



**OPTIONAL INSURANCE PLAN  
includes  
Group Supplemental Life  
Optional AD&D  
Dependent Life**

**Summary Plan Description**

**January 2005**



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This summary plan description provides only a general description of benefits available under the DePaul University Optional Life Insurance Program; it is not a legal document nor is it a contract of employment. It is based on legal documents, insurance certificates, and contracts that provide complete plan details. While every practicable attempt has been made to ensure accuracy and consistency, in the event of any conflict between this summary plan description and official plan documents, the plan documents shall govern. Copies of the plan documents are available upon request at the Benefits Office during regular business hours.

This summary plan description is provided in accordance with the requirements of the Employee Retirement Income Security Act of 1974, as amended (ERISA). DePaul University reserves the right to amend or terminate any of the plans described in this summary plan description at any time and with respect to any class of participants, subject to the limitations of University policies and applicable law. The University also reserves the right to change the premiums required for plan participation at any time.



## PLAN HIGHLIGHTS

The Optional Life Plan consists of Supplemental Life Insurance, Optional Accidental Death and Dismemberment Insurance (AD&D) and Dependent Life Insurance.

- ◆ The purpose of the Supplemental Life Plan is to provide eligible faculty and staff with supplemental life insurance coverage that provides assistance with financial security and support to designated beneficiaries in the event of the employee's death.
- ◆ The Optional Accidental Death and Dismemberment Insurance provide eligible faculty and staff a benefit in case of loss of a limb(s), sight or accidental death.
- ◆ The Dependent Life Insurance provides eligible faculty and staff with a benefit for the loss of a spouse or dependent.

Participation in the Plan is available to regular active full-time faculty and staff. If you are a new hire you need to complete an application within 31 days of your date of hire. Evidence of insurability will be waived if you enroll within 31 day of your initial hire date and you elect a coverage amount that is not greater than three times your annual salary.

If you request an amount that is four or five times your annual salary you must submit evidence of insurability and be approved by the carrier before your insurance will be effective. If you elect to participate in the plan after the first 31 days of initial eligibility, or you elect to increase the amount of your insurance coverage during the annual enrollment period you must submit evidence of insurability and be approved by the carrier before your insurance will be effective.

The premiums for this insurance plan are paid entirely by the employee. You pay for the supplemental and dependent life on an after-tax basis. The AD&D insurance is paid for on a pre-tax basis. Rates are listed in the annual enrollment packet or can be obtained by contacting the Benefits Office.

You may purchase supplemental life insurance for yourself up to five times your annual base salary or a maximum of \$500,000. If you elect supplemental life insurance you may also purchase optional accidental death and dismemberment insurance (AD&D) in an equal amount to the amount of supplemental life insurance. The maximum amount of AD&D Insurance you may purchase is five times your annual base salary.



You may elect to cover your spouse and dependent children under Dependent Life Insurance. There are two options:

Coverage for your spouse: \$20,000  
Coverage for each eligible child: \$10,000  
Or  
Coverage for your spouse: \$10,000  
Coverage for each eligible child: \$50,000

If both you and your spouse are employed by the university, only one of you can enroll for dependent life insurance and you can not cover each other.

Your coverage amount under the supplemental life and AD& D component will not be reduced when you turn 65 if you are still working for the university unless your insurance terminates under the waiver of premium provision.

An employee may elect to convert coverage to an individual policy directly with the sponsoring insurance company at termination of university employment or retirement. If you elect a conversion policy, you are not eligible for a portable policy. If your dependent ceases to be eligible under the dependent life component, your dependent may convert to an individual policy.

An employee may elect a portable insurance policy upon termination of employment if the employee meets the eligibility requirements for the portable policy. If eligible, you may elect a conversion policy or a portable policy but not both. Both types of post-termination policies are described in this summary plan description

Supplemental life insurance benefits will not be paid if your death occurs as a result of a self-inflicted injury or suicide.

The death benefit under the dependent life insurance is paid to you upon proof of the death of your insured dependent. If you are not living on the date of payout the benefit will be paid to your spouse. If your spouse is not living on the date of the payout the benefit will be paid to the executor or administrator of your estate.



## **ELIGIBILITY**

### ***Full-Time Employee Classification***

You are eligible to participate in the Optional Life Insurance Plan offered on the date that all of the following conditions apply:

- ◆ you are in an active faculty or staff member position classified as full-time
- ◆ you are not covered by a collective bargaining agreement.
- ◆ you are not in a position classified as a student worker
- ◆ you are not a member of the Midwest Province of the Congregation of the Mission

You are considered a full-time (except temporary, contact or student) employee if you are in:

- ◆ a faculty position, under a contract or letter of appointment issued by the Office of the Executive Vice President for Academic Affairs
- ◆ a staff or security position classified as full-time and regularly scheduled to work at least 1,820 hours per year

Independent contractors are not employees of the University and are not eligible for group benefits. Local and third country nationals (non-resident aliens) are not eligible for benefits.

### ***Part-Time Employee Classification***

Part-time employees are not eligible to participate in the Optional Life Insurance Plan. Even if the total of all part-time positions held by an employee meet or exceed 1,820 hours in a calendar year, the incumbent will not be eligible for benefits under this plan.

### ***Instructional Associate Classification***

You are eligible to participate in the Optional Life Insurance Plan offered on the date all of the following apply:

- ◆ You are in faculty position classified as Instructional Associate
- ◆ The Instructional Associate classification is a grandfathered group and is not available for new positions

### ***Job Share Employee Classification***

You are eligible to participate in the Optional Life Insurance Plan offered on the date you are in a position classified as a job share position as defined by the job share policy.



