



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



HUMAN RESOURCES
BENEFITS OFFICE
UNIVERSITY OF MICHIGAN

Table of Contents

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

The Basic Long-Term Disability Plan

The University of Michigan Basic Long-Term Disability (LTD) Plan 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 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 if you became totally disabled?
- 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 Basic 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 Basic LTD Plan. You should not rely on any other representation—oral or written—that any other person or entity may make concerning the Basic LTD Plan. Possession of this booklet does not constitute eligibility for coverage and/or benefits as provided under the plan.

The Basic LTD Plan at a Glance

Eligibility for Plan Coverage	<p>Active AFSCME members at four (4) years of continuous service.</p> <p>Faculty (except Supplemental faculty) and staff hired prior to 9/1/1981 and currently enrolled in Basic LTD coverage.</p> <p>Trades members hired prior to 8/1/1986 and currently enrolled in Basic LTD coverage.</p>
Enrollment in Plan Coverage	<p>Active AFSCME members are enrolled automatically at no cost after 4 years of continuous service with any percent appointment greater than 0% effort. No coverage is available before 4 years of service.</p>
Eligibility for Plan Benefits “Definition of Disability”	<p>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.</p>
LTD Benefits Begin Date	<p>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.</p>
Income Replacement Benefits	<p>You will receive up to \$1,200 per month. The university will coordinate your benefits with other disability income, such as Social Security, as described on pages 9 and 10.</p>
Taxability of Income Replacement Benefits	<p>All LTD income replacement benefits are taxable under the Basic LTD Plan. You will continue to receive a W-2 form each year from the university.</p>
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 ● Flexible Spending Accounts

Eligibility, Enrollment and Coverage

Groups Eligible for Coverage

You are eligible to participate if you are an active, regular AFSCME staff member with 4 or more continuous years of service and any percent appointment greater than 0% effort.

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.

Paying for Coverage

There is no cost to you for the Basic LTD Plan. The university pays the entire cost for this plan.

Coverage Begin Date

Your (active, AFSCME members) coverage will take effect on the date of your 4-year anniversary in a benefit eligible position with the university, provided you are actively at work. No coverage is available before 4 years of service.

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 coverage will be null and void.

In order to qualify for enrollment in coverage, you must return to work for at least 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 the criteria, it is your responsibility to contact the Benefits Office.

If you do not return to work at your full appointment effort for at least 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 LTD coverage level. If you do not have coverage in force, you cannot pursue a claim for benefits under the Basic LTD Plan.

Please refer to the chart on page 4 for further clarification on continuation of coverage during a paid or unpaid leave of absence.

When Coverage Ends

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

- The date you are no longer eligible based on your leave status,
- 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

There is no option to withdraw from Basic LTD coverage.

Conversion of Coverage

Conversion to an individual policy is not available for this plan. Basic LTD Plan coverage would cease 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 Basic LTD Plan. Please refer to the chart below for further details. 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, “Filing a Claim for LTD Benefits” that begins on page 5, and contact the Shared Services Center - HR Customer Care 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	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	Base salary ² as of last day of pay
Extended Sick Time Pay	No ¹	Until leave ends	Base salary ² as of last day of pay
Family Medical (FMLA)	No ¹	Until leave ends	Base salary ² as of last day of pay
Personal Medical	No ¹	Until leave ends, typically up to two years	Base salary ² as of last day of pay
Personal	No ¹	Until leave ends, typically up to one year	Base salary ² as of last day of pay
All Other Leaves Without Salary	No ¹	Until leave ends, typically up to one year	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	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	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 your average 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 Basic 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 as defined under the Basic LTD Plan.

All medical evidence must pertain to the period of time that your Basic 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 Basic 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 Basic 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 Basic LTD coverage, as determined by the Benefits Office,
- Have LTD coverage in force as defined on page 17 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 Basic 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 Basic 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
- Copays
- Deductibles
- Diagnostic testing fees
- Travel expenses (to/from appointments, including appointments for IMEs and vocational assessments)

Definition of Disability

Under the Basic 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 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 Basic 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 12 continuous months does not automatically qualify you for benefits under the Basic LTD Plan.

