



The Expanded Long-Term Disability Plan: LTD Coverage and Benefits



UNIVERSITY HUMAN RESOURCES
BENEFITS OFFICE
UNIVERSITY OF MICHIGAN

Table of Contents

The Expanded Long-Term Disability Plan	1
Statement of Intent	1
The Expanded LTD Plan at a Glance	2
Eligibility, Enrollment and Coverage Levels	3
Groups Eligible for Coverage	3
Two Levels of Expanded LTD Coverage.....	3
Salary Limits for Capped Coverage	3
Expanded LTD Coverage Eligibility and Enrollment Chart	4
Actively at Work	4
Coverage Begin Date	5
Paying for Coverage	5
When Coverage Ends	5
Withdrawing from Coverage.....	5
Conversion of Coverage	5
Continuation of Coverage	6
Continuation of Coverage Rules While on a Paid or Unpaid Leave of Absence	6
Filing a Claim for LTD Benefits	7
Claim Review and Determination	7
Initial Claim Eligibility Guidelines	7
Definition of Disability	8
Rehabilitative Employment Period	8
Plan Provisions for LTD Benefit	
Participants (Recipients)	9
LTD Benefits Begin Date	9
Maximum LTD Benefit Duration Period	9
LTD Income Replacement Benefits	10
Reduced Appointment.....	10
Pre-LTD Salary Increases.....	10
Cost of Living Adjustments (COLA)	10
LTD Paycheck Frequency	10
Taxability of LTD Income Replacement Benefits	10
Other Disability Income	10
Social Security Filing Requirements.....	11
Recovery of Overpayments	12
Do You Receive Other Disability Income?	13
LTD Income Replacement Examples	14
Basic Retirement Savings Plan Contributions	15
LTD Fringe Benefits Continuation.....	15
Dependent Eligibility for LTD Fringe Benefits	16
Medicare Eligibility and Enrollment Requirements	16
Claim Extension Review and Determination.....	17
Claim Extension Eligibility Guidelines.....	17
Vocational Rehabilitation and Return to Work.....	18
Rehabilitative and Therapeutic Employment.....	18
Earned Income Coordination	18
Partial Disability for Practicing Physicians	19
Partial LTD Income Replacement Benefits	19
Retirement Savings Plan Contributions	19
Earned Income Offset.....	19
Termination of LTD Benefits	20
Pre-Existing Condition Limitations.....	20
General Limitations and Exclusions	20
Taxes and Premiums.....	20
Definition of Terms	21
Plan Limitations and Interpretations	23
Your Rights Under ERISA	23

The Expanded Long-Term Disability Plan

The University of Michigan Expanded Long-Term Disability (LTD) Plan, an extremely valuable benefit, is designed to provide you with income replacement and fringe benefit continuation should you become totally disabled and can no longer work. If an illness or injury is going to keep you out of work for at least twelve (12) months, LTD insurance coverage can protect yourself and your family financially.

Some important questions to ask yourself...

- Do you already have disability insurance that protects both your salary and benefits?
- How would you pay your bills?
- Do you have other options for medical insurance and prescription drug coverage?
- Do you have other life insurance coverage?
- Do you have other retirement income options for you and your spouse or partner?
- How would your situation affect those who rely on you for financial and emotional support?

Statement of Intent

The University of Michigan is pleased to provide the Expanded LTD Plan to eligible faculty and staff members. The Expanded LTD Plan is self-insured by the university and provides the disability coverage as described by the provisions in this booklet. Under the supervision of the University of Michigan Executive Vice President and Chief Financial Officer, the Benefits Office is the Plan Administrator. Every effort has been made to ensure the accuracy of the information contained in this booklet. However, if any provision is unclear or ambiguous, the Benefits Office is authorized and has the right to interpret the administration of the Expanded LTD Plan. You should not rely on any other representation—oral or written—that any other person or entity may make concerning the Expanded LTD Plan. Possession of this booklet does not constitute eligibility for coverage and/or benefits as provided under the plan.

The Expanded LTD Plan at a Glance

Eligibility for Plan Coverage	Active, regular faculty and staff, including: IUOE, LEO (Lecturers I-IV), MNA, POAM, and Trades union members. Please refer to pages 3-6 for all eligibility and enrollment rules.
Enrollment in Plan Coverage	Appt ≥ 50% effort, elect maximum coverage from date of hire without a health statement; Appt < 50% effort, auto enrollment at 3 years of service. Please refer to pages 3-6 for all eligibility and enrollment rules.
Eligibility for Plan Benefits “Definition of Disability”	You must be unable to do your job or any other reasonable job, based upon your education, training, or experience, for a continuous period of at least 12 months. There is a special provision for Practicing Physicians, which provides for partial disability benefits; please see page 19 for details.
LTD Benefits Begin Date	Your benefits will begin after you have exhausted all paid time benefits, including but not limited to: short-term sick time pay, extended sick time pay, vacation accrual, and/or PTO accrual; however, if you have less than two (2) years of service, a six (6) month waiting period is imposed beginning with your date of disability.
Income Replacement Benefits	The annual covered salary maximum is \$424,615. You will receive up to 65% of your covered, pre-disability base salary. The university will coordinate your benefits with other disability income, such as Social Security, as described on pages 10 - 12.
Taxability of Income Replacement Benefits	LTD income replacement benefits can be both taxable and non-taxable. Please refer to page 10 for further details. You will continue to receive a W-2 form each year from the university.
Fringe Benefits	<p>For most LTD Participants, the fringe benefit plans in which you are participating as of your last day of pay will be continued.</p> <p>The following fringe benefit plans do not require a monthly premium (“employee contribution”) from LTD Participants:</p> <ul style="list-style-type: none"> • Health Insurance with Prescription Drug Coverage • Dental Option 1 Insurance Coverage • Employee Group Term Life Insurance • Basic Retirement Savings Plan Contributions <p>These fringe benefit plans require a monthly premium (“employee contribution”) from LTD Participants:</p> <ul style="list-style-type: none"> • Dental Option 2 or 3 Insurance Coverage • Vision Insurance Coverage • Legal Insurance Coverage • Dependent Group Term Life Insurance (Spouse and/or Child Life) • Flexible Spending Accounts

Eligibility, Enrollment, and Coverage Levels

Groups Eligible for Coverage

The following groups are eligible to participate (enroll) in Expanded LTD coverage:

- Active, regular faculty (excludes Supplemental)
- Active, regular staff
- Active, regular members of the following union groups: IUOE, LEO (Lecturers I-IV), MNA, POAM, and Trades union members.

You are eligible to enroll in coverage immediately upon your date of hire without having to submit a Statement of Good Health for evidence of insurability (medical underwriting) by the Claims Administrator if:

- You hold at least a 50% appointment (20 hours/week or more),
- Your appointment is expected to last eight (8) months or more, and
- You make your positive election for enrollment in coverage within 30 days of your newly eligible appointment.

If you wait to enroll in coverage, you will be required to submit an Expanded LTD Application with Health Statement. Your Statement of Good Health will be reviewed for evidence of insurability (medical underwriting) by the Claims Administrator. Your coverage will take effect on the date your Statement of Good Health is adjudicated as approved by the Claims Administrator.

If you have less than a 50% appointment (19 hours/week or less), you are eligible to enroll after three (3) years of service.

If you are a LEO Lecturer I, you must have at least a 50% appointment (expected to last at least eight (8) months) **and** two years of service as defined in the LEO bargaining agreement in order to enroll in coverage.

Faculty and staff hired before 9/1/1981, and Trades staff members hired before 8/1/1986, may be participating in the Basic LTD Plan. If you are a faculty, staff or Trades member hired before those dates and did not enroll in the Expanded LTD Plan, you will remain covered under the provisions of the Basic LTD Plan unless:

- You apply for coverage under the Expanded LTD Plan by completing the “Expanded Long- Term Disability Application with Health Statement,” and
- Your Statement of Good Health is adjudicated as approved by the Claims Administrator.

Two Levels of Expanded LTD Coverage

There are two (2) levels of Expanded LTD coverage. They each provide different LTD income replacement benefits and different LTD basic retirement savings plan contribution amounts. The two (2) levels of coverage are Maximum and Capped.

Maximum: The maximum level of Expanded LTD coverage **protects your full pre-disability base salary up to the annual plan maximum of \$424,615.**

Enrollment in **maximum coverage** is available immediately upon your date of hire in a benefit eligible appointment. Those enrolled in maximum coverage and approved for LTD benefits, may receive the following:

- An LTD income replacement benefit of up to 65% of your full pre-disability base salary (up to the annual plan maximum of \$424,615 and minus other disability income); and,
- An LTD basic retirement savings plan contribution of up to 15% of your full pre-disability base salary.

