

THE GEORGE WASHINGTON UNIVERSITY
LONG-TERM DISABILITY PLAN
SUMMARY PLAN DESCRIPTION

Effective date: January 1, 2005

TABLE OF CONTENTS

INTRODUCTION	1
ELIGIBILITY TO PARTICIPATE	1
Reinstatement of Coverage	2
CESSATION OF PARTICIPATION	3
CONTRIBUTIONS	3
BENEFITS	3
Amount of Monthly Benefit.....	4
Maximum Monthly Benefit	4
Minimum Monthly Benefit	4
Maximum Duration of Benefits	4
Elimination Period	4
Recurrent Disability	5
Rehabilitation Benefit	5
Work Incentive Benefit.....	5
Child Care Benefit	5
Extended Disability Benefit.....	6
Survivor Benefit.....	6
Supplemental Pension Benefit	7
Specific Indemnity Benefit	7
When Benefits End	8
BENEFIT LIMITATIONS	8
Reduction of Benefits – Other Income Benefits.....	8
Sources of “Other Income” Benefits.....	9
Pre-Existing Condition Limitation.....	10
Mental Health and Substance Abuse	10
Exclusions	11
Concurrent Disability	12
Other Limited Benefits	12
CLAIMS PROCEDURE.....	13
Initial Notice of Disability	13

Claims Denial.....	13
Appeal Procedure.....	14
Legal Actions.....	14
PLAN ADMINISTRATOR.....	15
PLAN AMENDMENT OR TERMINATION.....	15
ADDITIONAL INFORMATION.....	16
LOSS OF BENEFITS.....	16
STATEMENT OF ERISA RIGHTS.....	17
Receive Information About Your Plan and Benefits.....	17
Prudent Actions by Plan Fiduciaries.....	17
Enforce Your Rights.....	17
Assistance With Your Questions.....	18
FOR YOUR REFERENCE.....	18

INTRODUCTION

The George Washington University (the “University”) sponsors the George Washington University Long-Term Disability Plan (the “Plan”) to provide long-term disability insurance benefits for its eligible employees through its benefit provider, Reliance Standard Life Insurance Company (“Reliance”).

This document, together with the booklets and other descriptive materials you have received from the University and Reliance, constitutes a summary plan description (“SPD”) for the George Washington University Long-Term Disability Plan, as required by the Employee Retirement Income Security Act of 1974 (“ERISA”). The SPD is intended to describe the benefits that the University has made available to you as a participant in the Plan. Moreover, this document, together with the contract and agreement that the University has entered into with Reliance under the Plan, constitutes the written plan document. You and your dependents may examine the documents constituting the Plan, and certain other documents and records pertaining to the Plan, during regular business hours or by appointment at a mutually convenient time at the University’s Benefit Services Division. You may obtain copies of the documents constituting the Plan and of certain reports by contacting the University’s Benefit Services Division at (202) 994-9620. A reasonable charge may be imposed for those copies, as permitted by federal regulation.

Certain capitalized terms used in this SPD have been defined in this document.

Please Note: If there is any conflict or inconsistency between this document and the contract and agreement that the University entered into with Reliance under the Plan with respect to the benefits payable hereunder, the contract and agreement will control. The Plan, any changes to it, or any payments to you under its terms, does not constitute a contract of employment with the University and does not give you the right to be retained in the employment of the University.

ELIGIBILITY TO PARTICIPATE

You are eligible to participate in the Plan if you are a U.S. or Canadian citizen or legal resident, are an employee in Active Employment (as defined below), working at least 35 hours per week in the United States, or are a full-time faculty member in Active Employment who is appointed for at least one of the regular or visiting research ranks listed in the faculty code, devotes full service to University duties, and receives full salary through the University working at least 20 hours per week.

The following individuals are not eligible to participate in the Plan;

- individuals classified by the University as “leased employees” regardless of whether they are later deemed to be common law employees;
- individuals classified by the University as temporary employees, independent contractors, contract workers, casual employees, or consultants regardless of how long each such

individual actually works for the University and regardless of whether they are later deemed to be common law employees;

- individuals classified by the University as students of the University including fellows, graduate teaching assistants, or other individuals whose duties are incidental to their education programs; or
- non-resident aliens with no U.S. source income.