### ***Vincentian House Employee Classification***

If you are in a Vincentian House position, you are eligible to participate in the Optional Life Insurance Plan

### ***Eligible Dependents***

If you elect employee supplemental life insurance coverage on yourself, under the Optional Life Insurance Plan, you may cover your eligible dependents. They include:

- ◆ your spouse
- ◆ your (or your spouse's) unmarried children through age 20, through age 24 if they are a full-time students in an accredited college or university and dependent on you for support and maintenance. This includes adopted children or children placed for adoption who have not reached the limiting age and/or student status requirements stated above.
- ◆ a child under age 20 for whom you are legal guardian

This plan does not provide coverage for foster children or grandchildren unless you have obtained legal guardianship.

If you have an unmarried child with a mental or physical disability who depends on you for support, coverage for that child may continue after coverage would normally end, as long as the disability began before that dependent reached age 23. You will need to give proof of the disability to the Plan Administrator from time to time, or this continued coverage will end.

If you gain an eligible dependent through a change in family status or coverage change, you may cover that dependent by applying to the Benefits Office within 31 days after you have legally acquired the dependent. Coverage will begin as of the date you acquired the dependent.

## **ENROLLMENT FOR SUPPLEMENTAL LIFE AND AD&D**

For Supplemental Life Insurance, you must:

- ◆ Be in a class of employees eligible to participate as defined in the eligibility section of this summary plan description.
- ◆ Complete a written application and evidence of insurability within 31 days of your date initial eligibility.

If you enroll in Supplemental Life within the first 31 days of eligibility you may elect for up to 3 times your annual salary without providing evidence of insurability to the carrier. If you wish to elect four or five times your annual salary, you must submit evidence of insurability and be approved by the carrier.



For Optional Accidental Death and Dismemberment Insurance (AD & D), you must:

- ◆ Be in a class of employees eligible to participate as defined in the eligibility section of this summary plan description.
- ◆ Complete a written application and evidence of insurability within 31 days of your date of initial eligibility. You must be approved by the carrier before your insurance becomes effective.

### ***When Your Supplemental Life Insurance Will Be Effective***

Your Supplemental Life Insurance will be effective on the latest of the following dates:

- ◆ the first of the month that falls on or next follows the date you become eligible, if submit a written application and return the completed application to the university's Benefits Office on or before that date; or
- ◆ the first of the month that falls on or next follows the date the university's Benefits Office Department receives your completed application, 31 days after the date you become eligible; or
- ◆ the date the carrier approves your Evidence Of Insurability form

### ***Electing Changes in Coverage for Supplemental Life***

During the calendar year if you experience a qualified change in family status, such as marriage, you may increase you coverage amount by one time your annual base salary without submitting an evidence of insurability form to the carrier.

During the annual enrollment period you may increase your coverage amount or newly enroll in supplemental life, if you previously have not elected coverage, for up to 5x your annual salary subject to carrier approval. You must submit an evidence of insurability form to the carrier and your coverage amount will not be effective or increase without approval from the carrier.

### ***When Your AD&D Insurance Will Be Effective***

Your AD&D Insurance will be effective on the latest of the following dates:

- ◆ the first of the month that falls on or next follows the date you become eligible, if submit a written application and return the completed application to the university's Benefits Office Department on or before that date; or
- ◆ the first of the month that falls on or next follows the date the university's Benefits Office Department receives your completed application, 31 days after the date you become eligible; or
- ◆ the date the carrier approves your Evidence Of Insurability form.



### ***Electing Changes in Coverage for AD&D Insurance***

During the calendar year if you experience a qualified change in family status, such as marriage, you may increase your coverage amount by one time your annual base salary without submitting an evidence of insurability form to the carrier.

During the annual enrollment period you may increase your coverage amount or enroll in AD&D insurance if you previously have not elected coverage. You must submit an evidence of insurability form to the carrier. Your coverage amount can not begin or increase without approval from the carrier.

### ***Enrolling in Dependent Life Insurance***

You will be eligible for Dependent Life Insurance on the later of the date you:

- ◆ become eligible for Supplemental Life Insurance; or
- ◆ first acquire a Dependent.

### ***When Your Dependent Life Insurance Will Be Effective***

You must enroll in Supplemental Life Insurance to participate in Dependent Life Insurance.

If you and your spouse are both employed by the university, you cannot be insured as both an employee and a dependent. A child may not be insured by more than one employee. Dependents may not be insured by retired employees.

If you complete a written application and enroll within the first thirty one days after your hire date you may enroll your eligible dependents in dependent life insurance without evidence of insurability. You must indicate which dependents you elect to cover on the application.

Dependent Life Insurance will not take effect for a dependent who is confined to a hospital or a nursing home on the day before the scheduled effective date of your Dependent Life Insurance. Dependent Life Insurance for that dependent will not become effective until the day after the hospital or nursing home confinement ends. However, this limitation will not apply to a newborn child.

### ***Changes in Coverage for Dependent Insurance***

If you marry, have a child or adopt a child, you may add coverage for new dependent without submitting evidence of insurability provided you apply for coverage within 31 days of the event.



## **COST OF INSURANCE**

The group rates for Supplemental Life Insurance are determined by your age at the time of enrollment. The rates do not change until the next annual enrollment period unless you have a birthday before then. In that case, your rate may increase depending on your age bracket.

The cost for Optional AD&D is not age rated but is a flat rate per \$1000 of coverage which is based on the amount of coverage you select.

The cost for Dependent Life Insurance is based on the dependent unit. Therefore the rate is the same whether you elect to cover your only your spouse, your spouse and children or only your children. When you complete your written application you must indicate the dependents you choose to cover.

You pay the entire cost of the premiums for supplemental and dependent life insurance on an after tax basis. You also pay the entire cost of the AD&D premiums. The premiums for AD&D insurance are paid on a pre-tax basis. The premiums for supplemental life, AD&D and dependent life are deducted from you annual salary.