Capped (“University-Paid”/“Upaid”): The capped level of Expanded LTD coverage **protects annual salary up to a limited amount**, as determined by the Benefits Office each year. Enrollment in the capped level of Expanded LTD coverage is not available before two (2) years of service. Please see the Expanded LTD Coverage Eligibility and Enrollment Chart on page 4 for further details. Those enrolled in capped coverage and approved for LTD benefits, may receive the following:

- An LTD income replacement benefit of up to 65% of the limited annual salary amount, as determined by the Benefits Office, or up to 65% of your pre-disability base salary, whichever is less and minus other disability income; and,
- An LTD basic retirement savings plan contribution of up to 15% of the limited annual salary amount, as determined by the Benefits Office, or up to 15% of your pre-disability base salary, whichever is less.

Salary Limits for Capped Coverage

As the annual salary limit changes each year, please visit the University HR website at hr.umich.edu/expanded-ltd or call the U-M Shared Services Center at 734-615-2000 (toll free 866-647-7657) for the most up-to-date information.

Expanded LTD Coverage Eligibility and Enrollment Chart

Appointment Effort	Years of Service	Expanded LTD Coverage Level	
		Maximum Coverage	Capped Coverage (University-Paid/Unpaid)
50% or more (20 hours/week or more)	Less than 2 years	<ul style="list-style-type: none"> Enroll on Wolverine Access within 30 days of date of hire or newly eligible appointment – A health statement (evidence of insurability/medical underwriting) is NOT required. After 30 days, you must complete the Expanded Long-Term Disability Application with Health Statement. 	This level of coverage is not available before two (2) years of service. If you do not enroll in Maximum Coverage, you will not have any disability insurance protection until your two (2) year anniversary, or longer if you are not actively at work* on your two (2) year anniversary.
	2 years or more	<ul style="list-style-type: none"> If you are actively at work*, complete the Expanded Long-Term Disability Application within 30 days of your two (2) year anniversary. After 30 days, you must complete the Expanded Long-Term Disability Application with Health Statement. 	If you are not already enrolled in Maximum coverage, you will automatically be enrolled in Capped coverage effective the date of your two (2) year anniversary in a benefit eligible position, provided you are actively at work*.
Less than 50% (19 hours/week or less)	Less than 3 years	You are not eligible for this level of coverage until three (3) years of service.	You are not eligible for this level of coverage until three (3) years of service.
	3 years or more	<ul style="list-style-type: none"> If you are actively at work*, complete the Expanded Long-Term Disability Application within 30 days of your three (3) year anniversary. After 30 days, you must complete the Expanded Long-Term Disability Application with Health Statement. 	If you are not already enrolled in Maximum coverage, you will automatically be enrolled in Capped coverage effective the date of your three (3) year anniversary in a benefit eligible position, provided you are actively at work*.

The Expanded LTD Application forms to enroll in coverage can be found on the University HR website at: hr.umich.edu/expanded-ltd-forms-documents

*Please refer to the section entitled “Actively at Work” for further details related to this requirement.

Actively at Work

Actively at work means present in the workplace at your regular appointment effort. You are not considered actively at work if you are absent from the workplace due to a medical leave, child care leave, personal leave, any other type of unpaid leave without salary, or while using extended sick time pay. If you are not actively at work, your automatic enrollment in Capped coverage will be null and void, and/or your application for Maximum coverage will be denied.

In order to qualify for enrollment in coverage, you must return to work for at least twenty (20) continuous work days in an eligible appointment at the same effort that was in effect before you stopped working. If you think you meet this criterion, it is your responsibility to contact the Benefits Office.

If you do not return to work at your full appointment effort for at least twenty (20) continuous work days, you will not be enrolled in coverage. The Benefits Office reserves the right to review your eligibility for enrollment in coverage and/or validate your Expanded LTD coverage level. If you do not have coverage in force, you cannot file a claim for benefits under the Expanded LTD Plan.

Coverage Begin Date

Your coverage will take effect on one of the following dates:

- The effective date of your newly eligible appointment if you enroll in maximum coverage within 30 days of such date,
- The date you are automatically enrolled in capped coverage, or
- The date your Statement of Good Health is approved for maximum coverage by the Claims Administrator.

Please refer to the chart on page 4 for further clarification on eligibility and enrollment in the Expanded LTD Plan, including the requirement to be actively at work as defined on pages 4 and 21.

Paying for Coverage

Your after-tax employee contribution depends on the premium rate, your base salary, and your years of service. During the first two (2) years of service, there is no university contribution towards the monthly premium for Expanded LTD coverage; you pay the full premium cost for coverage during your first two (2) years of service.

For information on the Expanded LTD Plan premium rates and how to calculate your monthly employee contribution, please visit the University HR website at: hr.umich.edu/expanded-ltd-cost-calculator.

When Coverage Ends

Your Expanded LTD Plan coverage will end on the earliest of the following:

- The date you withdraw from coverage,
- The date you are no longer eligible based on your leave status,
- The date your coverage is terminated due to non-payment of monthly premiums,
- The date you are no longer eligible based on your appointment or job family,

- The date you retire, terminate or are otherwise no longer an active employee with the university in a benefit eligible position, or
- The date the plan terminates.

Withdrawing from Coverage

You may withdraw from the maximum level of Expanded LTD coverage at any time by completing a Notice of Withdrawal form. Once your Notice of Withdrawal form has been processed, it is irrevocable.

If you withdraw from coverage and have less than two (2) years of service, you will no longer have LTD insurance protection for income replacement and fringe benefits continuation, including Basic Retirement Savings Plan contributions.

If you withdraw from coverage and have at least two (2) years of service, you will remain enrolled in the capped level of Expanded LTD coverage. However, your LTD insurance protection will be reduced for both income replacement benefits and Basic Retirement Savings Plan contributions.

Generally, LTD benefits are paid to age 65. However, if you become disabled on or after age 62, the length of time you can receive LTD benefits is limited. You may refer to page 9 for the duration chart. Based on the limited period that LTD benefits are available beginning at age 62, you may wish to consider whether to continue enrollment in the maximum level of Expanded LTD coverage. Some factors to consider when making your decision include:

- Your health status,
- How long you plan to continue working,
- The balance available in your extended sick time pay banks, and/or,
- The cost to continue enrollment at the maximum level of Expanded LTD coverage.

If you decide that you would like to re-enroll in the maximum level of Expanded LTD coverage after withdrawing, you will be required to submit an Expanded LTD Application with Health Statement. Your Statement of Good Health must then be reviewed for evidence of insurability (medical underwriting) by the Claims Administrator. Your coverage will take effect on the date your Statement of Good Health is adjudicated as approved by the Claims Administrator.

Conversion of Coverage

Conversion to an individual policy is not available for this plan. Expanded LTD Plan coverage ceases upon retirement or termination from the university.

Continuation of Coverage

Depending on the type of paid or unpaid leave of absence you are on, you may continue to be eligible for coverage under the Expanded LTD Plan. Please refer to the chart below. For additional information as to how the following paid or unpaid leave of absences may affect your ability to apply for LTD benefits, please review the section of this booklet entitled “Filing a Claim for LTD Benefits,” and contact the Shared Services Center at 734-615-2000 (toll-free 866-647-7657) to speak with an LTD representative.

Continuation of Coverage Rules While on a Paid or Unpaid Leave of Absence			
Type of Leave	Eligibility for Enrollment in Coverage	Coverage Duration if Already Enrolled	If you become disabled, your LTD benefits are based on:
Child Care	No ¹	Until leave ends, typically up to one year	Covered base salary ² as of last day of pay
Duty Off Campus Governmental Activity Scholarly Activity Staff Rotation (Short Term)	Yes ¹	Until leave ends	Covered base salary ² as of last day of pay
Extended Sick Time Pay	No ¹	Until leave ends	Covered base salary ² as of last day of pay
Family Medical (FMLA)	No ¹	Until leave ends	Covered base salary ² as of last day of pay
Personal Medical	No ¹	Until leave ends, typically up to two years	Covered base salary ² as of last day of pay
Personal	No ¹	Until leave ends, typically up to one year	Covered base salary ² as of last day of pay
All Other Leaves Without Salary	No ¹	Until leave ends, typically up to one year	Covered base salary ² as of last day of pay
Seasonal	Yes ¹	Until leave ends	12 months of pay ³
Sabbatical	Yes ¹	Until leave ends	Base salary prior to leave ⁴
Phased Retirement	Not Applicable	Until Phased Retirement ends	Covered base salary ² per terms of phased retirement agreement
Retirement Furlough	Not Applicable	Benefits are not available because there is no loss of income and the faculty member retires from a furlough.	
Educational Leave Military Leave Reduction in Force (RIF)	No ¹	Not applicable as coverage is not available for continuation	Covered base salary ⁵ as of last day of pay

Footnotes

- ¹ A “No” indicates that you will not be enrolled automatically until you have returned to work in an eligible appointment for at least 20 continuous work days at the appointment effort that was in effect before your leave began. A “Yes” indicates that you will be enrolled when you meet the years of service criteria, even if you are on a leave when you meet the criteria.
- ² When calculating salary, the Benefits Office assumes that you have an ongoing appointment with the same percent effort. When your salary fluctuates during the 12-month period prior to your last day of work, your benefits will be based on the greater of:
 - Your annual base salary as of your last day of work, or
 - Your annual base salary for the 12 consecutive months prior to your last day of work.
- ³ The Benefits Office will use the average of your covered base salary over the entire 12-month period as the basis for determining your pre-disability base salary. Your LTD income will be paid over a 12-month period.
- ⁴ The Benefits Office will use your annual base salary as of your last day of work preceding your Sabbatical leave.
- ⁵ In cases where a faculty or staff member submitted a claim application for LTD benefits prior to going out on a leave, the Benefits Office will use your annual base salary as of your last day of pay if your claim is approved.

