DISCLAIMER

Sponsor: Rensselaer Polytechnic Institute

Policy Number(s): GF3-810-251203-01

Date Provided: July 17, 2003

The following certificate(s) are a true copy of the certificate(s) issued under the policy(ies).

LIBERTY LIFE ASSURANCE COMPANY OF BOSTON
CERTIFICATE OF COVERAGE

Liberty Life Assurance Company of Boston (hereinafter referred to as "we", "our" and "us") welcomes your employer as a client.

Sponsor: Rensselaer Polytechnic Institute

Policy Number: GF3-810-251203-01

Effective Date: January 1, 1996

When this plan refers to "you" or "your" it means the Employee insured under this plan. This is your Disability Income certificate of coverage as long as you are eligible for insurance and remain insured.

A few words about this certificate of coverage . . .

It is written in plain English. A few terms and provisions are written as required by insurance law. PLEASE READ IT CAREFULLY. If you have any questions about any terms and provisions, please contact the Insurance Administrator at your work location or write to us. We will assist you in any way we can to help you understand your benefits.

Also, if the terms of your certificate of coverage and the policy differ, the policy will govern. Your coverage may be terminated or modified in whole or in part under the terms and provisions of the policy.

Executive Vice President

DOC3
IMPORTANT NOTICE

No Contractual Rights to Benefits

Notwithstanding any other provision in the Plan or in any other document to the contrary, the Plan may be amended or terminated at any time by resolution of the Board of Trustees of Rensselaer or be written direction approved by the President of Rensselaer. You will not have any right to benefits under the Plan that in any way interferes with Rensselaer's right to amend or terminate the Plan. This Plan is not a contract and benefits hereunder are provided without consideration from you. Rensselaer makes no promise to continue Plan benefits in the future and rights to future benefits will never vest.

The policy, a legal contract providing benefits under the Plan, is provided by Liberty Life Assurance Company of Boston and can only be amended with the consent of Liberty Life Assurance Company of Boston.
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SECTION 1 - SCHEDULE OF BENEFITS

ELIGIBLE CLASSES FOR INSURANCE BENEFITS: (Regular Full-Time and Fixed Term Employees scheduled to work a minimum of 1560 hours (.75 FTE) per year, and Faculty scheduled to work a minimum of 1170 hours (.56 FTE).)

Who Is Eligible For Long Term Disability Benefits?:

Class 1: All Regular Exempt Full-Time or Full-Time Fixed Term Employees who are in Active Employment, electing the Base Plan benefits are eligible for the Maximum Own Occupation Benefit.

Class 2: All Regular Exempt Full-Time or Full-Time Fixed Term Employees who are in Active Employment, electing the Buy-Up Plan benefits are eligible for the Maximum Own Occupation Benefit.

Class 3: All Regular Non-Exempt Full-Time or Full-Time Fixed Term Employees who are in Active Employment, electing the Base Plan benefits are eligible for a 60 Month Own Occupation Benefit.

Class 4: All Regular Non-Exempt Full-Time or Full-Time Fixed Term Employees who are in Active Employment, electing the Buy-Up Plan benefits are eligible for a 60 Month Own Occupation Benefit.

Class 5: All Full-Time Exempt Rensselaer Hartford Graduate Center Employees who are in Active Employment, electing the Base Plan benefits are eligible for the Maximum Own Occupation Benefit. (Effective July 1, 1997)

Class 6: All Full-Time Non-Exempt Rensselaer Hartford Graduate Center Employees who are in Active Employment, electing the Base Plan benefits are eligible for a 60 Month Own Occupation Benefit. (Effective July 1, 1997)
SECTION 1- SCHEDULE OF BENEFITS
(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

Who Is Eligible For Long Term Disability Benefits?: (Continued)

Class 7: All Full-Time Exempt Rensselaer Hartford Graduate Center Employees who are in Active Employment, electing the Buy-Up Plan benefits are eligible for the Maximum Own Occupation Benefit. (Effective July 1, 1997)