## **BENEFITS**

This section summarizes the amount of life insurance coverage you may elect:  
The amount of Supplemental Life Insurance Coverage will be equal to the amount of shown below:

Level	Amount of Insurance as a Multiple of Your Annual Salary
I	1.0
II	2.0
III	3.0
IV	4.0
V	5.0

The amount of Supplemental Life Insurance will be rounded to the next higher multiple of \$1000. You may not be covered under the Supplemental Insurance in an amount greater than \$500,000.

### ***Maximum Coverage Amount***

The amount of the Basic Life Insurance plus the amount of the Supplemental Life Insurance may not exceed \$800,000.

The coverage amount of the Optional AD&D coverage must equal the amount of Supplemental Life Insurance coverage you select.



### ***Annual Salary***

For purposes of determining term life insurance coverage, annual salary is defined as the base salary you receive on an annual basis.

Annual salary does not include bonus payments, overtime pay and other forms of additional compensation. When your salary changes, the amount of your insurance will automatically change as well. However, if there is a retroactive change in your annual salary you can not retroactively make a change to your supplemental life or AD&D insurance.

### ***Active Employee 65 Years of Age or Older***

There will not be any reduction in your supplemental life insurance coverage amount if you are still employed by the university at age 65 unless your insurance terminates under the Waiver of Premium.

## **PAYMENT OF BENEFITS**

### ***Supplemental Life Insurance***

If you die while covered by the supplemental life insurance, your beneficiary will receive the full amount of coverage in effect on the date of your death unless your death is due to suicide or a self-inflicted injury. This exclusion applies to the amount of coverage that has not been in effect for at least two years at the time of your death. In computing the two year time frame, the carrier considers all time you were insured under a prior supplemental life plan.

### ***Optional AD&D Insurance***

Benefits will be paid by the carrier if:

- ◆ You sustain bodily injuries as a result of an accident; and
- ◆ You suffer one of the following losses within 365 days of the accident
  - a) 100% of the full amount if you die
  - b) the carrier will pay 50% of the full amount if you suffer the loss of a hand severed at or above the wrist, loss of a foot severed at or above the ankle, or loss of sight of an eye
- ◆ The carrier will pay an additional \$10,000 within 365 days of an automobile accident if you suffer a loss of life while properly wearing a seat belt. If you die at least 200 miles from your principle residence the carrier will pay up to an additional \$5000 or 10% of the AD&D benefit which ever is less for transportation of your body to a mortuary near your principle residence



AD& D benefits will not be paid if your death or loss is caused:

- ◆ a disease or illness of any kind
- ◆ suicide
- ◆ intentionally self-inflicted condition
- ◆ committing or attempting to commit an assault or felony
- ◆ the voluntary use of narcotics or alcohol unless under the direction of a physician

### ***Dependent Life Insurance***

The carrier will pay the death benefits to you if your dependents die while insured.

## **THE ACCELERATED BENEFIT**

### ***Who is eligible for an accelerated benefit***

An accelerated death benefit may be provided if you have a terminal illness. You may elect to accelerate the payment of your life insurance under the plan in advance of your death, if the carrier receives satisfactory proof that you have a terminal illness.

However, if your life insurance is scheduled to end within 12 months following the date you apply for the accelerated benefit, you will not be eligible for the accelerated benefit.

There is no separate premium cost for the accelerated benefit nor any discount or lien associated with acceleration of the life insurance under the plan. Terminal illness is a state of health in which life expectancy is 12 months or less. Terminal illness must be certified by a physician.

### ***The Amount of Life Insurance That Can Be Accelerated***

The amount of life (basic and supplemental life) insurance that can be accelerated is equal to 100% of the amount in force at the time you qualify for the accelerated benefit, subject to a maximum of \$500,000. There is an exception to this provision. If your amount of life insurance under the plan is scheduled to reduce within 12 months from the date the carrier approves your accelerated payment, the amount of the accelerated benefit will be based on the reduced amount of life insurance under the plan.

The minimum amount of life insurance under the plan that can be accelerated is \$5,000 or 10% of your amount of life insurance under the plan, whichever is greater.



### ***Payment of the Accelerated Benefit***

Payment will be made directly to you in one sum. Payment is subject to the following conditions:

- ◆ your life insurance under the plan is in effect when you apply; and
- ◆ you give the carrier proof that you have a terminal illness; and
- ◆ you are living at the time the accelerated benefit is payable; and
  
- ◆ you give the carrier written consent from:
  - your spouse, as required by the carrier;
  - or
  - any assignee.

### ***Limitations on Accelerated Benefit***

The Accelerated Benefit can be elected only once. It is available only if you voluntarily choose to elect this benefit. Thus you are not eligible for this benefit if you are required by any government agency to elect this benefit in order to apply for, receive, or maintain any government sponsored benefit, entitlement, or any other form of public assistance.

### ***Effects of the Accelerated Benefit On Other the plan Provisions***

Election of the accelerated benefit will affect the following plan provisions as set forth below:

*The Death Benefit:* The amount of the benefit payable to beneficiaries after the insured dies will be reduced by the amount of the accelerated benefit.

*Conversion of Life Insurance:* The amount of life insurance under the plan that can be converted after you receive an accelerated benefit will be based on the amount remaining in effect.

*Premium Payments:* All future premiums will be waived for any amount of life insurance under this plan remaining in effect after you are paid an accelerated benefit.

## **WAIVER OF LIFE INSURANCE PREMIUM**

Supplemental Life and Dependent Life insurance will continue and premiums will be waived if you become totally disabled while you are covered under the plan. Your life insurance under these plans will continue without premium payments during your total disability if, such disability:

- ◆ began while you were insured under the plan; and
- ◆ began before you became age 70; and
- ◆ continued for 6 consecutive months.