You will be covered under the Plan as of the first day of the first month following the date you complete a waiting period of one year of service with the University providing that you are actively at work on such date. However, if you have one year of prior long-term disability insurance with a previous employer, immediately preceding your employment with the University, you will be covered as of the first of the month coincident with or next following your date of hire. You will need to provide written evidence of coverage within 31 days of your date of hire to waive the one year waiting period.

If you are absent from work due to injury or sickness on the date your coverage would otherwise become effective, your coverage will begin on the date you return to Active Employment.

“Active Employment” means you are working for the University for earnings that are paid regularly and that you are performing the material and substantial duties of your regular occupation. You must be working at least the minimum number of hours as described above. Your work site must be (1) the University’s usual place of business; (2) an alternative work site at the direction of the University, including your home; or (3) a location to which your job requires you to travel. Active Employment includes approved time off such as vacation, jury duty and bereavement leave.

Reinstatement of Coverage

If your coverage ends, you may again become covered as an eligible employee. Coverage is subject to the following:

- You will need to complete the one year waiting period if your coverage ends (see the **CESSATION OF PARTICIPATION** section on page 3 of this booklet) and you become an eligible employee again.
- The one year waiting period will be waived if your coverage ends because you cease making the required contribution while on an approved Family Medical Leave Act (FMLA) leave of absence, and you become an eligible employee again within 31 days of the earlier of:
 - the end of the period of FMLA leave you and the University agreed upon; or
 - the end of the 12-week period commencing on the first day of your FMLA leave (or, if your FMLA is longer than 12 weeks, the end of your approved FMLA leave of absence).

- If you return to Active Employment as an eligible employee after an approved leave of absence or a temporary layoff you will be reinstated after one full day at work – with no waiting period.

CESSATION OF PARTICIPATION

Your coverage under the Plan ends on the earliest of:

- the date the Plan terminates;
- the date you cease to be an eligible employee; or
- the end of the period for which premiums have been paid.

Notwithstanding the above, Reliance or the Plan Administrator may, in its sole discretion, cause your participation in the Plan to terminate if you provide false information or make misrepresentations in connection with a claim for benefits; permit a non-participant to use a membership or other identification card for the purpose of wrongfully obtaining benefits; or obtain or attempt to obtain benefits by means of false, misleading or fraudulent information, acts or omissions.

The University may continue coverage for an approved leave of absence by paying the required premium payments. Coverage may continue until the earliest of the date the University stops paying the required premium or the date the leave ends. The University may also continue coverage during certain periods of absence, such as a leave of absence under the Family and Medical Leave Act of 1993 or a military leave of absence. Contact the University's Benefit Services Division at (202) 994-9620 if you have questions about coverage during an approved leave of absence.

CONTRIBUTIONS

The University pays the full cost for your coverage in the Plan.

BENEFITS

The Plan provides you with long term disability insurance benefits in the event of a disabling injury or sickness if you are "Totally Disabled" for more than 180 consecutive days. The amount of your disability benefit is based on your "Covered Monthly Earnings."

"Totally Disabled" or "Total Disability" means that, due to sickness or accidental injury, you cannot perform the material duties of your regular occupation during the Elimination Period and thereafter.

"Partially Disabled," or "Partial Disability" means that you are capable of performing the material duties of your regular occupation on a part-time basis, or some of the material duties of your regular occupation on a full-time basis.

“Covered Monthly Earnings” means 1/12 of your W-2 earnings for the calendar year prior to your Total Disability, including before-tax contributions made to a 401(k) plan, 403(b) plan, and any executive non-qualified deferred compensation arrangement. Covered Monthly Earnings excludes commissions, bonus, overtime, group term life insurance imputed income, allowances such as relocation allowances and car allowances, and other special forms of compensation. If your W-2 earnings were not for the entire year, your earnings for the partial year will be divided by the number of months worked.

Amount of Monthly Benefit

Your monthly benefit will be 60% of the first \$16,677 of your Covered Monthly Earnings reduced by “other income” benefits or offset by earnings for “rehabilitative employment”. “Other income” benefits are described in the **BENEFIT LIMITATIONS** section on page 8 of this booklet and “rehabilitative employment is described below.

Maximum Monthly Benefit

\$10,000 (60% of \$16,677).