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 90 days during a rehabilitative employment period without having to begin a new 12-month period. If you return to work for more than 90 days, your 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, or
- After your unrelated paid or unpaid leave of absence, as defined on page 18, has ended.

Maximum LTD Benefit Duration Period

If you are younger than 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
Younger than 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 older	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 14 for further information regarding the claim extension determination and eligibility guidelines.

Upon reaching the maximum LTD benefit duration date and being medically unable to return to work, your LTD benefits will end. Most individuals will move to retirement following an LTD leave.

For those who do not meet the university's retirement eligibility requirements as defined under the Standard Practice Guide (SPG) Section 201.83, employment with the University of Michigan will end.

In this case, you will be offered benefit continuation for all eligible plans under the Consolidated Omnibus Budget Reconciliation Act, otherwise known as COBRA. Information about COBRA can be found here is available on the U-M COBRA web page at hr.umich.edu/benefits-wellness/benefits-enrollment/changing-your-benefits/life-events/cobra.

Before reaching the maximum LTD benefit duration, you also have the right to request an early withdrawal form to voluntarily end your benefits under the Basic LTD Plan. Once an early withdrawal request is submitted to the Benefits Office in writing, it is irrevocable.

For additional information about the retirement eligibility requirements or on ending your LTD benefits early, please contact the Shared Services Center - HR Customer Care at 734-615-2000 (toll-free 866-647-7657).

Faculty have an alternative option and may elect an unpaid medical leave of absence for up to one year when LTD benefits end and you are medically unable to return to work. The Benefits Office will contact you and your department 4-6 months before your LTD ending date to facilitate a conversation regarding the unpaid leave option. The unpaid medical leave of absence will be without compensation, and you may not have full access to your retirement funds. Benefit continuation is optional and at your expense. You will be responsible for paying 100% of the benefit premiums for any plans in which you choose to continue enrollment.

For individuals who are medically able to return to work and no longer meet the definition of disability as defined under the Basic LTD Plan, Sedgwick may deny the LTD claim. If your claim is denied before you reach your maximum LTD benefit duration, job search assistance will be offered. Participation with job search assistance is voluntary, and you are not required to return to work. If you choose not to accept these services, your LTD benefits will end immediately. In cases where job search assistance is accepted, LTD benefits will continue for up to 90 days unless a job offer is received sooner. In all return-to-work cases, the Benefits Office will work with you, human resources representatives and other key university stakeholders to ensure the consideration of all applicable university policies, procedures and bargaining agreements.

LTD Income Replacement Benefits

The Basic LTD Plan will pay LTD income replacement benefits according to the chart below. The maximum LTD income replacement benefit is \$1,200 per month, which is based upon the plan's annual covered salary maximum of \$28,800, and in coordination with other disability income as defined on pages 9 and 10.

Do you receive Other Disability Income? (e.g. Social Security Disability/Retirement Income, Workers Compensation, etc.)						
Benefit/Job Family	NO		YES			Other Faculty, Staff and Union Groups
	AFSCME Employees	Other Faculty, Staff, and Union Groups	AFSCME Employees			
Max LTD Income Replacement Benefit	50% of pre-disability base salary, up to \$1,200 per month	50% of pre-disability base salary, up to \$1,200 per month	75% of pre-disability base salary	or*	Pre-disability net Salary**	75% of pre-disability salary
Other Disability Income***	N/A	N/A	Subtract Other Disability Income from one of the above to calculate the correct monthly LTD payment of up to \$1,200 per month			

* The correct LTD income replacement benefit for AFSCME Employees is determined by whichever is greater – 75% of pre-disability base salary or the Pre-disability net Salary.

** The Pre-disability net Salary for AFSCME employees is defined in the AFSCME contract.

*** 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 75% of your pre-disability base salary or pre-disability net salary, if applicable, the Basic LTD Plan makes no payments.