Class 8: All Full-Time Non-Exempt Rensselaer Hartford Graduate Center Employees who are in Active Employment, electing the Buy-Up Plan benefits are eligible for a 60 Month Own Occupation Benefit. (Effective July 1, 1997)

ELIGIBILITY WAITING PERIOD:

1. Present Employees: First of the month following three months of continuous, Active Employment.

2. New Employees: First of the month following three months of continuous, Active Employment.

EMPLOYEE CONTRIBUTIONS REQUIRED: Yes

LONG TERM DISABILITY COVERAGE

Your Elimination Period:

Classes 1, 2, 3, and 4: 180 days

Classes 5, 6, 7 and 8: 90 days

Your Amount Of Insurance Benefits:

Base Plan: 60% (Benefit Percentage) of your Basic Monthly Earnings not to exceed a Maximum Monthly Benefit of $5,000.
SECTION 1 - SCHEDULE OF BENEFITS
(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

Your Amount Of Insurance Benefits: (Continued)

Buy-Up Plan: 66 2/3% (Benefit Percentage) of your Basic Monthly Earnings not to exceed a Maximum Monthly Benefit of $6,500.

Less your Benefits from Other Income stated in this coverage.

Your Minimum Monthly Benefit:

The Minimum Monthly Benefit is $100 or 10% of your gross Monthly Benefit, whichever is greater.

Your Maximum Benefit Period:

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<tr>
<td>Less than age 60</td>
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<tr>
<td>60 - 64</td>
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<td>65 - 69</td>
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<tr>
<td>70 and over</td>
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</table>
SECTION 2 - TERMS YOU SHOULD KNOW

In this section we define some basic terms needed to understand this plan.

"Active Employment" means you must be actively at work for the Sponsor:

1. on a full-time basis and paid regular earnings;
2. for at least the minimum number of hours shown and in the eligible classes as shown in the Schedule of Benefits; and either perform such work:
   a. at the Sponsor's usual place of business; or
   b. at a location to which the Sponsor's business requires you to travel.

You will be considered actively at work if you are actually at work on the day immediately preceding:

1. a weekend (except where one or both of these days are scheduled days of work);
2. holidays (except when such holiday is a scheduled work day);
3. paid vacations;
4. any non-scheduled work day;
5. an excused leave of absence (except medical leave and lay-off); and
6. an emergency leave of absence (except emergency medical leave).

"Administrative Office" means Liberty Life Assurance Company of Boston, 100 Liberty Way, Dover, New Hampshire 03820.

"Annual Enrollment Period" or "Enrollment Period" means the period before each policy anniversary so designated by the Sponsor and us during which you may enroll for coverage under this plan.

"Application" is the document completed by you when applying for coverage, it is attached to and is made a part of the policy.
"Basic Monthly Earnings" or "Pre-Disability Earnings" means the greater of your current monthly base rate of earnings or 1/12 of the previous 12 months of total Rensselaer Polytechnic Institute earnings immediately prior to the date your Disability or Partial Disability begins. However, such total Rensselaer Polytechnic Institute earnings will not include commissions and extra compensation other than bonuses, overtime pay and supplemental pay.

"Consumer Price Index" means the factor in the government publication for wage earners and clerical workers provided monthly by the U.S. Department of Labor, or its successor or in the event of no successor a similar Index of comparable purpose chosen by us.

"Disability" or "Disabled" means:

a. If you are eligible for the Maximum Own Occupation Benefit, "Disability" or "Disabled" means during the Elimination Period and until you reach the end of your Maximum Benefit Period you are unable to perform all of the material and substantial duties of your occupation on an Active Employment basis because of an Injury or Sickness.

b. i. If you are eligible for the 60 Month Own Occupation Benefit, "Disability" or "Disabled" means during the Elimination Period and the next 60 months of Disability you are unable to perform all of the material and substantial duties of your occupation on an Active Employment basis because of an Injury or Sickness; and

ii. After 60 months of benefits have been paid, you are unable to perform, with reasonable continuity, all of the material and substantial duties of your own or any other occupation for which you are or become reasonably fitted by training, education, experience, age and physical and mental capacity.
"Disability Benefits", when used with the term Retirement Plan, means money which:

1. is payable under a Retirement Plan due to Disability as defined in that plan; and

2. does not reduce the amount of money which would have been paid as Retirement Benefits at the normal retirement age under the plan if your Disability had not occurred. (If the payment does cause such a reduction, it will be deemed a Retirement Benefit as defined in this plan.)