Minimum Monthly Benefit

\$100.

Maximum Duration of Benefits

The duration of your disability benefit is the longer of the Maximum Benefit Duration or until normal retirement age under the Social Security Act, pursuant to the schedules below.

Age on Date Disability Begins	Maximum Benefit Duration
61 or less	To age 65
62	3.5 years
63	3 years
64	2.5 years
65	2 years
66	1.75 years
67	1.5 years
68	1.25 years
69 and over	1 year

Social Security Retirement Age	
Year of Birth	Full Retirement Age
1937 or before	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943 thru 1954	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
1960 and after	67

Please note: Notwithstanding these schedules, the maximum duration of benefits for Total Disability due to mental health disorders or substance abuse is limited to a maximum of 24 months. In addition, the 24 months maximum for disability due to mental health disorders is a lifetime maximum.

Elimination Period

“Elimination Period” means the period of 180 consecutive days of Total Disability. If, during your Elimination Period you return to work for 30 days or less, on a “full-time” basis,

your Total Disability will be treated as continuous, but the days that you are back at work will not be counted toward your Elimination Period. If, during your elimination period, you are Partially Disabled (as defined above, on page 2), you will be considered Totally Disabled for purposes of the Elimination Period.

For purposes of this Plan, “full-time” means 20 hours per week for faculty employees, and 35 hours per week for all other employees.

Recurrent Disability

If you have a Total Disability that recurs within six months from the end of your prior claim, your recurrent Total Disability will be treated as part of your prior claim and you will not have to complete another elimination period for the Total Disability recurrence.

Any Total Disability that occurs after six months from the date your prior claim ended will be treated as a new Total Disability claim, and you will have to complete a new Elimination Period.

Rehabilitation Benefit

If you are receiving disability benefits under the Plan and can engage in “rehabilitative employment,” your monthly benefits will continue under the Plan, reduced by 50% of your related earnings. However, note that under the “work incentive benefit” there will be no reduction in your disability benefits for the first 12 months of rehabilitative employment, except as described below in the section entitled ***Work Incentive Benefit***.

“Rehabilitative Employment” means work in a gainful occupation which your training, education or experience will allow. The work must be supervised by a physician or rehabilitative specialist approved by Reliance.

You will be considered able to perform Rehabilitative Employment if a physician or licensed certified rehabilitation specialist approved by Reliance determines that you can perform such employment.

Work Incentive Benefit

If, during the first 12 months of receiving disability payments, you work in Rehabilitative Employment while recovering from Total Disability, your disability payments will not be reduced unless the sum of (1) your monthly disability payment, plus (2) your monthly earnings from Rehabilitative Employment exceeds 100% of your Covered Monthly Earnings. If the sum of (1) and (2) above exceeds 100% of your covered earnings, your disability payments will be reduced by the amount of such excess.

Child Care Benefit

During the 12-month period you are eligible for the work incentive benefit, you may be eligible for a child care benefit. You will be eligible for the child care benefit if:

- you are receiving benefits under the work incentive benefit;
- your child is under age 14;
- child care is provided by a non-relative; and
- child care expenses are documented by a caregiver receipt that includes either the caregivers social security number, or employer identification number.

The amount of child care expenses incurred, up to a monthly maximum of \$250, will be added to your Covered Monthly Earnings for purposes of determining your work incentive benefit.

Extended Disability Benefit

If you are Totally Disabled and you exhaust your benefits under the Plan because you have reached the maximum duration of benefits, you may be eligible for extended disability benefits if you:

- are unable to function without continuous help or oversight due to the inability to perform daily activities (such as bathing, dressing, eating, etc.), or due to cognitive impairment (confusion or disorientation due to organic changes in the brain resulting in verifiable intellectual capacity deterioration); and
- you are either:
 - an inpatient in a skilled nursing home, rehabilitation facility or hospital, in which care is received from licensed medical professionals; or
 - receiving home health care or hospice care; and
- you make a written request for benefit extension before your benefits are exhausted, but no later than 31 days after maximum duration of benefits has been reached. Your request for extended disability benefits should be sent to your claims examiner at Reliance.

The extended disability benefit will be 85% of your monthly disability benefit (after any deductions due to other income benefits), up to a maximum of \$5,000 per month, and is payable for a maximum of 60 months from the date that you exhausted your benefits.