Filing a Claim for LTD Benefits

Claim Review and Determination

LTD claims are reviewed and judged (adjudicated) by the external, third-party Claims Administrator (CA).

The CA makes initial disability determinations **at their sole discretion** and applies the initial claim eligibility guidelines including the definition of “disability” under the Expanded LTD Plan. The determination as to whether you meet this definition is based on medical information, which must include objective clinical findings. The objective clinical findings must support the conclusion not only that you have a condition(s), but that the condition(s) renders you totally and permanently disabled (partially and permanently disabled for practicing physicians) as defined under the Expanded LTD Plan.

All medical evidence must pertain to the period of time that your Expanded LTD coverage is in force. The CA reserves the right to reject any information pertaining to a time when you are not covered by this plan.

If your claim is approved, the CA will contact you by phone and in writing. The CA will also notify the Benefits Office, which will then notify your department of the claim decision and contact you to review your Expanded LTD benefit entitlements.

If your claim is denied, in whole or in part, the CA will contact you by phone and in writing. The CA will also notify the Benefits Office of the determination. If you disagree or feel your claim was denied in error, you have appeal rights.

The appeal process guidelines will be included in your LTD denial letter from the CA. A separate and independent Appeals Department makes disability determinations **at their sole discretion** and applies the same criteria as previously indicated for the initial claim determination. However, the claims examiner who made the original claim determination is not a member of the Appeals Department.

All medical evidence must pertain to the period of time that your Expanded LTD coverage is in force. The Appeals Department reserves the right to reject any information pertaining to a time when you are not covered by this plan.

Lastly, the CA (as part of the initial claim adjudication) and the Appeals Department (as part of the subsequent appeal adjudication) reserves the right to reject any information provided after the LTD claim determination has been made.

Initial Claim Eligibility Guidelines

To file a claim for LTD benefits, you must:

- Meet the eligibility and enrollment requirements for Expanded LTD coverage, as determined by the Benefits Office,
- Have LTD coverage in force as defined on page 21 and as determined by the Benefits Office,
- Fully cooperate with Work Connections and the CA,
- Provide medical information and documentation as requested by Work Connections or the CA, which includes, but is not limited to:
 - Health Care Provider Statements
 - Functional Abilities Forms (FAF)
 - Clinical notes, summaries, and diagnostic testing results, and/or
 - Functional Job Descriptions
- Attend examinations by other physicians, psychologists, and/or psychiatrists as requested by Work Connections or the CA,
- Meet with nurse case managers and/or vocational rehabilitation specialists as requested by Work Connections or the CA,
- Receive regular, appropriate care and treatment, as determined by the CA, and follow reasonable medical advice intended to aid your recovery and return to work, and
- Fill out the LTD application packet in its entirety and return it to the CA. Please note:
 - Incomplete or altered forms will not be accepted and may result in the denial of your LTD claim.
 - The LTD application packet must be completed and returned to the CA before termination of coverage or employment, retirement*, a reduction in force (RIF) leave, educational leave, military leave, and/or a Workers' Compensation redemption/settlement.

*The Expanded LTD Plan will not provide benefits if you file a claim (apply for LTD benefits) after you are scheduled to retire or take a retirement furlough.

Fees for independent medical examinations (IMEs) and vocational assessments are paid for by the Expanded LTD Plan. Other fees associated with obtaining the requested medical evidence are your responsibility. Neither the university nor the CA will pay for or provide reimbursement for any such expenses, including but not limited to:

- Medical record fees
- Copying fees
- Co-pays
- Deductibles
- Diagnostic testing fees
- Travel expenses (to/from appointments, including appointments for IMEs and vocational assessments)

Definition of Disability

Under the Expanded LTD Plan, disability must be **total and permanent**. **Total** disability is the complete inability, except during periods of rehabilitative employment, by reason of any medically determinable physical or mental impairment, to engage in any occupation or employment for wages or profit for which you are reasonably suited by education, training, or experience. **Permanent** disability occurs when the impairment is expected to result in death, or when the impairment has lasted (or is expected to last) for a continuous period of at least twelve (12) months from the date of disability.

If you are on a leave of absence, paid or unpaid, before a medical impairment impacts your ability to work, the CA will determine, **at their sole discretion**, the date of disability for purposes of determining your eligibility for benefits under the Expanded LTD Plan.

If your disability or impairment is not expected to be total and permanent, your claim will be denied. If it is uncertain whether your disability or impairment will be total and permanent, the CA may delay the determination, **at their sole discretion**, until sufficient information is received. Being out of the workplace for twelve (12) continuous months does not automatically qualify you for benefits under the Expanded LTD Plan.

Practicing physicians, as defined on page 22, should refer to Partial Disability for Practicing Physicians on page 19. Under the Expanded LTD Plan, practicing physicians may qualify for LTD benefits under the **partial and permanent** definition of disability.

Rehabilitative Employment Period

You may be considered for a period of rehabilitative employment if it is documented that certain medical issues may make your successful return to work appear questionable. You can return to work for up to ninety (90) days during a rehabilitative employment period without having to begin a new twelve (12) month period. If you return to work for more than ninety (90) days, your twelve (12) month period will restart from your most recent last day of work or new date of disability, as determined by the CA.

Plan Provisions for LTD Benefit Participants (Recipients)

LTD Benefits Begin Date

If your claim is approved by the CA, your LTD benefits will begin on the **latest** of the following dates:

- The day after you have exhausted all paid time benefits, including but not limited to: short-term sick time pay, extended sick time pay, vacation accrual, and/or PTO accrual;
- After the waiting period as defined on page 22; or,
- After your unrelated paid or unpaid leave of absence, as defined on page 22, has ended.

Maximum LTD Benefit Duration Period

If you are under age 62 when your LTD benefits begin, the maximum LTD benefit duration is to age 65. If you are age 62 or older when your LTD benefits begin, the maximum LTD benefit duration is based on the following chart:

Maximum LTD Benefit Duration Period	
Age	Maximum LTD Benefit Duration
Under age 62	To age 65
62 but less than 63	42 months
63 but less than 64	36 months
64 but less than 65	30 months
65 but less than 66	24 months
66 but less than 67	21 months
67 but less than 68	18 months
68 but less than 69	15 months
69 and over	12 months

To qualify for continued LTD benefits through the maximum benefit duration period, your LTD claim will be reviewed on at least an annual basis by the CA. Please refer to page 17 for further information regarding the claim extension determination and eligibility guidelines.

Upon exhaustion of the maximum benefit duration period, your LTD benefits and employment with the university will end. You also have the right to request an early withdrawal form to voluntarily end your benefits under the Expanded LTD Plan. Once an early withdrawal request is submitted to the Benefits Office in writing, it is irrevocable.

For those faculty and staff who meet the retirement eligibility requirements as defined under the university's Standard Practice Guide (SPG) Section 201.83, your employment status will change from "Long-Term Disability" to "Retirement" when your LTD benefits end.

For those faculty and staff who do not meet the university's retirement eligibility requirements, your employment status will reflect a termination when your LTD benefits end. In this case, you will be offered fringe benefits continuation for all eligible plans under the Consolidated Omnibus Budget Reconciliation Act, otherwise known as COBRA.

For additional information on the retirement eligibility requirements or on retiring from the university, please contact the Shared Services Center at 734-615-2000 (toll-free 866-647-7657) or visit the University HR website at: hr.umich.edu/retirement-savings-plans.