"Eligibility Date" means the date you become eligible for insurance under this plan. Eligible Classes are shown in the Schedule of Benefits.

"Eligibility Waiting Period" as shown in the Schedule of Benefits means the continuous length of time you must serve in an eligible class to reach your Eligibility Date.

"Elimination Period" means a period of consecutive days of Disability for which no benefit is payable. Your Elimination Period is shown in the Schedule of Benefits and begins on the first day of your Disability. If you return to work for any 30 or less days during the Elimination Period and cannot continue, we will count only those days you are Disabled to satisfy the Elimination Period.

"Employee" means you or any other person in Active Employment with the Sponsor.

"Evidence of Insurability" means a statement or proof of your medical history upon which acceptance for insurance will be determined by us.
"Family Status Change" means any one of the following events that may occur:

1. your marriage or divorce;
2. the birth of a child to you;
3. the adoption of a child by you;
4. the death of your spouse or child;
5. the commencement or termination of employment of your spouse;
6. the change from part-time employment to full-time employment by you or your spouse;
7. the change from full-time employment to part-time employment by you or your spouse; or
8. the taking of unpaid leave of absence by you or your spouse.

"Gross Monthly Benefit" means your Monthly Benefit before any reduction for your Benefits from Other Income and earnings.

"Indexed Pre-Disability Earnings" means your Basic Monthly Earnings in effect just prior to the date your Disability or Partial Disability began adjusted on the first anniversary of benefit payments and each anniversary thereafter.

"Initial Enrollment Period" means one of the following periods during which you may first enroll for coverage under this policy:

1. if you are eligible for insurance on the policy effective date, a period before the policy effective date set by the Sponsor and us.
2. if you become eligible for insurance after the policy effective date, the period which ends 31 days after your eligibility date.

"Injury" means bodily impairment resulting directly from an accident and independently of all other causes. Any Disability which begins more than 60 days after an Injury will be considered a Sickness for the purpose of determining benefits under this plan.
"Physician" means a person who:

1. is licensed to practice medicine and prescribe and administer drugs or to perform surgery; and

2. is not you or your spouse, daughter, son, father, mother, sister or brother; and

3. is a licensed practitioner of the healing arts in a category specifically favored under the health insurance laws of the State where the policy is delivered, and practicing within the terms of his or her license.

"Pre-Disability Earnings" - See definition of Basic Monthly Earnings.

"Retirement Benefit", when used with the term Retirement Plan, means money which:

1. is payable under a Retirement Plan either in a lump sum or in the form of periodic payments;

2. does not represent contributions made by you (payments which represent your contributions are deemed to be received over your expected remaining life regardless of when such payments are actually received); and

3. is payable upon:

a. early or normal retirement; or

b. Disability, if the payment does reduce the amount of money that would have been paid under the plan at the normal retirement age.
"Retirement Plan" means a plan which provides Retirement Benefits to you and that is not funded wholly by your contributions. The term shall not include: a profit-sharing plan, informal salary continuation plan, registered retirement savings plan, stock ownership plan, or a non-qualified plan of deferred compensation.

"Schedule of Benefits" means the section of this plan that shows, among other things, the Eligible Classes, the Eligibility Waiting Period, your Elimination Period, your Amount of Insurance, the Minimum Benefit, and your Maximum Benefit Period.

"Sickness" means illness, disease, pregnancy or complications of pregnancy.

"Sponsor" means the entity to whom the policy is issued.