Survivor Benefit

If you die while you are receiving benefit payments under the Plan and you were Totally Disabled for at least 12 consecutive months, your spouse or children under age 25 may be eligible for a survivor benefit. The survivor benefit is a monthly payment equal to six times your monthly benefit (before reductions for wages earned).

Survivor benefits will be paid to your spouse, or if there is not surviving spouse, to your children under age 25. Benefits will be payable until the earlier of:

- the death of the last survivor; or
- the end of the 24 month period from your date of death.

Supplemental Pension Benefit

Employees who are Totally Disabled and who were participants in The George Washington University Retirement Plan for Faculty and Staff or The George Washington University Supplemental Retirement Plan immediately prior to the date of Total Disability will be eligible for the Supplemental Pension Benefit.

- “Base” contributions – if you are a participant in The George Washington University Retirement Plan for Faculty and Staff, an amount equal to 4% of your Covered Monthly Earnings will be contributed on a monthly basis to that plan.
- “Matching” contributions – if you are a participant in The George Washington University Supplemental Retirement Plan making employee contributions into that plan, and you were also a participant in The George Washington University Retirement Plan for Faculty and Staff, 150% of the monthly contribution (that you were making immediately prior to your Total Disability) into The George Washington Supplemental Retirement Plan will be made into the Retirement Plan for Faculty and Staff. In no event, however, will the matching contributions exceed 10% of your Covered Monthly Earnings.

This supplemental pension benefit is for the purpose of continuing retirement plan contributions for the Totally Disabled participants, and is payable to the trustee of The George Washington University Retirement Plan for Faculty and Staff. Notwithstanding the foregoing, any contributions made to The George Washington University Retirement Plan for Faculty and Staff shall be made in accordance with the terms of such plan.

The benefit is not payable while monthly benefits are being paid under the section entitled ***Specific Indemnity Benefit***, as described below.

Specific Indemnity Benefit

If you suffer any one of the losses listed below from an accident, the Plan will pay a guaranteed minimum number of monthly benefit payments, as shown below. However:

- (a) the loss must occur within 180 days from the accident; and
- (b) you must live past the elimination period.

For Loss of	Number of Monthly Benefit Payments
Both Hands	46 months
Both Feet	46 months
Entire Sight in Both Eyes	46 months
Hearing in Both Ears	46 months
Speech	46 months
One Hand and One Foot	46 months
One Hand and Entire Sight in One Eye	46 months
One Foot and Entire Sight in One Eye	46 months
One Arm	35 months
One Leg	35 months
One Hand	23 months
One Foot	23 months
Entire Sight in One Eye	15 months
Hearing in One Ear	15 months

“Loss(es)” with respect to:

- (1) hand or foot, means the complete severance through or above the wrist or ankle joint;
- (2) arm or leg, means the complete severance through or above the elbow or knee joint;
or
- (3) sight, speech or hearing, means total and irrecoverable loss thereof.

If more than one loss results from any one incident, payment will be made for the loss for which the greatest number of monthly benefits is provided.

The amount payable is the monthly benefits with no reduction from other income benefits. The number of monthly benefit payments will not cease if you return to Active Employment.

If death occurs after payment of monthly benefit begins, but before the specific indemnity benefit has been paid according to the above schedule, the balance remaining at time of death will be paid to your estate, unless a beneficiary is on record with Reliance under the Plan.

Benefits may be payable longer than shown above as long as you are still Totally Disabled, subject to the maximum duration of benefits.

When Benefits End

If you are receiving benefits under the Plan due to a Total Disability, your benefits under the Plan end on the earliest of:

- the end of the maximum duration of benefits (see section titled ***Maximum Duration of Benefits***);
- the date you are no longer Totally Disabled;
- the date you fail to furnish any required documentation regarding your continued Total Disability; or
- the date you die.

BENEFIT LIMITATIONS

Reduction of Benefits – Other Income Benefits

Your monthly disability benefit is reduced by “other income” benefits shown below to the extent they are resulting from the same Total Disability for which you are receiving benefits under the Plan. The monthly benefit payable to you will not be less than the minimum monthly benefit (except in the case of an overpayment or while receiving work earnings).