LTD Income Replacement Benefits

The Expanded LTD Plan replaces up to 65% of your covered pre-disability base salary minus other disability income for which you are eligible. The maximum LTD income replacement benefit is \$23,000 per month, which is based upon the plan's annual covered salary maximum of \$424,615. If you only have the capped level of Expanded LTD coverage, your LTD income replacement benefit will be calculated based upon the capped salary amount, or your annual pre-disability base salary, in effect as of your LTD begin date, whichever is less.

Reduced Appointment

If your appointment is voluntarily or involuntarily reduced while you are covered by this plan, your LTD income replacement benefits will be calculated using the base salary for your reduced appointment.

Exception – Your LTD income replacement benefits will be calculated using your base salary prior to the reduction in appointment if:

- There is satisfactory evidence, as determined by the Benefits Office in conjunction with the CA, that your appointment and/or base salary were reduced because of your illness or injury, and
- You are approved for Expanded LTD Plan benefits within two (2) years of such reduction. The approval date for LTD benefits is the date the CA provides written notification to the Benefits Office.

Pre-LTD Salary Increases

If you are receiving extended sick time pay, the Benefits Office will not consider a salary increase of more than your average increase over the last three (3) years of work, or if it is greater, the average increase in your department during the year that your LTD benefits begin. Retroactive salary adjustments will only be considered if proposed to Human Resources in writing before your date of disability.

Cost of Living Adjustments (COLA)

Future Cost of Living Adjustments (COLA) are not provided under the Expanded LTD Plan.

LTD Paycheck Frequency

You will be paid LTD income replacement benefits directly from the university on the last working day of each month.

Taxability of LTD Income Replacement Benefits

LTD income replacement benefits can be all taxable, all non-taxable, or a combination of both. You will pay federal and state taxes on the portion of your LTD income replacement benefits attributable to the university's share of premium payments during the three (3) year period immediately preceding your last day of pay. The portion of your LTD income replacement benefits attributable to your share of premium payments during the three (3) year period immediately preceding your last day of pay will be tax-free. Taxes under the Federal Insurance Contribution Act (FICA), such as Social Security and Medicare, are applicable for the first six (6) months from your last day of work. Practicing physicians receiving partial LTD benefits will continue to pay FICA taxes. Please see page 19 for further information on partial disability for practicing physicians.

Other Disability Income

Other disability income is income you and/or your dependents receive, or are eligible to receive, because of your disability. Other disability income is subtracted from your maximum LTD income replacement benefit. You must pursue, to the fullest extent possible, disability income from all sources.

Other disability income includes:

- Social Security Disability Income (SSDI) benefits for you and your dependent child(ren) because of your disability regardless of who actually receives the payments,
- Social Security Retirement benefits,
- Workers' Compensation benefits or settlement (If you receive a Workers' Compensation Lump Sum Redemption while you are receiving LTD benefits, your LTD income replacement benefit will be suspended for one month following the effective date of the redemption/settlement),
- Veterans Administration benefits payable due to the same disability for which you were approved under the Expanded LTD Plan,
- The university's Travel Accident Program or other university benefit plans,
- Any other government disability programs, or
- Any other disability/retirement benefits under a public program for yourself and/or your dependents.

Other disability income does not include:

- Personal savings accounts,
- Benefits from an individual disability or private disability insurance policy,
- Accelerated death benefits paid under a life insurance policy,
- Social Security benefits you receive as a widow(er) or survivor,
- Increases due to cost of living in Social Security benefits for yourself and/or your dependents that have an effective date after your LTD benefits begin date,
- Income received from a profit sharing plan, thrift or savings plan, deferred compensation plan, Individual Retirement Account (IRA), tax sheltered annuity, stock ownership plan, or Keogh (HR-10) plan, or
- Retirement or disability benefits you receive from a past employer.

The Benefits Office will request proof of you and/or your dependents' eligibility for other disability income. However, it is ultimately your responsibility to provide the Benefits Office with written documentation of your claim status regardless of whether the Benefits Office requests such information. Official claim documentation, which includes, but is not limited to award and denial letters, must be provided to the Benefits Office within fifteen (15) days from the date of the correspondence. The documentation must specify the date you are entitled to other disability income, the amount of other disability income, and the amount of any fees paid to your Social Security attorney/representative, if applicable.

If you do not apply for other disability income, do not provide information upon request, or fail to inform the Benefits Office of all awards and/or denials, the Benefits Office has the right to:

- Reduce your LTD benefits by the amount of other disability income, estimated by the university, you and your dependents are eligible to receive,
- Withhold or discontinue all benefits under the Expanded LTD Plan, and/or
- Seek termination of your employment status.

If you become ineligible for other disability income, please provide the Benefits Office with a copy of your official claim documentation within fifteen (15) days from the date of the correspondence. For example, when all of your dependent child(ren) are no longer eligible for SSDI benefits based on your disability, their SSDI benefits will end. In most cases, SSDI benefits for your dependent child(ren) end once all child(ren) have attained 18 years of age and have graduated from high school. If your youngest dependent child turns 18 years of age before graduating high school, you will be required to apply for an extension

of benefits through the Social Security Administration. If your monthly LTD income replacement benefit changes because of an adjustment in other disability income, you will be notified in writing by the Benefits Office.

Social Security Filing Requirements

Social Security is the most common type of other disability income that LTD Participants receive. Recall from the previous section that other disability income includes Social Security Disability Income (SSDI) and Social Security Retirement benefits.

You are required to apply for benefits that may be available under the U.S. Social Security Act for you and your dependents. You can apply online at www.ssa.gov or by calling the Social Security Administration (SSA) toll-free at 1-800-772-1213 (TTY 1-800-325-0778). If the SSA denies your application, you must follow the reconsideration process and continue in that process through the highest level of appeals, including filing for a hearing with an SSA Law Judge.

If you retain an attorney or other representation while pursuing a claim for SSDI benefits, the Expanded LTD Plan will reimburse you up to the legal limit allowed under the rules of the SSA. The current limit is 25% of the retroactive SSDI benefit, but not more than \$6,000. This reimbursement will be granted provided that you repay the university in full within thirty (30) days of written notice from the Benefits Office regarding your LTD overpayment amount.

Once you are approved for SSDI, you must seek benefits for your dependent child(ren); this may include step-children. Your application for dependent child(ren) SSDI benefits must be submitted within fifteen (15) days of the date you are notified of the SSA's decision on your claim. Proof of application and/or other official claim documentation will be requested by the Benefits Office. However, it is ultimately your responsibility to provide the Benefits Office with written documentation of your dependent child(ren)'s claim status. The documentation must specify the date your dependent child(ren) are entitled to SSDI, the amount of SSDI, and the amount of any fees paid to your Social Security attorney/representative, if applicable.

If you do not apply for benefits available under the U.S. Social Security Act for you and your dependents, do not follow the full appeal process, or if you are denied because you refuse to accept rehabilitation, the Benefits Office has the right to:

- Reduce your LTD benefits by the amount of other disability income, estimated by the university, you and your dependents are eligible to receive,

- Withhold or discontinue all benefits under the Expanded LTD Plan, and/or
- Seek termination of your employment status.

Recovery of Overpayments

Your LTD benefits may be approved and/or begin before you receive a decision regarding your eligibility for other disability income. This situation may occur because of the difference in claim processing times between the university's third-party CA and the SSA or other disability income decision-making body. For example, the SSA takes at least four (4) months to make an initial claim determination; and, if denied, the SSA appeals process can take approximately two (2) years. In most cases, this is substantially longer than the Expanded LTD Plan's claim adjudication timeline.

Therefore, it is important to apply for other disability income as soon as possible in order to prevent or minimize the chance for an LTD overpayment. Nevertheless, the Benefits Office reserves the right to reduce retroactive LTD income replacement benefits (back pay) and/or future LTD income replacement benefits by an estimated amount of other disability income, as determined by the university, while your claim for other disability income is pending.

When other disability income is awarded to you and/or your dependent child(ren), official claim documentation must be provided to the Benefits Office within fifteen (15) days from the date of the correspondence. The Benefits Office will recalculate and reconcile your LTD income replacement benefits in combination with your other disability income and attorney fees, if applicable. If your other disability income award is retroactively effective, your LTD income replacement benefits must be recalculated and reconciled retroactively. As a result of this financial analysis, your LTD overpayment amount will be determined.

When an LTD overpayment occurs, it is your responsibility to repay the university in full within thirty (30) days of written notice from the Benefits Office. In order to repay the university within thirty (30) days, you should reserve any lump sum payment(s) from the SSA or other disability income office.

If full repayment is not received within thirty (30) days,

the Benefits Office has the right to:

- Reduce your remaining LTD income replacement benefits by the amount of the overpayment,
- Withhold or discontinue all LTD benefits under the Expanded LTD Plan,
- Seek termination of your employment status, and/or
- Pursue collection efforts and any other available legal rights in order to recover your LTD overpayment.