LTD Income Replacement Examples

Example #1

Staff Member #1 is an AFSCME employee who is not approved for Social Security Disability Income (SSDI) and/or does not receive any Other Disability Income. Their gross monthly pre-disability base salary equals \$2,750. In the chart above, Staff Member #1 would use the "AFSCME Employees" column under "NO" for Other Disability Income.

50% of Pre-Disability Base Salary	\$1,375 = \$2,750 x 50%
Max LTD Income Replacement Benefit	\$1,200

Even though \$1,375 is 50% of the pre-disability base salary, Staff Member #1 will only receive a gross LTD income replacement benefit of \$1,200 per month due to the plan maximum.

Example #2

Staff Member #2 is an AFSCME employee approved for SSDI. Their gross, monthly pre-disability base salary is \$2,750. Their SSDI benefit award is \$1,400 per month. In the chart above, Staff Member #2 would use the "AFSCME Employees" column under "YES" for Other Disability Income.

75% of Pre-Disability Base Salary	\$2,063 = \$2,750 x 75%
Pre-Disability Net Salary	\$1,975

As indicated in the chart above, the greater of these two amounts is used. In this example, the greater amount is 75% of Staff Member #2's pre-disability base salary, or \$2,063. Therefore, their gross monthly LTD income replacement benefit is calculated as follows:

75% of Pre-Disability Base Salary	\$2,063
Monthly SSDI Benefit Award	- \$1,400
Gross LTD income replacement benefit	\$ 663

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 that your appointment and/or base salary were reduced because of your illness or injury, and
- You are approved for Basic LTD Plan benefits within 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 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 Basic 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 under the Basic LTD Plan are always subject to federal and state taxes. However, taxes under the Federal Insurance Contribution Act (FICA), such as Social Security and Medicare, are only applicable for the first 6 months from your last day of work.

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 Basic 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 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 Basic 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 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 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 Basic 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 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 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 Basic 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 4 months to make an initial claim determination; and, if denied, the SSA appeals process can take approximately 2 years. In most cases, this is substantially longer than the Basic 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 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 30 days of written notice from the Benefits Office. In order to repay the university within 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 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 Basic 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 Basic 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 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.

Basic Retirement Savings Plan Contributions

If you are enrolled in the Basic Retirement Savings Plan—voluntary, compulsory, or the reduced-benefit option—the Basic 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 monthly 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 is an AFSCME employee who works on campus and has a gross monthly base salary of \$2,750. Under the Basic Retirement Savings Plan, the employee contribution for an AFSCME 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 (\$2,750) is multiplied by 15%. The result is an LTD Retirement Savings Plan contribution of \$412.50 per month.

$$\begin{aligned} \$2,750 \times 15\% &= \\ &= \$412.50 \end{aligned}$$

Example #2

Staff Member #2 is a regular employee who works in the hospital and has a gross monthly base salary of \$3,500. 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 (\$3,500) is multiplied by 13.5%. The result is an LTD Retirement Savings Plan contribution of \$472.50 per month.

$$\text{\$3,500} \times \text{13.5\%} = \text{\$472.50}$$

LTD Fringe Benefits Continuation

For most LTD Participants, the fringe benefit plans in which you are participating as of your last day of pay, as defined on page 17, will be continued. If your LTD benefits begin 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 - HR Customer Care 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 - HR Customer Care 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

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, OQA or children, 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 LTD Plan for you and/or your dependents to enroll in Medicare Part D at this time.

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 (SSD) benefits for 24 months.

Medicare is directed by the federal Centers for Medicare & Medicaid Services (CMS). Medicare has three parts:

- Part A covers inpatient hospital services and has no monthly premium.
- Part B covers outpatient medical services and has a monthly premium. You are responsible for paying this premium, which may change annually.
- Part D covers outpatient prescription drugs and has a monthly premium for most people.

Enrollment in Medicare Part D is not required, but if you believe you may qualify for Medicare Part D low-income assistance, you may contact the U-M Shared Services Center - HR Customer Care, the Social Security Administration, or CMS for additional information. If you enroll in Medicare Part D, you must notify the Benefits Office immediately.