If you receive other income benefits in a lump sum instead of in monthly payments, the sum will be broken down to a monthly amount for the time period payable. If the time period is

not known, the sum will be broken down to a monthly amount for the period you are expected to be Totally Disabled.

Sources of “Other Income” Benefits

“Other income” benefits are benefits resulting from the same Total Disability for which a monthly benefit is payable under the Plan. These other income benefits are:

- disability income benefits you are eligible to receive under any other group insurance plans(s);
- disability income benefits you are eligible to receive under any government retirement system, except benefits payable under a federal government employee pension benefit;
- all permanent as well as temporary disability benefits, including any damages or settlement made in place of such benefits (whether or not liability is admitted) you are eligible to receive under:
 - Workers’ Compensation Laws;
 - occupational disease law;
 - any other laws of like intent as listed above; and
 - any compulsory benefit law;
- any of the following that you are entitled to receive:
 - wages or other compensation, excluding the amount allowable under Rehabilitative Employment (see section entitled, ***Rehabilitation Benefit*** on page 5 for information on Rehabilitative Employment).
 - commissions or monies from the University, including vested renewal commissions, but excluding commissions or monies that you earned prior to Total Disability that are paid after Total Disability has begun;
- disability or retirement benefits paid from The George Washington Retirement Plan for Faculty and Staff; and
- disability or retirement benefits under the United States Social Security Act, the Canadian pension plans, federal or provincial plans, or any similar law for which:
 - you are eligible to receive because of your Total Disability or eligibility for retirement benefits; and
 - your dependents are eligible to receive due to your Total Disability or eligibility for retirement benefits.

Pre-Existing Condition Limitation

If you become Totally Disabled due to a pre-existing condition, no benefits are payable under the Plan in connection with that Total Disability unless your elimination period starts after you have been in Active Employment under the Plan for 12 consecutive months.

A “pre-existing condition” is an injury or sickness for which you, in the 3 months before the first date on which you are covered under the Plan:

- received medical treatment, consultation, care, or services (including diagnostic procedures); or
- took prescription medications or had medications prescribed.

Mental Health and Substance Abuse

- **Mental or Nervous Disorders** – benefits for Total Disability caused by or contributed to by mental or nervous disorders will not be payable beyond an aggregate lifetime maximum duration of 24 months unless you are in a hospital or institution at the end of the 24-month period. In this case, benefits will continue to be payable while confined in a hospital or institution, but not beyond the maximum duration of benefits that would otherwise apply if Total Disability was not due to a mental or nervous disorder (see ***Maximum Duration of Benefits*** section on page 4 of this booklet).

If you were confined in a hospital or institution and:

- Total Disability continues beyond discharge;
- the confinement was during a period of Total Disability; and
- the period of confinement was for at least 14 consecutive days;

then upon discharge, benefits will be payable for the greater of:

- the unused portion of the 24-month period; or
- 90 days;

but in no event beyond the maximum duration of benefits.

Mental or nervous disorders or diseases are defined to include disorders which are diagnosed to include a condition such as:

- delusional (paranoid) disorders;
- psychotic disorders;
- depressive disorders;
- anxiety disorders;

- somatoform disorders (psychosomatic illness);
- eating disorders; or
- mental illness.

Mental or nervous disorder or disease does not include the following conditions: schizophrenia, bipolar disorders (manic depressive syndrome), dementia or organ brain disease.

- **Substance Abuse** – benefits for Total Disability due to alcoholism or drug addiction will be payable while you are a participant in a substance abuse rehabilitation program. The monthly benefit will not be payable beyond 24 months.

If, during a period of Total Disability due to substance abuse for which a monthly benefit is payable, you are able to perform Rehabilitative Employment, your benefits will be reduced by 50% of any payment you receive for Rehabilitative Employment until: (1) you begin performing all the material duties of your regular occupation on a full-time basis; or (2) the end of 24 consecutive months from the date that the Elimination Period is satisfied, whichever is earlier. All terms and conditions of the rehabilitation benefit will apply to Rehabilitative Employment due to substance abuse.

“Substance abuse” means the pattern of pathological use of a substance which is characterized by:

- impairments in social and/or occupational functioning;
- debilitating physical condition;
- inability to abstain from or reduce consumption of the substance; or
- the need for daily substance use for adequate functioning.