"Sponsor's Retirement Plan" is deemed to include any Retirement Plan:

1. which is part of any Federal, State, Municipal or Association retirement system; or

2. for which you are eligible as a result of employment with the Sponsor.

"Monthly Benefit" means the amount payable by us to you if you are Disabled or Partially Disabled. Benefits for Long Term Disability coverage are determined on a monthly basis.
SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

Who Is Eligible For Coverage?

You are Eligible for Coverage if you are in Active Employment and in an Eligible Class for Insurance Benefits shown in the Schedule of Benefits.

Your Eligibility Date For Insurance Benefits

If you are in an eligible class you will qualify for insurance on the later of:

1. this plan's Effective Date; or
2. the day after you complete the Eligibility Waiting Period shown in the Schedule of Benefits.

Enrollment

You may enroll in or change coverage only during an Initial or Annual Enrollment Period or because of a Family Status Change as follows:

1. **Initial Enrollment Period**

   During the Initial Enrollment Period you may enroll in any one coverage or coverage option shown in the Schedule of Benefits. If you do not choose any coverage or coverage option, you will not be enrolled for any coverage. If your Initial Enrollment Period takes place during or after the Annual Enrollment Period, but before the policy anniversary, your coverage option will apply for (a) the rest of the policy year in which you first become eligible; and (b) the next policy year.
2. **Annual Enrollment Period**

During each Annual Enrollment Period, you may make any one of the following changes in coverage for the next policy year:

a. a decrease in coverage;
b. an increase in your coverage by one level without evidence of insurability subject to the Pre-Existing Condition Exclusion defined herein; or
c. keep your coverage at the same level.

If you fail to enroll for a change in your coverage option during any Annual Enrollment Period, you will continue to be insured for the same coverage option during the next policy year and no change in that coverage can be made during the next policy year, unless you experience a Family Status Change.

3. **Family Status Change**

When you experience a Family Status change, you may enroll for coverage within 31 days of the date of the Family Status Change. When you experience a Family Status Change, you may:

a. decrease your coverage;
b. increase your coverage by one level without evidence of insurability subject to the Pre-Existing Condition Exclusion defined herein; or
c. keep your coverage at the same level.

You must apply for the change in coverage within 31 days of the date of the Family Status Change. Such changes in coverage must be on account of or consistent with the reason that the change in coverage was permitted. A change in coverage is consistent with a Family Status Change only if it is necessary or appropriate as the result of the Family Status Change.
Your Effective Date Of Insurance

1. Your insurance will be effective at 12:01 A.M. Standard Time in the governing jurisdiction on the day determined as follows, but only if your written Application for insurance is (a) made with us through your Sponsor; and (b) on a form satisfactory to us.

2. For Coverage Applied For During Initial Enrollment Periods:

   You will become insured for non-contributory insurance on your eligibility date. You will become insured for any other contributory coverage on the later of these dates:

   a. your eligibility date if you enroll before that date; or
   b. the date you enroll if you do it on or before the 31st day after your date of eligibility.

   If you do not enroll for any contributory coverage on or before the 31st day after your eligibility date, or terminated your insurance while continuing to be eligible, you may not enroll for any contributory coverage until the next Annual Enrollment Period or following a Family Status Change.

3. For Contributory Coverage Applied For During Annual Enrollment Periods, you will be insured for the selected contributory coverage on the later of these dates:

   a. on the first day of the next policy anniversary; or
   b. on the date Liberty gives its approval if you must submit Evidence of Insurability, at your expense, due to:

      i. an increase your coverage option; or
      ii. you terminated your insurance while continuing to be eligible.

   In the case of b. i. and ii. above, you must submit an application and Evidence of Insurability to us for approval. This will be at your expense.
SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES
(Continued)

Your Effective Date of Insurance (Continued)

4. For Coverage Applied For Due To A Family Status Change

You will become insured for the selected coverage on the later of the following dates, provided you enroll or apply for the change in coverage before the 31st day following the Family Status Change:

a. the date of the Family Status Change; or
b. the date you enroll or apply for the change in coverage; or
c. the date Liberty gives its approval if you must submit Evidence of Insurability, at your expense, due to:
   i. increase in your coverage option; or
   ii. you terminated your insurance while continuing to be eligible.