If you are receiving SSD, you will automatically be notified and enrolled in Medicare Parts A and B. If you

have not received your enrollment information and/or if you are not receiving SSD, you should contact the Social Security office at 1-800-772-1213 to enroll in Medicare. Once you receive a copy of your Medicare card, you must provide proof of enrollment to the university.

When you complete your required Medicare enrollment, you will be transitioned to a U-M Medicare Advantage plan. You may review information about the U-M Medicare Advantage plans at hr.umich.edu/medicare-advantage. You can be enrolled in only one Medicare Advantage plan at a time. Therefore, if you wish to maintain coverage elsewhere, such as through a spouse's employer, notify U-M and your U-M health plan coverage will be discontinued. Please note you will likely receive marketing materials from other publicly-available Medicare Advantage plans. If you are contacted, it's important to ask if it is a U-M-specific health plan.

If you fail to enroll and maintain your enrollment in Medicare Parts A and B, please be advised of the following:

- Your U-M health plan coverage will be terminated.
- Your LTD benefits will be in jeopardy.
- You may be subject to a penalty for late enrollment by Medicare. The cost of Medicare Part B may go up 10% for each 12-month period that you could have been enrolled in Medicare but didn't sign up for it.

For further information, including enrollment deadlines for Medicare, or if you believe you qualify for Medicare Part D low-income assistance, contact one of the following resources:

The University of Michigan Shared Services Center - HR Customer Care

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 17, under the Basic 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 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 Basic 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
- Copays
- 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 Basic 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 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 90-day VRP period, your LTD benefits will continue provided you fully cooperate and actively seek employment as defined by your Vocational Rehabilitation Counselor. 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! Association, 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 Basic 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 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 Basic 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 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 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 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 30 days from the date you receive payment.

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 7,
- The date you retire,
- The date of your death, or
- The date you are no longer totally and permanently disabled 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 Basic LTD Plan.

In all cases of non-compliance or by otherwise failing to abide by the terms of the Basic 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 Basic 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 and 4,
- You have LTD coverage in force,
- You file a claim for benefits under the Basic LTD Plan,
- You qualify for total and permanent disability as defined under the Basic LTD Plan, and
- Your claim is adjudicated as approved by the CA.

General Limitations and Exclusions

The Basic 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 Basic LTD coverage is “in force” then you are currently protected.

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 12-month continuous period as described in the definition of disability for the Basic LTD Plan. The date of disability may or may not align with your last day of work.

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 12 months from your date of disability.

Eligible Appointment

For AFSCME staff, an appointment of 4 continuous years of service at 0% effort or greater.

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.

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.

Faculty or Staff Member

A person who holds a regular, active appointment with the University of Michigan.

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.

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 Basic LTD Plan. The Benefits Office is currently the Plan Administrator under the supervision of the university’s vice president and chief financial officer.

Pre-disability Base Salary

Your base salary before you became totally and permanently disabled as defined by the Basic LTD Plan.

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.

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 Basic 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 Basic 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 Basic LTD Plan. Any such attempt will be void. Neither university funds, nor any benefit provided by the Basic 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 Basic 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 Basic 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 Basic 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 Benefits Office. In no case will documentation be released by the external, third-party LTD Claims Administrator before your claim for Basic 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 Basic LTD Plan is not a covered plan under the Employment Retirement Income Security Act of 1974, otherwise known as ERISA.

Shared Services Center

SSC - HR Customer Care representatives are available by phone Monday-Friday from 8 a.m.-1 p.m. and 2-5 p.m.

PHONE: 734-615-2000 local
1-866-647-7657 toll-free
Dial 711 for Telecommunications Relay Service
at 734-763-0363

FAX: 734-763-0363

WEB: ssc.umich.edu
hr.umich.edu/benefits-wellness

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 Assistant Vice President, Employee Benefits and Well-being Services

Kent Seckinger
Director of Operations for Benefits

Regents of the University of Michigan

Jordan B. Acker
Michael J. Behm
Mark J. Bernstein
Paul W. Brown
Sarah Hubbard
Denise Ilitch
Carl J. Meyers
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.

© 2025 The Regents of the University of Michigan

February 2025