**Note: There is no provision for waiver of premium under the Optional AD&D Insurance. AD&D insurance will not be continued during a period of Total Disability**

## **PROOF OF TOTAL DISABILITY**

Proof of total disability must be provided within 12 months from the date total disability starts. However, if death occurs before proof is given, proof of total disability can be provided up to 12 months after death. proof of continued total disability is required at reasonable intervals to be determined by the carrier. If the carrier requests proof of continued total disability, it must be provided within 45 days.

However, no claim will be denied or reduced if it is shown that it was not reasonably possible to give proof of loss at the time it was required and such proof is given as soon as reasonably possible, but not later than one year from the date proof of loss is required. The time limits for filing proof of loss will not apply while the Employee or Beneficiary lacks legal capacity. If proof of loss is not provided within the required time, no benefits will be provided.

### ***If Death Occurs Before Initial Proof of Total Disability Is Given***

If death occurs before proof of total disability has been provided or approved, the death benefit will be paid if:

- ◆ death occurs within 12 months from the date total disability starts; and
- ◆ proof of loss is given within 12 months of death; and
- ◆ such proof shows that total disability was continuous from the date it began until the date of death.

### ***The Amount of Life Insurance During Total Disability***

The amount of life insurance during total disability under the waiver of life insurance premium benefit will be the amount for which you were insured at the start of total disability. In no event will your life insurance under the plan be increased or can you increase the amount of dependent life insurance while you are totally disabled.

### ***If The Conversion Provision Is Used Before Waiver Is Approved***

If the conversion provision is used before the disability waiver is approved and an individual conversion policy of life insurance was issued to you, a benefit can be paid under either the supplemental life plan or the individual conversion policy, but not both. Before payment can be made under the group plan, the individual policy must be surrendered to the carrier without claim except for the return of any premiums paid.



If the carrier made payment under the individual policy, any death benefit payable under the supplemental insurance plans will be reduced by the amount paid under the individual policy.

### ***When Does Insurance Continued Under The Waiver Cease?***

Insurance coverage under the waiver of life premium will cease on the earliest of the following events:

- ◆ the date you cease to be totally disabled; or
- ◆ the date you become age 70; or
- ◆ the date you fail to give proof of continuous total disability, as required.

Insurance will not be affected by termination or amendment of the plan after you become totally disabled.

When the waiver of life insurance premium benefit ceases you may purchase an individual conversion policy as if your employment had terminated. If, however, you return to active work for the university during the conversion period and are again insured under the plan, no conversion will be permitted.

**Note: AD&D Insurance is not considered life insurance and can not be converted to an individual policy.**

## **BENEFICIARIES**

The benefits are payable to your beneficiary, except as otherwise provided. You may name one or more beneficiaries. You may designate different classes of beneficiaries such as primary (first) and contingent (secondary). These classes set the order of payment. A class may contain more than one person. If you name two or more beneficiaries in a class:

- ◆ Two or more surviving beneficiaries will share equally, unless you provide for unequal shares.
- ◆ If you provide for unequal shares in a class, and two or more beneficiaries in that class survive, the carrier will pay each surviving beneficiary his or her designated share. Unless you provide otherwise, the carrier will then pay the share(s) otherwise due to any deceased beneficiaries to the surviving beneficiaries pro rata based on the relationship that the designated percentage or fractional share of each surviving beneficiary bears to the total shares of all surviving beneficiaries.
- ◆ If only one beneficiary in a class survives, the carrier will pay the total death benefits to that beneficiary.



### ***You May Name or Change the Beneficiary***

You may name or change your beneficiary designation at any time without the consent of a beneficiary. Your beneficiary designation must be the same for life insurance and accidental death & dismemberment insurance, if any, under the plan.

You must name or change beneficiaries in writing. Writing includes a form signed by you or verification from the university of an electronic designation made by you.

Your designation:

- ◆ must be dated;
- ◆ must relate to the insurance provided under the plan;
- ◆ must be delivered to the Policyholder or The university during your lifetime;
- ◆ will take effect on the date it is delivered to the Policyholder or the university.

If the carrier approves it, a designation which meets the requirements of a prior plan will be accepted as your Beneficiary designation under the plan.

If a beneficiary dies on the same day you die or within 15 days thereafter, benefits will be paid as if that beneficiary had died before you, unless proof of loss with respect to your death is delivered to the carrier before the date of the beneficiary's death.

### ***If No Beneficiaries Are Named***

If no beneficiaries are named or are alive at your death, the benefits will be paid in equal shares to the first surviving class of the classes below:

- ◆ your spouse.
- ◆ your children.
- ◆ your parents.
- ◆ your brothers and sisters.
- ◆ your estate

## **METHODS OF PAYMENT**

### ***Supplemental Life***

Methods of payment other than a one sum payment may be requested by you or, after your death, by a beneficiary other than your estate. When the carrier receives satisfactory proof of loss, the benefits provided under the plan will be payable in one sum unless some other method of payment is (or was) requested in writing and approved by the carrier. Amounts and terms of other than one sum payments will be those normally offered by the carrier for group life insurance at the time of the request.



If the amount payable is less than \$25,000, the carrier will pay it in a lump sum. If the amount payable is \$25,000 or more, the carrier will deposit it into the carrier's Secure Access checking account which:

- ◆ bears interest;
- ◆ is owned by the person entitled to receive the benefit;
- ◆ is subject to the terms and conditions of a confirmation certificate which will be given to the person entitled to receive the benefit; and
- ◆ is fully guaranteed by the carrier.

### ***Dependent Life Insurance***

The Dependent's Death Benefit is payable to you.

If you die before the date of payment, the Dependent's Death Benefit is payable to:

- ◆ your spouse; or
- ◆ the executor or administrator of your estate, if your spouse is not living on the date of the dependent's death.

The Dependent's Death Benefit will be in a one sum payment when the carrier receives satisfactory Proof Of Loss. No other method of payment is provided.