5. Delayed Effective Date for Insurance - The Effective Date of any initial, increased or additional insurance for you will be delayed if you are not in Active Employment because of Injury or Sickness. The initial, increased or additional insurance will start on the date you return to Active Employment.

6. If you enter another eligible class for reasons other than a change in your coverage option, you will not be eligible for any additional benefits until you have been in Active Employment as a member of such class for a period of 30-days.

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Family Medical Leave

Your coverage may be continued under this plan, subject to the required premium payment, during any period that you are not in Active employment because of a Family Medical Leave. Coverage will be provided at the same benefit levels in effect on the day immediately prior to the day your leave begins. Any change in the plan's benefit levels that may occur while you are on Family Medical Leave will apply.

What Happens To Your Coverage If You Are Rehired?

If you are a former Employee and are re-hired by the Sponsor within 3 months of your termination date:

1. all past periods of Active Employment with the Sponsor will be used in determining your Eligibility Date; and

2. if you are re-hired within the same Policy year that your employment terminated, you will be insured for the same coverage that was in effect for you on the date your employment terminated and no change in that coverage may be made during the rest of that policy year, unless you experience a Family Status change. You may make changes in your coverage options at the next annual enrollment period.

If you are a former Employee and are re-hired by the Sponsor more than 3 months after your termination date, you will be considered a new Employee when determining your Eligibility Date.
(Applicable to Employees electing the Base Plan of benefits)

**What Happens If There Is A Transfer Of Insurance Carriers?**

In order to prevent loss of coverage for you because of a transfer of insurance carriers, this plan will provide coverage for you as follows:

**What Happens If You Are Not In Active Employment Due To Injury Or Sickness?**

This plan will cover you, subject to premium payments, if you were:

1. insured by the prior carrier at the time of transfer; and

2. not in Active Employment due to Injury or Sickness on the Effective Date of the plan.

The benefit payable will be in accordance with the provisions of this plan, less any benefit for which the prior carrier is liable. However, in no event will the benefit payable be greater than that which would have been paid under the prior carrier's benefit schedule.

**What Happens If You Are Disabled Due To A Pre-Existing Condition?**

If there is a Pre-Existing Condition Exclusion it will be waived for you Upon Transfer of Insurance Carrier.

The "Pre-Existing Condition Exclusion" will not apply to you if you:

1. are in Active Employment on the Effective Date of this plan; and

2. were insured under the prior carrier's plan on its termination date.
What Happens If There Is A Transfer Of Insurance Carriers?

In order to prevent loss of coverage for you because of a transfer of insurance carriers, this plan will provide coverage for you as follows:

What Happens If You Are Not In Active Employment Due To Injury Or Sickness?

This plan will cover you, subject to premium payments, if you were:

1. insured by the prior carrier at the time of transfer; and
2. not in Active Employment due to Injury or Sickness on the Effective Date of the plan.

The benefit payable will be in accordance with the provisions of this plan, less any benefit for which the prior carrier is liable. However, in no event will the benefit payable be greater than that which would have been paid under the prior carrier's benefit schedule.

What Happens If You Are Disabled Due To A Pre-Existing Condition?

If there is a Pre-Existing Condition Exclusion, a benefit may be payable for a Disability due to a Pre-Existing Condition if you:

1. were insured by the prior carrier at the time of transfer; and
2. were in Active Employment and insured under this plan on its Effective Date.
What Happens If You Are Disabled Due To A Pre-Existing Condition? (Continued)

The benefit will be determined as follows:

1. We will apply this plan's pre-existing condition exclusion. If you qualify for a benefit, you will be paid according to this plan's benefit schedule.