If at any time you are paid a larger LTD income replacement benefit amount than you are eligible to receive according to the terms of the Expanded LTD Plan, you must repay the university upon notification from the Benefits Office. The Benefits Office has the right to recover any LTD overpayment caused by, but not limited to, the following:

- Your approval and/or receipt of other disability income,
- Your failure to provide official claim documentation within fifteen (15) days from the date of the correspondence, confirming your eligibility for other disability income,
- Any error made by the Benefits Office in processing your LTD income replacement benefits, and/or
- Fraud.

Do you receive Other Disability Income? (e.g. Social Security Disability/Retirement Income, Workers Compensation, etc.)				
	NO		YES	
Expanded LTD Coverage	Maximum Coverage	Capped Coverage**	Maximum Coverage	Capped Coverage**
Max LTD Income Replacement Benefit	65% of your full pre- disability base salary, up to \$23,000 per month and until you are approved for Other Disability Income	65% of the limited pre- disability base salary, as determined by the university each year, and until you are approved for Other Disability Income	65% of your full pre- disability base salary, up to \$23,000 per month	65% of the limited pre- disability base salary, as determined by the university each year
Other Disability Income*	N/A		Subtract Other Disability Income from the Max LTD Income Replacement Benefit amount to calculate the correct monthly LTD payment	

*If your claim for other disability income is not in process or if it is pending at the time your LTD benefits are approved and/or begin, the Benefits Office reserves the right to reduce your max LTD income replacement benefit by an estimated amount of other disability income, as determined by the university, for retroactive LTD income replacement benefits (back pay) and/or future LTD income replacement benefits. Once approved, if the total of your Other Disability Income exceeds 65% of your covered pre-disability base salary, the Expanded LTD Plan makes no payments.

**The annual Capped (University-Paid/Upaid) coverage amounts are: \$30,000 for 2013 and earlier; \$57,500 for 2014; \$59,000 for 2015; \$60,000 for 2016; and \$61,000 for 2017. The capped coverage amounts for future years are to be determined. If you only have the capped level of Expanded LTD coverage, your LTD income replacement benefit will be calculated based upon the capped salary amount, or your pre-disability base salary, in effect as of your LTD begin date, whichever is less.

LTD Income Replacement Examples

Example #1

Faculty/Staff Member #1 is enrolled in **Maximum** Expanded LTD coverage. They are not yet approved for Social Security Disability Income (SSDI) and/or Other Disability Income. Their annual base salary is \$45,000, which is \$3,750 per month. Therefore, their covered pre-disability base salary is \$3,750 per month. In the previous chart, they would use the “Maximum Coverage” column under “NO” for Other Disability Income.

Covered Pre-Disability Base Salary	\$3,750 (= \$45,000/12)
65% of Covered Pre-Disability Base Salary	\$2,438 (= \$3,750 x 65%)
Monthly SSDI Benefit Award	- \$0 (not approved yet)
Gross LTD Income Replacement Benefit	\$2,438

If SSDI is approved, and Faculty/Staff Member #1 receives \$1,300 per month from Social Security, their gross LTD income replacement benefit would be adjusted for coordination. In this case, the new LTD income replacement benefit entitlement under the Expanded LTD Plan would be \$1,138 per month (\$2,438 - \$1,300 = \$1,138.)

Example #2

Faculty/Staff Member #2 is enrolled in **Maximum** Expanded LTD coverage. They are not yet approved for Social Security Disability Income (SSDI) and/or Other Disability Income. Their annual base salary is \$75,000, which is \$6,250 per month. Therefore, their covered pre-disability base salary is \$6,250 per month. In the previous chart, they would use the “Maximum Coverage” column under “NO” for Other Disability Income.

Covered Pre-Disability Base Salary	\$6,250 (= \$75,000/12)
65% of Covered Pre-Disability Base Salary	\$4,063 (= \$6,250 x 65%)
Monthly SSDI Benefit Award	- \$0 (not approved yet)
Gross LTD Income Replacement Benefit	\$4,063

If SSDI is approved, and Faculty/Staff Member #2 receives a combined award of \$3,155 per month from Social Security for themselves and their dependent child(ren), their gross LTD income replacement benefit would be adjusted for coordination. In this case, the new LTD income replacement benefit entitlement under the Expanded LTD Plan would be \$908 per month (\$4,063 - \$3,155 = \$908.) Their LTD income replacement benefit would be adjusted (increased) again in the future once their dependent child(rens) SSDI award(s) ended.

Example #3

Let's take Faculty/Staff Member #2 again except they are only enrolled in **Capped** Expanded LTD coverage. All other details remain the same –They are not yet approved for Social Security Disability Income (SSDI) and/or Other Disability Income; their annual base salary is \$75,000, which is \$6,250 per month. In this case, their enrollment in Capped coverage reduces their covered pre-disability base salary from \$75,000 per year (\$6,250 per month) to \$61,000 per year (\$5,083 per month.) In the previous chart, they would use the “Capped Coverage” column under “NO” for Other Disability Income.

Covered Pre-Disability Base Salary	\$5,083 (= \$61,000/12)
65% of Covered Pre-Disability Base Salary	\$3,304(=\$5,083 x 65%)
Monthly SSDI Benefit Award	- \$0 (not approved yet)
Gross LTD Income Replacement Benefit	\$3,304

If SSDI is approved, and Faculty/Staff Member #2 receives a combined award of \$3,155 per month from Social Security for themselves and their dependent child(ren), their gross LTD income replacement benefit would be adjusted for coordination. In this case, the new LTD income replacement benefit entitlement under the Capped Expanded LTD Plan would be \$149 per month (\$3,304 - \$3,155 = \$149.) Their LTD income replacement benefit would be adjusted (increased) again in the future once their dependent child(ren) SSDI award(s) ended.

LTD Fringe Benefits Continuation

Basic Retirement Savings Plan Contributions

If you are enrolled in the Basic Retirement Savings Plan—voluntary, compulsory, or the reduced-benefit option—the Expanded LTD Plan will provide a monthly LTD Retirement Savings Plan contribution on your behalf to TIAA-CREF and/or Fidelity. You will receive a percentage of your covered, pre-disability base salary according to your work location, and as defined under the provisions of the university's Basic Retirement Savings Plan.

The LTD Retirement Savings Plan contributions are subject to the annual IRS limits. Additionally, contributions will not be made to your Supplemental Retirement Account (SRA), Roth 403(b) SRA, 457(b) Plan, or the Roth 457(b) Plan.

Example #1

Staff Member #1 works on campus and has a gross monthly base salary of \$3,750. Under the Basic Retirement Savings Plan, the employee contribution for a campus employee is 5%, and the university contribution is 10%. These percentages are added together to determine the LTD Retirement Savings Plan contribution percentage. In this case, it is 15%.

To calculate the monthly LTD Retirement Savings Plan contribution amount, Staff Member #1's gross monthly base salary (\$3,750) is multiplied by 15%. The result is an LTD Retirement Savings Plan contribution of \$562.50 per month.

$$\$3,750 \times 15\% = \$562.50$$

Example #2

Staff Member #2 works in the hospital and has a gross monthly base salary of \$3,750. Under the Basic Retirement Savings Plan, the employee contribution for a regular Michigan Medicine employee is 4.5%, and the university contribution is 9%. These percentages are added together to determine the LTD Retirement Savings Plan contribution percentage. In this case, it is 13.5%.

To calculate the monthly LTD Retirement Savings Plan contribution amount, Staff Member #2's gross monthly base salary (\$3,750) is multiplied by 13.5%. The result is an LTD Retirement Savings Plan contribution of \$506.25 per month.

$$\$3,750 \times 13.5\% = \$506.25$$

For most LTD Participants, the fringe benefit plans in which you are participating as of your last day of pay, as defined on page 22, will be continued. If your LTD benefits begin after the waiting period or after your unrelated paid or unpaid leave of absence ends, the Benefits Office must review your eligibility for which fringe benefits can be continued on LTD.

The following fringe benefit **plans do not require a monthly premium ("employee contribution")** from LTD Participants:

- Health Insurance with Prescription Drug Coverage,
- Dental Option 1 Insurance Coverage, and
- Group Term Life Insurance Coverage (University Group Life and/or Optional Group Life if applicable).

These fringe benefit plans **require a monthly premium ("employee contribution")** from LTD Participants:

- Dental Option 2 or 3 Insurance Coverage,
- Vision Insurance Coverage,
- Legal Insurance Coverage,
- Dependent Group Life Insurance Coverage (Spouse Life and/or Child Life if applicable), and
- Flexible Spending Accounts.