“Substance” means alcohol and those drugs included on the Department of Health, Retardation and Hospitals’ substance abuse list of addictive drugs, except tobacco and caffeine are excluded.

A “substance abuse rehabilitation program” means a program supervised by a physician or a licensed rehabilitation specialist approved by Reliance.

Exclusions

The Plan will not pay benefits for any Total Disability which is caused by, contributed to, or resulting from the following:

- an act of war, declared or undeclared;
- an intentionally self-inflicted injury;

- committing a felony; or
- injury or sickness that occurs while you are confined in a penal or correctional institution.

Concurrent Disability

If a new Total Disability occurs while monthly benefits are payable for a prior Total Disability, it will be treated as part of the same period of Total Disability (that is, you do not need to complete a new Elimination Period). Monthly benefits will continue while you remain Totally Disabled, subject to the following:

- the maximum duration of benefits; and
- limitations and exclusions that apply to the new cause of Total Disability. (Note that if the new cause of Total Disability limits benefits to a greater degree than the original cause of Total Disability, and if the original cause of Total Disability is ongoing, your benefits will continue under the original cause of Total Disability as otherwise provided under this Plan.)

Other Limited Benefits

- Monthly benefits will be limited to a total of 24 months in your lifetime for all Disabilities caused or contributed to by:
 - chronic fatigue syndrome; or
 - environmental allergic or reactive illness; or
 - self-reported conditions.

No monthly benefits are payable beyond the 24 month maximum benefit or the maximum duration of benefits, whichever is less.

- Monthly benefits will be limited to a total of 24 months in your lifetime for all Disabilities caused or contributed to by musculoskeletal and connective tissue disorders of the neck and back, including any disease, disorder, sprain and strain of the joints and adjacent muscles of the cervical, thoracic and lumbosacral regions and their surrounding soft tissue.

No monthly benefits are payable beyond the 24 month maximum benefit or the maximum duration of benefits, whichever is less.

Notwithstanding the above, Disabilities caused by the following musculoskeletal and connective tissue disorders will be treated the same as any other Total Disability and the 24 month maximum benefit period will not apply:

- Arthritis
- Demyelinating diseases
- Myelitis

- Myelopathies
- Osteopathies
- Radiculopathies documented by electromyogram
- Ruptured intervertebral discs
- Scoliosis
- Spinal fractures
- Spinal tumors, malignancy or vascular malformations
- Spondylolisthesis, Grade II or higher
- Traumatic spinal cord necrosis

“Environmental allergic or reactive illness” means an illness which results from the inability to function due to physical or mental symptoms caused by an allergic reaction from physical contact with or exposure to any static or airborne substances.

“Self-reported conditions” means those conditions which, when reported by a physician, cannot be verified using generally accepted standard medical procedures and practices. Examples of such conditions include, but are not limited to, headaches, dizziness, fatigue, loss of energy, or pain.

CLAIMS PROCEDURE

Initial Notice of Disability

You should notify the University’s Benefit Services Division at (202) 994-9620 of your Total Disability within 31 days, or as soon as you are able. The University will provide notice to Reliance who will then contact you and provide you with claim forms and instructions regarding your claim submission. If you wish, initially, to file your claim directly with Reliance, you may do so.

You will be required to provide satisfactory documentation of your Total Disability within the specified time frames, or your claim may be denied.

Claims Denial

If your claim for benefits from the Plan is denied, in whole or in part, you will receive written notification from Reliance within a reasonable period of time, but not later than 45 days from receipt of your claim. This 45 day time frame may be extended by up to two additional 30 day periods, with notice to you.

The notice of denial will set forth the following:

- the specific reason or reasons for the denial;
- specific reference to Plan provisions on which the denial is based;
- a description of any additional material or information necessary for you to complete the claim and an explanation of why such material or information is necessary;
- a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under section 502(a) of ERISA after you have exhausted the appeals process;
- if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the denial, the specific rule, guideline, protocol, or other similar criterion relied upon in making the determination, or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the denial and that a copy of the rule, guideline, protocol, or other similar criterion will be provided free of charge to you upon request; and
- if the denial is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided free of charge upon request.