2. If you cannot satisfy this plan's pre-existing condition exclusion, the prior carrier's pre-existing condition exclusion will be applied.
   a. If you satisfy the prior carrier's pre-existing condition exclusion, giving consideration towards continuous time insured under both policies, you will be paid according to this plan's benefit schedule. However, in no event will the benefit payable be greater than that which would have been paid under the prior carrier's benefit schedule.
   b. If you cannot satisfy the pre-existing condition exclusion of this plan or that of the prior carrier, no benefit will be paid.
SECTION 4 - DISABILITY INCOME BENEFITS

LONG TERM DISABILITY COVERAGE

Disability Benefit

When Is Your Disability Benefit Payable?

When we receive proof that you are Disabled due to Injury or Sickness and require the regular attendance of a Physician, we will pay you a Monthly Benefit after the end of your Elimination Period. The benefit will be paid for the period of your Disability if you give to us proof of continued:

1. Disability; and
2. regular attendance of a Physician.

The proof must be given upon our request and at your expense.

For the purpose of determining Disability, the Injury must occur and your Disability must begin while you are insured for this coverage. In addition, a loss of a license for any reason does not, in itself, constitute Disability.

Your Monthly Benefit will not:

1. exceed your Amount of Insurance; nor
2. be paid for longer than your Maximum Benefit Period.

Your Amount of Insurance and your Maximum Benefit Period are shown in the Schedule of Benefits.
LONG TERM DISABILITY COVERAGE (Continued)

How Is Your Amount Of Disability Monthly Benefit Figured?

To figure your amount of Monthly Benefit:

1. Multiply your Basic Monthly Earnings by the Benefit Percentage shown in the Schedule of Benefits.

2. Take the lesser of:
   a. the amount figured in step (1) above; or
   b. the Maximum Monthly Benefit shown in the Schedule of Benefits; and then

3. Deduct your Benefits from Other Income, (shown in the Benefits from Other Income provision of this coverage), from this amount.

The Disability Benefit payable will never be less than the Minimum Monthly Benefit shown in the Schedule of Benefits.
Quick Recovery Program (Plus)

When Are Benefits Payable Under Our Quick Recovery Program (Plus)?

When proof is received that you are Partially Disabled and have experienced a loss of earnings because of an Injury or Sickness, you may be eligible to receive a Loss of Earnings Monthly Benefit under our Quick Recovery Program (Plus).

To be eligible to receive such benefits, you may be employed in your own occupation or another occupation and:

1. must satisfy the Elimination Period; and
2. must be earning 20% or more of your Pre-Disability Earnings.

If you are earning less than 20% of your Pre-Disability Earnings, the Disability Benefit will be paid, and all other benefit provisions and terms applicable to Disability will apply as stated in this coverage.

For the purposes of this provision, you may satisfy your Elimination Period if you are Disabled or Partially Disabled, or a combination of Disabled or Partially Disabled, during such time.

A Monthly Benefit will be paid for the period of Partial Disability if proof is given to us upon request and at your expense of continued:

1. Partial Disability; and
2. regular attendance of a Physician.

For the purpose of determining Partial Disability, the Injury must occur and your Partial Disability must begin while you are insured for this coverage. In addition, a loss of a license for any reason does not, in itself, constitute Partial Disability.
"Partial Disability" or "Partially Disabled" means as a result of the Injury or Sickness, you are:

1. able to perform one or more, but not all, of the material and substantial duties of your own or any other occupation on an Active Employment or a part-time basis; or

2. able to perform all of the material and substantial duties of your own or any other occupation on a part-time basis.

The Amount of Loss of Earnings Monthly Benefit payable under our Quick Recovery Program (Plus) is described on the following page.
Work Incentive Benefit

If you are eligible for benefits under the Quick Recovery Program, during the first 12 months, we will pay a Work Incentive Benefit.

The Work Incentive Benefit will be an amount equal to your Pre-Disability Earnings multiplied by the Benefit Percentage, without any reductions from earnings.