Employee contributions, if applicable, will be deducted from your monthly LTD paycheck. In the event you do not receive an LTD paycheck, you will receive a billing statement in the mail and you must send in your payment each month to the address on the billing statement.

You may change your health insurance plan and/or dental option during the annual open enrollment period. However, if you cancel your health/prescription drug or dental coverage, re-enrollment will not be allowed unless you experience a qualifying life event. If you cancel your vision or legal coverage, re-enrollment in these plans is allowable during a future open enrollment period. If you cancel your dependent group life coverage, re-enrollment in these plans is not allowable under any circumstances. It is recommended that you contact the Shared Services Center for guidance at 734-615-2000 (toll-free 866-647-7657).

Dependent Eligibility for LTD Fringe Benefits

Your dependents' eligibility for LTD fringe benefits continuation is contingent upon whether they are an existing dependent or a new dependent.

An existing dependent is an individual who is an eligible dependent as of your LTD begin date, **and** who maintains continuous eligibility as a dependent from the date your LTD benefits begin. The Benefits Office currently defines an eligible dependent as:

- A spouse,
- Other qualified adult (OQA),
- Your children by birth or adoption and children of your spouse or OQA (to age 26),
- Never married legal guardianship (to age 18 or court specified),
- Never married principally supported children (to age 19), and/or
- Never married disabled children (age 26 or older).

If already enrolled, existing dependents will remain covered under your U-M benefit plans when your LTD benefits begin. If you remove your existing dependents from your health/prescription drug or dental coverage, re-enrollment will not be allowed unless they experience a qualifying life event and still meet the definition of an existing dependent. If you remove your existing dependent from vision or legal coverage, re-enrollment in these plans is allowable during a future open enrollment period as long as they meet the definition of an existing dependent. If you cancel dependent group life coverage, re-enrollment in these plans is not allowable under any circumstances. It is recommended that you contact the Shared Services Center for guidance at 734-615-2000 (toll-free 866-647-7657).

A new dependent is an individual who became an eligible dependent **after** your LTD begin date. For example, the birth of a new baby or marriage (including re-marriage of an ex-spouse) **after** your LTD begin date. New dependents cannot be enrolled or added to any of your fringe benefit plans at any time.

Medicare Eligibility and Enrollment Requirements

Medicare is a federal health insurance program available to persons at age 65 or older. It is also available for people who have been entitled to Social Security disability benefits for 24 months, or have end-stage renal disease (permanent kidney failure). Medicare is directed by the federal Centers for Medicare & Medicaid Services (formerly Health Care Financing Administration).

Medicare comes in three parts:

- Part A covers inpatient hospital services and has no monthly premium,
- Part B covers outpatient medical services and has a monthly premium,
- Part D covers outpatient prescription drugs and has a monthly premium for most people (certain individuals may qualify for zero or a reduced monthly premium under the Medicare low-income prescription drug assistance program).

You must enroll in **Medicare Parts A and B** as soon as you become eligible if you are enrolled in a university health insurance plan. Any dependents, including your spouse or partner, who are covered under your university health insurance plan must also enroll in Medicare Parts A and B if they become eligible. There is no requirement under the terms of the Expanded LTD Plan for you and/or your dependents to enroll in Medicare Part D at this time.

Medicare Parts A and B will affect your university health insurance in the following ways:

- Medicare becomes the primary coverage for you and/or your covered dependents,
- Your university health insurance coverage becomes secondary or supplementary to Medicare,
- All services must be submitted to Medicare first for payment, and
- If you or your dependents fail to enroll in Medicare Parts A and B when first eligible, your benefits will be drastically reduced until you and/or your dependents are enrolled. Your university health insurance plan coverage will not pay for services that would have otherwise been paid primary by Medicare. There may be a penalty for late Medicare enrollment of 10% per year for each year that you and/or your dependents could have been enrolled.

It is your responsibility to notify the Benefits Office of you and/or your dependents eligibility for and enrollment in Medicare Parts A and B. You may be required to provide proof of your enrollment as requested by the Benefits Office. For further information, including enrollment deadlines for Medicare, or if you believe you qualify for Medicare Part D low-income assistance, you may contact one of the following resources:

The University of Michigan Shared Services Center
734-615-2000 local
1-866-647-7657 toll-free
ssc.umich.edu

Social Security Administration

1-800-772-1213

ssa.gov

Medicare

1-800-MEDICARE

medicare.gov

Dial 711 for Telecommunications Relay Service

Claim Extension Review and Determination

Your LTD claim will be reviewed on at least an annual basis by the external, third-party LTD Claims Administrator (CA). The CA makes disability determinations **at their sole discretion** and applies the claim extension eligibility guidelines including the definition of disability, as defined on page 21, under the Expanded LTD Plan. The determination as to whether you continue to meet this definition is based on medical information, which must include objective clinical findings. The objective clinical findings must support the conclusion not only that you have a condition(s), but that the condition(s) renders you totally and permanently disabled (partially and permanent for practicing physicians) as defined under this plan.

If your claim extension is approved, the CA will notify you in writing.

If your claim extension is denied, in whole or in part, the CA will contact you by phone and in writing. The CA will also notify the Benefits Office of the determination. If you disagree or feel your claim was denied in error, you have appeal rights.

The appeal process guidelines will be included in your LTD denial letter from the CA. A separate and independent Appeals Department makes disability determinations **at their sole discretion** and applies the same criteria as previously indicated for the claim extension determination. However, the claims examiner who made the claim extension determination is not a member of the Appeal Department.

The CA (as part of the claim extension adjudication) and the Appeals Department (as part of the claim extension appeal adjudication) reserves the right to reject any information provided after the LTD claim determinations has been made.

Claim Extension Eligibility Guidelines

In order for your claim to be reviewed for extension of LTD benefits, you must:

- Fully cooperate with the CA,
- Provide medical information and documentation as requested by the CA, which includes, but is not limited to:
 - Health Care Provider Statements
 - Functional Abilities Forms (FAF)
 - Clinical notes, summaries, and diagnostic testing results, and/or
 - Functional Job Descriptions
- Attend examinations by other physicians, psychologists, and/or psychiatrists as requested by or the CA,
- Meet with nurse case managers and/or vocational rehabilitation specialists as requested by the CA,
- Receive regular, appropriate care and treatment, as determined by the CA, and follow reasonable medical advice intended to aid your recovery and return to work, and
- Fill out the LTD annual packet in its entirety and return it to the CA. Please note:
 - Incomplete or altered forms will not be accepted and may result in the denial of your LTD claim.

Fees for independent medical examinations (IMEs) and vocational assessments are paid for by the Expanded LTD Plan. Other fees associated with obtaining the requested medical evidence are your responsibility. Neither the university nor the CA will pay for or provide reimbursement for any such expenses, including but not limited to:

- Medical record fees
- Copying fees
- Co-pays
- Deductibles
- Diagnostic testing fees
- Travel expenses (to/from appointments, including appointments for IMEs and vocational assessments)

If you do not fully cooperate, as determined by the CA, with the claim extension eligibility guidelines, the Benefits Office has the right to:

- Reduce, withhold, or discontinue all benefits under the Expanded LTD Plan, and/or
- Seek termination of your employment status.

Vocational Rehabilitation and Return to Work

To facilitate recovery, the university will aid and encourage you to return to work whenever possible. If the CA determines, based on medical and vocational information, that you are able to return to work at least half-time, you will no longer be considered totally and permanently disabled. In these circumstances, the university, at no cost to you, will refer you to vocational rehabilitation services for a period of up to ninety (90) days. Although your participation is voluntary and you are not required to return to work, if you choose not to accept vocational rehabilitation services, your LTD benefits will end immediately. The university is not required to provide you with employment either inside or outside of the university.

If you choose to accept services, you will be assigned a certified Vocational Rehabilitation Counselor by the CA and receive an individualized Vocational Rehabilitation Plan (VRP). During your ninety (90) day VRP period, your LTD benefits will continue provided you fully cooperate and actively seek employment as defined by your Vocational Rehabilitation Counselor. As appropriate, VRP services may include:

- A vocational assessment and transferable skills analysis,
- Assistance with cover letter and resume development,
- Interview skills counseling including mock interviews,
- Pre-screened employment leads,
- Referrals to external agencies such as Michigan Rehabilitation Services (MRS), Michigan Works, libraries, and job fairs, and
- Ongoing support and job seeking guidance.

If you do not fully cooperate with the VRP, as determined by the CA, the Benefits Office has the right to:

- Reduce, withhold, or discontinue all benefits under the Expanded LTD Plan, and/or
- Seek termination of your employment status.