## **LEAVES OF ABSENCE AND OTHER ABSENCES**

When an Employee stops Active Work in an Eligible Class, the Policyholder may, for the types of absences described below, continue the insurance of the Employee for not longer than the time limit shown for each type of absence. Insurance will continue and employment will be deemed to continue, solely for the purposes of this provision, if the required premiums are remitted for the Employee and:

1. the Employee is on a research leave of absence either paid or unpaid. Insurance may be continued to the end of 24 months, or, if earlier, the end of such leave; or
2. the staff employee is on an unpaid leave. Insurance may be continued to the end of three months, or, if earlier, the end of such leave; or
3. the Employee is on a leave of absence approved by the Policyholder's Executive Vice President or Human Resources and receives less than one-quarter pay as long as such leave is for: (1) full-time study for an advanced degree; or (2) work in the field of education or research such as a Fulbright Award, foundation grant, or government project. Insurance may be continued to the end of 24 months, or, if earlier, the end of such leave; or
4. the Employee is on a leave of absence for pregnancy. Insurance may be continued to the end of 4 months after the pregnancy ends, or, if earlier, the end of such leave; or



5. the Employee is on a family or medical leave approved by the Policyholder. During such leave, insurance may be continued to the end of 6 months or, if later, the period required by applicable state or federal law.

Employment will not be deemed to continue and insurance cannot be continued during a sabbatical or leave of absence unless the sabbatical or the leave for the Employee is set forth in a written document that is dated on or before the leave is to start and shows that the Employee is scheduled to return to Active Work.

For an Employee on leave, the Monthly Wage Base and premiums will be based on the wages payable by the Employer just prior to the start of the leave.

During the absences set forth above, insurance will be continued with premium payment in a manner that precludes individual selection.

## **WHEN COVERAGE TERMINATES**

### ***Termination of Supplemental Life***

Your Supplemental Life Insurance coverage will cease on the earliest of the following events:

- ◆ the date the plan terminates; or
- ◆ the date the plan is changed to terminate insurance on the class of Employees to which you belong; or
- ◆ the date the last period ends for which the required premium contribution was made for your insurance; or
- ◆ the date you stop active work in an eligible classification, unless you are on an approved leave of absence as provided in the Leaves of Absence section.

When your insurance under the plan ends, you may convert to an individual life insurance policy. When your insurance under the plan ends, you may be able to elect portable group life insurance after your employment terminates by paying premiums directly to the carrier.

### ***Conversion of Supplemental Life Insurance***

When your life insurance ceases under the plan, you may purchase an individual policy of life insurance without providing evidence of insurability as follows:

- ◆ When your employment terminates or you stop active work in as an eligible employee the amount of life insurance you will be permitted to purchase under an individual policy may not be more than the amount of life insurance under the plan for which you were insured when coverage ceased; or



- ◆ When the plan terminates or is changed to terminate insurance on the class of employees to which you belong, the amount of life insurance you will be permitted to purchase under an individual policy may not be more than:
- ◆ the amount of life insurance under the plan for which you were insured when coverage ceased less the amount of any life insurance for which you are then eligible or become eligible within 31 days after the date coverage ceased under the plan.

### ***If You Die During the Conversion Period***

If you die during the conversion period the carrier will pay the amount of life insurance under the plan that could have been converted. Such amount will be paid to the Beneficiary named under the plan, if you die before applying for an individual policy of life insurance. If, however, you die after applying for an individual policy, such amount will be paid to the beneficiary named on the application for the individual policy.

### ***Termination of Dependent Life Coverage***

Dependent life insurance will cease on the earliest of the following events:

- ◆ the date the Group Policy is changed to terminate dependents life insurance under the Group Policy for the class of Employees to which you belong; or
- ◆ the date the last period ends for which the required premium contribution was made for your dependents life insurance under the Group Policy; or
- ◆ the date the Dependent is no longer an eligible dependent; or
- ◆ the date you become a Retired Employee.

When continued coverage ends, your Dependents may convert to an individual life insurance policy.

### ***Conversion of Dependent Life Insurance***

When continued coverage ends, your Dependents may convert to an individual life insurance policy without providing evidence of insurability. You may convert dependent life insurance even if you do not elect to convert your supplemental life insurance.

The individual policy will:

- ◆ be provided under the same requirements and terms as those given to you when your life insurance under the Group Policy ceases; and
- ◆
- ◆ apply to the amount of dependents life insurance under the Group Policy for which your Dependent was insured.



No conversion of dependents life insurance under the Group Policy is permitted for your Dependent if your life insurance under the Group Policy ceases because you stopped making any required premium contributions on the date the reduction took effect.

### ***Portable Supplemental Life Insurance***

If your life insurance ceases under the plan because your employment ends with the university, you may elect portable life insurance coverage. The portable life insurance coverage will include life insurance and may include accidental death and dismemberment insurance. The carrier will issue you a new certificate of insurance describing the terms and conditions of the portable life insurance.

This portable life insurance coverage will be provided under a master Group Life Portability Insurance Policy issued by the carrier to the Group Insurance Trust. If approved, the new certificate of insurance you will receive will be governed under the terms of the Group Life Portability Insurance Policy and will contain provisions that differ from the university's coverage under the plan.

### ***Requirements for Portable Supplemental Life Insurance Coverage***

You may apply for portable life insurance coverage if the plan has not terminated and you meet each of the following:

- ◆ you are under age 65;
- ◆ you have been insured under the plan for at least 12 consecutive months and have been Actively At Work (not disabled) for the 5 full consecutive days immediately prior to your employment termination or retirement date;
- ◆ you choose this coverage rather than exercise your right to an individual conversion policy;
- ◆ you are not a full-time member of the armed forces of any country;
- ◆ you are able to perform the duties of the occupation you were performing on the date you apply for Portable Life Insurance coverage; and
- ◆ you have not received any part of your life insurance under the group life plan accelerated benefit.