Appeal Procedure

If a claim is denied you have the right to appeal the denial. You may send your appeal to:

Reliance Standard Life Insurance Company
P.O. Box 7749
Philadelphia, PA 19101

If you appeal the denial, you must submit a written appeal to the Reliance within 180 days from the initial claim denial. You may submit written comments, documents, records, and other information relating to the claim for benefits. In addition, upon request and free of charge, you may have reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits and a listing of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the benefit determination.

Determination of your appeal will be made within 45 days of Reliance's receipt of your appeal, which may be extended one time for an additional 45 days, with notice to you.

Legal Actions

Any lawsuit by you against Reliance, the Plan, or the Plan Administrator relating to the determination of Total Disability cannot be commenced sooner than 60 days after proof of claim has been given, nor later than three years from the date proof of loss is received by Reliance. In addition, before you may bring a lawsuit, you must first exhaust the Plan's appeals procedures as described above.

PLAN ADMINISTRATOR

The Plan Administrator is the University. The name, business address, and business telephone number of the University are provided under the section below entitled **ADDITIONAL INFORMATION**.

In general, the Plan Administrator is the sole judge of the application and interpretation of the Plan, and has the discretionary authority to construe the provisions of the Plan, to resolve disputed issues of fact, and to make determinations regarding eligibility for benefits. However, the Plan Administrator has the authority to delegate certain of its powers and duties to a third party. The Plan Administrator has delegated the authority to make decisions under the Plan relating to benefit claims to Reliance. Reliance is the sole judge of all benefit claims under the Plan. Benefits under the Plan will be paid only if Reliance decides in its discretion that the applicant is entitled to them.

The decisions of Reliance or the Plan Administrator in all matters relating to the Plan (including, but not limited to, eligibility for benefits, Plan interpretations, and disputed issues of fact) will be final and binding on all parties.

PLAN AMENDMENT OR TERMINATION

The University reserves the right to amend or modify the Plan at any time and for any reason with respect to both current and former employees. Such changes may include, but are not limited to, the right to (1) change or eliminate benefits, (2) increase or decrease employee contributions, (3) change the class(es) of employees covered by the Plan, and (4) change insurers, or other providers. The University may also make certain administrative changes to the Plan and amendments to the benefits provided under the Plan. The University also reserves the right to terminate the Plan, or any portion of the Plan, at any time and for any reason. No amendment, termination or partial termination of the Plan will affect claims incurred for which items or services have been provided prior to the date of amendment, termination, or partial termination.

ADDITIONAL INFORMATION

Plan Sponsor and Plan Administrator	The George Washington University 2121 Eye Street, NW Washington, DC 20052 (202) 994-1000
Employer Identification Number	53-0196584
Plan Name	The George Washington University Long Term Disability Plan
Plan Identification Number	505
Plan Year	January 1 – December 31
Type of Plan	The Plan is a welfare plan providing long term Disability insurance benefits.
Claims Administration and Funding	The Plan is fully insured. Benefit claims are paid by Reliance and administered in accordance with a contract between the University and Reliance Standard Life Insurance Company (P.O. Box 7749, Philadelphia, PA 19101, (800) 351-7500).
Agent for Service of Legal Process	The George Washington University 2100 Pennsylvania Avenue, NW Suite 250 Washington, DC 20052 ATTN: Dennis H. Blumer Vice President and General Counsel
Plan Contributions	Premiums are fully paid by the George Washington University.

LOSS OF BENEFITS

Except as might otherwise be described in the Plan or in this booklet, your coverage ends when your employment with the University terminates. This will occur upon your retirement, resignation, discharge, or death.

STATEMENT OF ERISA RIGHTS

As a participant in the George Washington University Health Long Term Disability Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (“ERISA”). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

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

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in a federal court. If it should happen that the plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court

costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance With Your Questions

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

FOR YOUR REFERENCE

- You can call customer service at Reliance at (800) 351-7500 Monday through Friday from 9:00 a.m. to 5:00 p.m. Eastern Time if you have questions about your benefits under the Plan or about a claim.
- You can also send written inquiries regarding your coverage under the Plan to Customer Service at:
Reliance Standard Life Insurance Company
P.O. Box 7749
Philadelphia, PA 19101
- You may also send inquiries to, or call:
The George Washington University
Human Resource Services, Benefit Services Division
Suite 220
2033 K Street, NW
Washington, DC 20052

(202) 994-9620