Upon receipt of a job offer that is external to the University of Michigan and/or Michigan Medicine, or upon completion of the ninety (90) day VRP period, whichever comes first, your LTD benefits will end. Your LTD benefits will also end if you choose not to accept vocational rehabilitation services by the deadline noted in your LTD denial letter from the CA. In either case, your employment with the university will be terminated consistent with the ending date of your Expanded LTD benefits.

Upon receipt of a job offer that is internal to the University of Michigan and/or Michigan Medicine, the Benefits Office may choose to bridge your employment status until your new job begins. However, the bridge period may be limited to 30 days and only LTD fringe benefits will be provided; LTD income replacement benefits will not be paid.

Rehabilitative and Therapeutic Employment

If it is determined by the CA that certain documented medical issues make your safe and successful return to work in at least a half-time position appear questionable, your initial return may be considered a period of Rehabilitative Employment. The Rehabilitative Employment period may last for a period of up to ninety (90) days. The CA will assign a Vocational Rehabilitation Counselor and/or Nurse Case Manager to evaluate your progress. If the CA determines, based on medical and vocational information, that you are able to maintain at least half-time employment, your LTD benefits will end at the conclusion of the ninety (90) day period.

There may also be circumstances when you are able to work, but in a highly limited capacity due to your disability or impairment. This is called Therapeutic Employment. In these cases, you are allowed to work up to nineteen (19) hours per week and maintain your LTD benefits. The CA may request written proof to determine, **at their sole discretion**, your continued eligibility for LTD benefits based on medical and vocational information.

Earned Income Coordination

In cases of Rehabilitative and Therapeutic Employment, your LTD income replacement benefit will be reduced by 50% of the gross income you earn each month from working. If 50% of your earned income is greater than your monthly LTD income replacement benefit, your LTD income replacement benefit will be reduced to \$0 for that month. It is your responsibility to report all earned income to the Benefits Office and/or to the CA within thirty (30) days from the date you receive payment.

Partial Disability for Practicing Physicians

Practicing physicians enrolled in Maximum Expanded LTD coverage or Capped Expanded LTD coverage, as defined on pages 3-6, automatically have disability insurance protection in the event of a partial disability. A practicing physician is a person licensed to practice medicine in the State of Michigan who provides patient care services at a university medical facility or affiliated hospital, and does so immediately prior to the disability as part of any job requirement with the university.

In order to qualify for partial LTD benefits, you must be **partially and permanently** disabled from your own occupation. Partial means you are unable to practice within the terms of your university appointment; permanent means your disability or impairment must last, or be expected to last, for at least twelve (12) months.

If your claim is approved by the CA, your partial LTD benefits will begin after you have exhausted all paid time benefits, including short-term sick time pay and extended sick time pay, or after the waiting period if applicable. Practicing physicians are subject to all other plan provisions described in this booklet unless there are differences specifically outlined in this section.

Partial LTD Income Replacement Benefits

The Expanded LTD Plan replaces up to 65% of your covered lost earnings minus other disability income, if applicable.

Example #1

You are enrolled in **Maximum** Expanded LTD coverage and your full pre-disability base salary is \$150,000 per year. Due to your disability, you are no longer able to perform patient care activities, but you can continue to perform other responsibilities. Based on this, your partial LTD income replacement benefits would be:

Full Pre-Disability Base Salary	\$150,000
Earnings from Work	- 50,000
“Lost Earnings”	\$100,000
LTD Salary Replacement	x .65
Gross LTD Benefit	\$ 65,000
In total, your gross university income would equal \$115,000 per year (\$50,000 + \$65,000.)	

Example #2

You are enrolled in **Capped** Expanded LTD coverage and your full pre-disability base salary is \$150,000 per year. Due to your disability, you are no longer able to perform patient care activities, but you can continue to perform other responsibilities. In this case, your enrollment in Capped coverage reduces your covered lost earnings from \$100,000 per year to \$61,000 per year. Based on this, your partial LTD income replacement benefits would be:

Full Pre-Disability Base Salary	\$150,000
Earnings from Work	- 50,000
“Lost Earnings”	\$100,000
Covered Lost Earnings	\$ 61,000
LTD Salary Replacement	x .65
Gross LTD Benefit	\$ 39,650
In total, your gross university income would equal \$89,650 per year (\$50,000 + \$39,650.)	

Retirement Savings Plan Contributions

If you are enrolled in the Basic Retirement Savings Plan—voluntary, compulsory, or the reduced-benefit option—the Expanded LTD Plan will provide a monthly LTD Retirement Savings Plan contribution on your behalf to TIAA-CREF and/or Fidelity. You will receive a percentage, as defined under the provisions of the university’s Basic Retirement Savings Plan, of your covered lost earnings. The LTD Retirement Savings Plan contributions are subject to the annual IRS limits. Additionally, contributions will not be made to your Supplemental Retirement Account (SRA), Roth 403(b) SRA, 457(b) Plan, or the Roth 457(b) Plan.

Earned Income Offset

Income from another position will be considered for offset or coordination, and your partial LTD benefit entitlement will be adjusted accordingly. This includes any income you earn from internal or external employment, including self-employment. It is your responsibility to report earned income to the Benefits Office for timely reconciliation.

Termination of LTD Benefits

Your LTD benefits will end as of the last day of the month on the earliest of the following:

- The maximum LTD benefit duration period as defined on page 9,
- The date you retire,
- The date of your death, or
- The date you are no longer totally and permanently disabled (partially and permanently disabled for practicing physicians) as determined by the CA, at their sole discretion, and/or are able to return to work at least half time.

Your LTD benefits will also end if:

- You fail to cooperate in obtaining vocational rehabilitation or employment,
- You fail to follow reasonable medical advice or cease to be under regular, appropriate care and treatment,
- You refuse to undergo an examination by a doctor of the CA's choosing,
- You fail to provide written proof of disability that the CA determines to be satisfactory,
- You fail to apply for other disability income or pursue receiving other disability income to the fullest extent possible,
- You fail to repay the university in full for an overpayment of LTD benefits,
- Your employment status with the university is terminated,
- You are confined in a penal or correctional institution as a result of a conviction for a criminal or other public offense, and/or
- You otherwise fail to abide by the terms of the Expanded LTD Plan.

In all cases of non-compliance or by otherwise failing to abide by the terms of the Expanded LTD Plan, the Benefits Office will seek termination of your employment status with the University of Michigan and/or Michigan Medicine.

Pre-Existing Condition Limitations

There are no pre-existing condition limitations. The Expanded LTD Plan will provide LTD benefits regardless of any pre-existing conditions if:

- You have already met the eligibility and enrollment criteria as described on pages 3 - 6,
- You have LTD coverage in force,
- You file a claim for benefits under the Expanded LTD Plan,
- You qualify for total and permanent disability (partial and permanent disability for practicing physicians) as defined under the Expanded LTD Plan, and
- Your claim is adjudicated as approved by the CA.

General Limitations and Exclusions

The Expanded LTD Plan will not provide LTD benefits if your disability occurs:

- Due to intentionally self-inflicted injuries or attempted suicide, while sane or insane,
- Due to war or acts of war, declared or undeclared,
- Due to an illness or injury that occurs when you commit or attempt to commit a crime, or to which a contributing cause was your being engaged in an illegal occupation,
- While you are participating in a riot, or
- While you are confined in a penal or correctional institution.

Taxes and Premiums

If a new federal or state law requires the university to pay taxes or premiums to the federal or state government (or another entity) for hospital or medical benefits, the university may make any necessary adjustments to avoid duplicating benefits and may adjust taxable income as needed to comply with such laws.

Definition of Terms

Actively at Work

Actively at work means present in the workplace at your regular appointment effort. You are not considered actively at work if you are absent from the workplace due to a medical leave, child care leave, personal leave, for any other type of unpaid leave without salary, or while using extended sick time pay.

Adjudication

The act of making a decision or judgment on an LTD claim by the Claims Administrator.

Base Salary

Your normal earnings for the year—not to exceed 2,080 hours. Base salary includes administrative differential and incentive pay. It excludes overtime, shift premium, longevity, and non-university earnings.

Claims Administrator (CA)

The external person(s) or firm that the university selects to administer claims under this plan, and the entity that makes LTD claim determinations.

Continuous Years of Service

The period of employment that begins with your benefit eligibility date and ends with your last day of pay with an eligible appointment. Leaves and reductions in force do not cause a break in your service if you return to work within the specified time frame with an eligible appointment.

Coverage in Force

The disability insurance phrase to describe the status of your policy. If your Expanded LTD coverage is “in force” then you are currently protected.

Covered Salary

The amount of salary that you have insured based on your level of Expanded LTD coverage – Maximum or Capped.

Covered Lost Earnings

The amount of salary that you have insured based on your level of Expanded LTD coverage – Maximum or Capped.