### ***How to Elect Portable Supplemental Life Insurance Coverage***

To elect portable life insurance coverage you must apply for this coverage and pay the required premium within 31 days after your life insurance under the plan is to end. After that, premiums are paid on or before the first day of the billing period you select from the options we may offer.

Coverage will start on the 32nd day after your life insurance under the plan is to end. The carrier will bill each premium for this coverage to your last known home address.



### ***Amount of Portable Supplemental Life Insurance Coverage***

The amount of portable life insurance coverage you may elect is up to the amount of life insurance under the plan that is to end, subject to a maximum of \$300,000. The amount of accidental death and dismemberment insurance you may elect is the amount of accidental death & dismemberment insurance under the plan which is to end, subject to a maximum of \$300,000. If the amount is not an even multiple of \$1,000, it will be rounded down to the nearest multiple of \$1,000.

The minimum amount of portable life insurance coverage you may elect is \$10,000. The minimum amount of portable accidental death and dismemberment Insurance coverage you may elect is \$10,000. You will not be able to change your election later. Portable life insurance coverage will reduce at the ages and amounts set forth in the new certificate of insurance.

### ***If You Die During the Portability Election Period***

If you die during the portability election period, the carrier will pay the life insurance benefits under the plan as described in the Conversion of Life Insurance Coverage.

The life insurance benefits under the plan will be paid to the Beneficiary named under the plan, if you die before applying for portable life insurance. If you die after applying for portable life insurance, the life insurance will be paid to the beneficiary named on the application for portable life insurance.

### ***Portable life insurance for dependents***

If your Dependent Life Insurance ceases under the Group Policy because your employment ends with your Employer, you may elect portable life insurance coverage for your Dependents. The portable life insurance coverage will include life insurance. The carrier will issue you a new certificate of insurance describing the terms and conditions of the portable life insurance.

This portable life insurance coverage will be provided under a master Group Life Portability Insurance Policy Trust. If approved, the new certificate of insurance you will receive will be governed under the terms of the Group Life Portability Insurance Policy and will contain provisions that differ from the coverage under the university's dependent life insurance policy.

You May Apply For Portable Life Insurance Coverage For Your Dependents if each of the following is met:

- ◆ you elect portable supplemental life insurance for yourself;
- ◆ you do not choose to convert your dependent life insurance



### ***Electing Portable Life Insurance Coverage***

To elect portable life insurance you must apply for this coverage and pay the required premium within 31 days after dependents life insurance under the Group Policy is to end. After that, premiums are paid on or before the first day of the billing period you select from the options the carrier may offer. Coverage will start on the 32nd day after dependents life insurance under the university dependent life policy is to end.

The carrier will bill each premium for this coverage to your last known home address. The amount of portable life insurance coverage...you may elect is the amount of dependents life insurance under the Group Policy that is to end, subject to the maximum of \$20,000 for your Spouse and \$5,000 for your Child. If the amount is not an even multiple of \$1,000, it will be rounded down to the nearest multiple of \$1,000. The minimum amount of portable life insurance coverage you may elect for your spouse is \$5,000. The minimum amount of portable life insurance coverage you may elect for your Child is \$1,000. You will not be able to change your election later. Portable life insurance coverage will reduce at the ages and amounts set forth in the new certificate of insurance.

### ***Portable AD&D Insurance***

You may use the portability option for your AD&D insurance. Portable life insurance coverage is provided under a group policy issued by the carrier. There is a limit to the portable AD&D insurance coverage equal to the amount of coverage you had as an active employee or \$300,000 whichever is less. Evidence of Insurability is not required.

## **APPLYING FOR BENEFITS AND REQUESTING INFORMATION**

An application for benefits and all documents to support the application should be filed promptly. The university or Policyholder can supply the application and help you or your Beneficiary complete it. Proof of loss must be filed within the required time limits. No benefits will be provided until the carrier receives proof of loss. All proof must be satisfactory to the carrier.

### ***Proof of Loss***

You are required to provide written proof that a loss occurred:

- ◆ for which the plan provides benefits;
- ◆ which is not subject to any exclusions; and
- ◆ which meets all other conditions for benefits under the plan?

### ***Written Proof***

The carrier will send claim forms for filing proof of loss within 15 days after they are requested. If forms are not sent within 15 days after The carrier's receipt of the request,



proof may be submitted in a letter describing the occurrence, character and extent of the loss.

### ***Time Limits on Filing Proof of Loss***

There is no time limit for filing Proof of Loss for a death claim for Life Insurance. Unless a different time period is provided below, proof of loss must be provided within 90 days after the date of the loss.

### ***Proof of Total Disability***

Proof of total disability must be provided within 12 months from the date total disability starts. However, if death occurs before proof is given, proof of total disability can be provided up to 12 months after death. Proof of continued total disability is required at reasonable intervals to be determined by the carrier. If the carrier requests proof of continued total disability, it must be provided within 45 days.

However, no claim will be denied or reduced if it is shown that it was not reasonably possible to give proof of loss at the time it was required and such proof is given as soon as reasonably possible, but not later than one year from the date proof of loss is required. The time limits for filing proof of loss will not apply while the employee or beneficiary lacks legal capacity.

If proof of loss is not provided within the required time, no benefits will be provided.

### ***Types of Proof of Loss***

***Proof of Death:*** The carrier must receive sufficient evidence to establish in a court a prima facie case for payment of the claim. The carrier may have an autopsy performed at its expense, except where prohibited by law.

***Other Proof:*** Proof of loss includes any other information the carrier reasonably requires in support of a claim. All proof must be in writing and must be provided at the expense of the Employee or Beneficiary.

