackson Boulevard, 22 <sup>nd</sup> Floor Chicago, IL 60604-2287  Legal process may also be made upon the Plan Administrator c/o  Office of the General Counsel DePaul University 55 East Jackson Boulevard, 22 <sup>nd</sup> Floor Chicago, IL 60604-2287

**The sections of this Supplement summarize the Insured Programs in easy-to-understand language. The complete provisions of the Insured Programs are found in the official Plan documents and the Certificates, which govern in the case of any difference between them and this document. If you would like to review the official Plan documents, or to obtain a copy of any Plan document, please contact the Benefits Department.**

**This summary describes the Insured Programs in effect as of January 1, 2018.**

**Participation in the Insured Programs in no way guarantees employment with DePaul. While DePaul expects to continue the Insured Programs indefinitely, it reserves the right to terminate, suspend, withdraw, amend or modify all or any part of the Programs or the Plan, at any time without notice, by written action of DePaul or its duly authorized delegate. Any such change or termination of the Programs or the Plan will be based solely on any decision of the Plan Sponsor and may apply to any or all groups of employees – including active and disabled employees, and current or future retirees and their dependents – as determined under the Programs. Any material change will be explained to you within a reasonable period of time of when it is adopted, in accordance with any legal requirements regarding notification of material changes.**

**No supervisor, manager or other representative of DePaul has any authority to enter into any oral or written agreement contrary to the foregoing or contrary to the terms of any Summary Plan Description or applicable Program document.**