Date of Disability

The date you become disabled, as determined by the external, third-party LTD Claims Administrator, and the starting point used to establish the twelve (12) month continuous period as described in the definition of disability for the Expanded LTD Plan. The date of disability may or may not align with your last day of work.

Definition of Disability (Partial *and* Permanent)

The university’s CA has determined, at their sole discretion, that you are completely unable, except during periods of rehabilitative employment, by reason of any medically determinable physical or mental impairment, to engage in your own occupation or practice within the terms of your university appointment. The impairment must be expected to result in death or to have lasted, or be expected to last, for a continuous period of not less than twelve (12) months from your date of disability.

Definition of Disability (Total *and* Permanent)

The university’s CA has determined, at their sole discretion, that you are completely unable, except during periods of rehabilitative employment, by reason of any medically determinable physical or mental impairment, to engage in any occupation or employment for wages or profit for which you are reasonably suited by education, training, or experience. The impairment must be expected to result in death or to have lasted, or be expected to last, for a continuous period of not less than twelve (12) months from your date of disability.

Eligible Appointment

The combination of your benefits group or job/career family, your appointment percentage, and the duration of your appointment in order to determine the benefit plans you are eligible to participate in as an employee of the university.

Evidence of Insurability (Medical Underwriting)

An application process in which you provide information on the condition of your health in order to be considered for enrollment in Expanded LTD coverage. The process requires review and approval by the Claims Administrator before coverage becomes effective.

Extended Sick Time Pay

Under this plan, all present and/or future extended sick time that a faculty or staff member is eligible to receive as defined in the Standard Practice Guide under sections 201.11-0 and 201.11-1, or as defined in the applicable union bargaining agreement.

Existing Dependent

An individual who is an eligible dependent as of your LTD begin date, *and* who maintains continuous eligibility as a dependent from the date your LTD benefits begin.

Faculty or Staff Member

A person who holds a regular, active, and benefit eligible appointment with the university.

Last Day of Pay

The date you exhaust all paid time benefits, including but not limited to: short-term sick time pay, extended sick time pay, vacation accrual, and/or PTO accrual.

Lost Earnings

The difference (reduction) in your base salary before your disability and your base salary after your disability; The reduction must be attributable to the disability for which you are approved for benefits under the Expanded LTD Plan.

Medical Leave of Absence

As defined in the Standard Practice Guide under sections 201.11 and 201.11-2.

New Dependent

An individual who becomes an eligible dependent *after* your LTD begin date.

Paid Time Off (PTO)

Under this plan, all present and/or future PTO accrual that a faculty or staff member is eligible to receive.

Plan Administrator

The person(s) authorized by the university to interpret the administration of the Expanded LTD Plan. The Benefits Office is currently the Plan Administrator under the supervision of the university's vice president and chief financial officer.

Practicing Physician

Under this plan, a person licensed to practice medicine in the State of Michigan who provides patient care services at a university medical facility or affiliated hospital, and does so immediately prior to the disability as part of any job requirement with the university.

Pre-Disability Base Salary

Your base salary, as defined under this plan, before you became totally and permanently disabled (or partially and permanently disabled for practicing physicians.)

Redemption

A lump sum settlement of a Workers' Compensation petition or claim related to past, present, and future liability.

Regular, Appropriate Care and Treatment

Under this plan, supervised care or treatment by a specialized doctor for the illness or injury causing your disability.

Short-Term Sick Time Pay

Under this plan, all present and/or future sick time that a faculty or staff member is eligible to receive as defined in the Standard Practice Guide under sections 201.11-0 and 201.11-1.

TTY

The telecommunication device for hearing or speech impaired people.

Termination

A faculty or staff member's separation of service, voluntary or involuntary in nature, from the University of Michigan and/or Michigan Medicine.

Unrelated Paid or Unpaid Leave of Absence

A leave of absence that has been approved in writing by the university in advance of your date of disability.

Vacation Accrual

Under this plan, all present and/or future vacation accrual that a faculty or staff member is eligible to receive as defined in the Standard Practice Guide under sections 201.64-0 and 201.64-1.

Waiting Period

The period of consecutive days of disability you must wait before the Expanded LTD Plan begins paying benefits. If you have less than two (2) years of service, the Expanded LTD Plan will not begin paying benefits until you have been disabled as defined by this plan for six months (180 days), or until after you have exhausted all paid time benefits, including but not limited to: short-term sick time pay, extended sick time pay, vacation accrual, and/or PTO accrual – whichever date is later. The waiting period begins with your date of disability.

Workers' Compensation

The State of Michigan's Workers' Compensation Act may provide benefits if you experience a work related illness or injury

Plan Limitations and Interpretations

If you are eligible to receive benefits under the Expanded LTD Plan, you will maintain your service date for seniority and service award purposes, but only upon your return to work from disability. Participating in the Expanded LTD Plan does not mean you are entitled to receive retirement benefits from TIAA-CREF and/or Fidelity unless you meet the eligibility requirements for receiving those benefits. The provisions in this booklet in no way guarantee your right to employment with the University of Michigan.

You may not alienate, encumber, or assign any of the benefits under the Expanded LTD Plan. Any such attempt will be void. Neither university funds, nor any benefit provided by the Expanded LTD Plan, will be liable for or subject to the debts or liability of any faculty or staff member. If you attempt to hold the university or the Expanded LTD Plan liable in this manner, your interest in the plan may be terminated, or payments may be withheld or applied as deemed proper for your benefit.

If you become legally, physically, or mentally incapable of receiving or acknowledging the income replacement benefits due to you under the Expanded LTD Plan, for your protection, the Plan Administrator (Benefits Office) may withhold payments, or may redirect payments to the person or institution that is legally responsible for your custody and maintenance. When your duly appointed guardian or legal representative makes proper claims for income replacement benefits, the Plan Administrator will redirect payments to your guardian or legal representative.

The university, at its sole discretion, has the right to redeem in cash, all past, present, and future claims for income replacement and fringe benefits under the Expanded LTD Plan. If you accept a settlement, it will result in your termination of employment, and agreement not to return to employment at the University of Michigan.

For copies of your medical records contained in your LTD claim file, you must contact your treating physician's office directly. If you want to see any independent medical exam reports and/or vocational evaluations, you must contact the external third-party LTD Claims Administrator. In no case will documentation be released by the Benefits Office before your claim for Expanded LTD benefits is adjudicated.

The University of Michigan in its sole discretion may modify, amend, or terminate the benefit plan as described by the provisions in this booklet. Although the university has elected to provide this benefit plan this year, no individual has a vested right to any of the benefits provided. Nothing in these materials gives any individual the right to continued plan coverage and/or benefits beyond the time the university modifies, amends, or terminates the benefit plan. Anyone seeking or accepting the coverage and/or benefits provided will be deemed to have accepted the terms of the benefits programs and the university's right to modify, amend or terminate them.

Your Rights Under ERISA

The Expanded LTD Plan is not a covered plan under the Employment Retirement Income Security Act of 1974, otherwise known as ERISA.

Shared Services Center

Shared Services Center Representatives are available by phone Monday-Friday, 8 a.m. to 5 p.m.

PHONE: 734-615-2000 local
1-866-647-7657 toll-free
Dial 711 for Telecommunications Relay Service

FAX: 734-763-0363

WEB: ssc.umich.edu
uhr.umich.edu

Published by

University of Michigan Benefits Office
Wolverine Tower—Low Rise G405
3003 South State Street
Ann Arbor, MI 48109-1278

The Benefits Office is a unit of University Human Resources

Richard S. Holcomb, Jr.
Associate Vice President for Human Resources

Brian Vasher
Senior Director for Benefits

August 2023

Regents of the University of Michigan

Jordan B. Acker
Michael J. Behm
Mark J. Bernstein
Paul W. Brown
Shauna Ryder Diggs
Denise Ilitch
Ron Weiser
Katherine E. White
Santa J. Ono, *ex officio*

Nondiscrimination Policy Statement

The University of Michigan, as an equal opportunity/affirmative action employer, complies with all applicable federal and state laws regarding nondiscrimination and affirmative action. The University of Michigan is committed to a policy of equal opportunity for all persons and does not discriminate on the basis of race, color, national origin, age, marital status, sex, sexual orientation, gender identity, gender expression, disability, religion, height, weight, or veteran status in employment, educational programs and activities, and admissions. Inquiries or complaints may be addressed to: The Senior Director for Institutional Equity, and Title IX/Section 504/ADA Coordinator, Office of Institutional Equity, 2072 Administrative Services Building, Ann Arbor, Michigan 48109-1432, 734-763-0235, TTY 734-647-1388. For other University of Michigan information call 734-764-1817.

© 2023 The Regents of the University of Michigan