The carrier may require as part of the Proof of Loss: statements of treating physicians; copies of test reports or examinations; x-rays; hospital records; medical examinations by impartial specialists at the carrier's expense; official police reports; investigations conducted by the carrier or outside agencies.

The carrier may also require records that are in the university's control or possession, custody, and may require one or more interviews with you. The carrier will have the right and the chance to examine you or your dependents, if any, at such times as it may reasonably require during the time a claim is pending.



### ***Legal Proceedings Against The Carrier***

No action or suit will be brought to recover benefits under the plan unless it is brought later than 60 days after proof of loss has been given as required by the plan. No such

action will be brought at all unless it is brought within 2 years from the end of the time within which proof of loss is required by the plan.

### ***Notice of Decision on Claim***

The carrier will evaluate an application for benefits promptly after the carrier receives it. With respect to all benefits except the Waiver of Life Insurance Premium Benefit, within 90 days after the carrier receives the application the carrier will send you: (a) a written decision on the application; or (b) a notice that the carrier is extending the period to decide the application for an additional 90 days.

With respect to an application for the Waiver of Life Insurance Premium Benefit, within 45 days after the carrier receives the application the carrier will send you: (a) a written decision on the application; or (b) a notice that the carrier is extending the period to decide the application for 30 days. Before the end of this extension period the carrier will send you: (a) a written decision on the Waiver of Life Insurance Premium Benefit application; or (b) a notice that the carrier is extending the period to decide the application for an additional 30 days. If an extension is due to your failure to provide information necessary to decide the Waiver of Life Insurance Premium Benefit application, the extended time period for deciding the application will not begin until you provide the information or otherwise respond. Waiver of Life Insurance Premium Benefit application, the extended

Time period for deciding the application will not begin until you provide the information or otherwise respond.

If the carrier extends the period to decide the application for benefits, you will be notified of the following:

- ◆ the reasons for the extension; and
- ◆ when the carrier expects to decide the application; and
- ◆ an explanation of the carrier's decision on which entitlement to benefits is based; and
- ◆ the unresolved issues preventing a decision; and
- ◆ any additional information the carrier needs to resolve those issues.

If the carrier requests additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, The carrier may decide the application for benefits based on the information The carrier has received.



If the carrier denies any part of the application for benefits, you will receive a written notice of denial containing:

- ◆ the reasons for the carrier's decision.
- ◆ reference to the parts of the plan on which The carrier's decision is based.
- ◆ reference to any internal rule or guideline relied upon in deciding a Waiver of Life Insurance Premium Benefit application.
- ◆ a description of any additional information needed to support the application for benefits.
- ◆ information concerning the claimant's right to a review of the carrier's decision.
- ◆ information concerning the right to bring a civil action for benefits under section 502(a) of Employee Retirement Income and Security Act (ERISA) if the application for benefits is denied on review.

### ***Review Procedure***

If all or part of an application for benefits is denied, you may request a review. You must request a review in writing:

- ◆ within 180 days after receiving notice of the denial of an application for the Waiver Of Life Insurance Premium Benefit;
- ◆ within 60 days after receiving notice of the denial of any other application for benefits.

You may send The carrier written comments or other items to support the application for benefits. You may review and receive copies of any non-privileged information that is relevant to the request for review. There will be no charge for such copies. The carrier's review will include any written comments or other items you submit to support the application for benefits.

The carrier will review the application for benefits promptly after the carrier receives the request. With respect to all benefits except the Waiver of Life Insurance Premium Benefit, within 30 days after The carrier receives the request for review The carrier will send you: (a) a written decision on review; or (b) a notice that the carrier is extending the review period for 30 days.

With respect to an application for the Waiver of Life Insurance Premium Benefit, within 45 days after The carrier receives the request for review The carrier will send you: (a) a written decision on review; or (b) a notice that The carrier is extending the review period for 45 days.

If an extension is due to your failure to provide information necessary to decide your application for benefits on review, the extended time period for review of your

application for benefits will not begin until you provide the information or otherwise respond.



If the carrier extends the review period, you will be notified of the following: (a) the reasons for the extension; (b) when the carrier expects to decide your application for benefits on review; and (c) any additional information the carrier needs to decide your application for benefits.

If the carrier requests additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, the carrier may conclude the carrier's review of the application for benefits based on the information the carrier has received.

With respect to an application for the Waiver of Life Insurance Premium Benefit, the person conducting the review will be someone other than the person who denied the application for benefits and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgment, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgment and will not be subordinate to that person. You may request the names of medical or vocational experts who provided advice to The carrier about an application for the Waiver of Life Insurance Premium Benefit.

If the carrier denies any part of the application for benefits on review, you will receive a written notice of denial containing:

- ◆ the reasons for the carrier's decision; and
- ◆ reference to the parts of the plan on which The carrier's decision is based; and
- ◆ reference to any internal rule or guideline relied upon in deciding a Waiver Of Life Insurance Premium Benefit application; and
- ◆ information concerning your right to receive, free of charge, copies of non-privileged documents and records relevant to the application for benefits; and
- ◆ information concerning the right to bring a civil action for benefits under section 502(a) of ERISA.

This plan does not provide voluntary alternative dispute resolution options. The carrier will comply with any shorter time limits which may be required by the laws or regulations of the state in which the plan is issued.



### ***Requests for Information About Your Insurance***

Please direct any written request for information about the plan, its terms, conditions, interpretations, application for benefits there under, and review of an application to:

Standard Insurance Company  
P.O. Box 2800  
Portland, OR 97208-2800

## **GENERAL PROVISIONS**

### ***Overpayment of Benefits***

Any overpayment of benefits must be repaid to The carrier. To recoup the amount overpaid,

The carrier, at its option will:

- ◆ require that the amount be repaid to The carrier in one sum; or
- ◆ withhold the amount from any future benefits payable to you or your Beneficiary under the plan; or
- ◆ take any legal action it deems necessary.

### ***Assignment***

You may assign your supplemental life insurance provided under the plan. No assignment will bind The carrier unless it is in writing and until it is filed at The carrier's home office. Once recorded, it will take effect as of the date it was signed if The carrier receives it before benefits are paid or any other action is taken by The carrier. The carrier is not responsible for whether any assignment is valid. You may not assign insurance as collateral security.

### ***The plan***

The carrier and the employer may agree to terminate or change any part of the plan without your consent. The University may terminate the plan in whole, and may terminate insurance for any classes or groups of Employees. Any change or amendment of the plan may apply to current or future Employees or to any classes or groups of Employees. Such termination or change will not affect life insurance that is continued under the following provisions, if any, on the date of such termination or change: the carrier may terminate the plan as of any date set forth below by giving notice in writing which is mailed to the employer at least 90 days before this date:

- ◆ the plan Anniversary Date; or
- ◆ any premium due date, if on a prior premium due date the participation requirements set forth in the plan have not been met.

Benefits under the plan are limited to its terms, including any valid amendment. No change or amendment will be valid unless it is approved in writing by one of the carrier's



executive officers and given to the University for attachment to the plan. The university, and their respective employees or representatives have no right or authority to change or amend the plan or to waive any of its terms or provisions without the carrier's signed, written approval.

The carrier may change the plan in whole or in part if:

- ◆ the change in the plan is either requested by the employer or is made to satisfy any legal requirement that applies to the plan; or
- ◆ the change affects the carrier's administration of the plan and is intended to apply to all similar group insurance policies that are affected by the change. The carrier will give the employer written notice of the carrier's intent to make this kind of change at least 31 days in advance of the effective date of the change. Payment of the next premium due under the plan will be the Policyholder's acceptance of the change, unless the Policyholder rejects the change, in writing, prior to its effective date.

Neither the Policyholder nor your employer is the carrier's agent or representative. The carrier will not be responsible or liable for any act or omissions of either of them.

### ***Discretionary Authority for Claims***

Benefits will be provided only if The carrier decides in its discretion that you are entitled to them. This discretionary authority includes determining eligibility for benefits and interpreting the terms of the plan.

### ***Incontestability of Insurance***

Any statement made to obtain or to increase insurance is a representation and not a warranty. No misrepresentation will be used to reduce or deny a claim unless:

- ◆ The insurance would not have been approved if The carrier had known the truth; and
- ◆ The carrier has given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

The carrier will not use a misrepresentation to reduce or deny a claim after the insured's insurance has been in effect for two years during the lifetime of the insured, except for policy provisions relating to eligibility for coverage.



### ***Incontestability of Statements Made By Policyholder or the employer***

Any statement made by the Policyholder to obtain the plan or made by the employer to obtain coverage under the plan is a representation and not a warranty. No misrepresentation by the Policyholder or your employer will be used to deny a claim or to deny the validity of the plan or the employer coverage under the plan unless:

- ◆ The plan would not have been issued or your employer's coverage under the plan would not have been approved if The carrier had known the truth; and
- ◆ The carrier has given the Policyholder or the employer a copy of a written instrument signed by the Policyholder or the employer which contains the misrepresentation.

The validity of the plan or your coverage under the plan will not be contested after it has been in force for two years, except for nonpayment of premiums.

### ***Clerical Error***

Clerical error by the employer, or its respective employees or representatives will not:

- ◆ Cause a person to become insured; or
- ◆ Invalidate insurance under the plan otherwise validly in force; or
- ◆ Continue insurance under the plan otherwise validly terminated; or
- ◆ Cause an The university to become covered under the plan.

### ***Misstatement Of Age***

If a person's age has been misstated, the carrier will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

- ◆ The amount of insurance based on the correct age; and
- ◆ The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.



## **ERISA RIGHTS**

As a participant in the DePaul Medical Program, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

### ***Receive Information About Your Plan and Benefits***

- ◆ Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.
- ◆ Obtain upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may impose a reasonable charge for the copies.
- ◆ Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

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

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

### ***Enforce Your Rights***

If your claim for a (pension, 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 plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive



the materials, unless the materials were not sent because of reasons beyond the control of the administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### ***Assistance with Your Questions***

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits 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 Pension and Welfare Benefits Administration



## ERISA Plan Information

<b>Name</b>	Group Supplemental Life, Optional AD&D, Dependent Life Insurance
<b>Plan Number</b>	505
<b>Type of Plan</b>	Optional Insurance includes Supplemental Life Accidental Death and Dismemberment Dependent Life
<b>Type of Administration</b>	Contract Administration
<b>Effective Date</b>	January 1, 2004
<b>Plan Sponsor</b>	DePaul University 1 E. Jackson Chicago, Illinois 60604
<b>Employer ID Number (EIN)</b>	36-2167048
<b>Plan Administrator</b>	DePaul University 1 E. Jackson Chicago, Illinois 60604
<b>Claims Administrator</b>	Standard Insurance Company 1100 SW 6 <sup>th</sup> Avenue Portland, OR 97204-1093
<b>Agent for Service of Legal Process</b>	DePaul University 1 E. Jackson Chicago, Illinois 60604
<b>If Legal Process Involves Claims for Benefits Under the Group Policy, Additional Notification of Legal Process Must be Sent to</b>	Standard Insurance Company 1100 SW 6 <sup>th</sup> Avenue Portland, OR 97204-1093
<b>Plan Year</b>	The 12-month period ending December 31 <sup>st</sup> Records of the Plan are kept on a calendar year basis.
<b>Funding Method</b>	The Supplemental Life Insurance, Optional AD&D Insurance, and Dependent Life Insurance Plan are fully insured by Standard. Premiums are paid entirely by the employee.