The Work Incentive Benefit will only be reduced, if the Monthly Benefit payable plus any earnings exceed 100% of your Pre-Disability Earnings. If the combined total is more, the Monthly Benefit will be reduced by the excess amount so that the Monthly Benefit plus your earnings does not exceed 100% of your Pre-Disability Earnings.

Thereafter, the Monthly Benefit will be calculated according to the benefit calculation described below.

How Is Your Amount Of Loss Of Earnings Monthly Benefit Figured?

To figure the amount of Monthly Benefit the formula (A divided by B) X C will be used:

A = Your Pre-Disability Earnings minus your Basic Monthly Earnings received while you are Partially Disabled.

B = Your Pre-Disability Earnings.

C = Your Monthly Benefit as figured in the Disability provision of this coverage, (but, not including adjustments under the Cost of Living Adjustment Benefit, if included).
LONG TERM DISABILITY COVERAGE (Continued)

How Is Your Amount Of Loss Of Earnings Monthly Benefit Figured? (Continued)

On the first anniversary of benefit payments and each anniversary thereafter, for the purpose of calculating the benefit, the term "Pre-Disability Earnings" is:

1. replaced by "Indexed Pre-Disability Earnings"; and

2. increased annually by 7%, or the current annual percentage increase in the Consumer Price Index, whichever is less.

The Monthly Benefit payable will never be less than the Minimum Monthly Benefit shown in the Schedule of Benefits.
Mental Illness Limitations

What Limitations Will Apply For Mental Illness?

The Benefit for Disability due to Mental Illness will not exceed 24 months of Monthly Benefit payments unless you meet one of these situations.

1. You are in a Hospital or Institution for Mental Illness at the end of the 24 month period. The Monthly Benefit will be paid during the confinement.

   If you are still Disabled when you are discharged, the Monthly Benefit will be paid for a recovery period up to 90 days.

   If you become reconfined during the recovery period for at least 14 days in a row, benefits will be paid for the confinement and another recovery period up to 90 more days.

2. You continue to be Disabled and become confined for the Mental Illness and Alcohol or Drug Abuse:

   a. after the 24 month period; and
   b. for at least 14 days in a row.

The Monthly Benefit will be payable during the confinement for the Mental Illness. The Monthly Benefit will not be payable beyond your Maximum Benefit Period.

"Hospital" or "Institution" means a facility licensed to provide care and Treatment for the condition causing your Disability.

"Mental Illness" means mental, nervous or emotional diseases or disorders of any type.
SECTION 4 - DISABILITY INCOME BENEFITS
(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

Benefits From Other Income

What Are Your Benefits From Other Income?

Your Benefits from Other Income means those benefits shown below:

1. The amount which you are provided under:
   a. Workers' or Workmen's Compensation Law;
   b. occupational disease law;
   c. any compulsory benefit act or law; or
   d. any other act or law of like intent.

2. The amount of any disability benefits that you are provided under:
   a. any other group insurance plan of the Sponsor;
   b. any governmental retirement system as a result of your job with the Sponsor.

3. The amount of any Disability Benefits, or Retirement Benefits you voluntarily elect to receive as retirement payment under the Sponsor's Retirement Plan, and the amount you are eligible to receive as retirement payments when you reach the later of age 62, or normal retirement age as defined in the Sponsor's Plan.

4. The amount of Disability and/or Retirement Benefits under the United States Social Security Act, the Canada Pension Plan, the Quebec Pension Plan, or any similar plan or act, for that you receive.

These Benefits from Other Income, except Retirement Benefits, must be payable as a result of the same Disability for which we pay a benefit.
SECTION 4 - DISABILITY INCOME BENEFITS
(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

What Happens If You Receive Any Cost Of Living Increases?

After the first deduction for each of your Benefits from Other Income, your Monthly Benefit will not be further reduced due to any cost of living increases payable under the Benefits from Other Income provision of this coverage. This provision does not apply to increases received from any form of employment.

What Happens If You Receive A Lump Sum Payment?

If you receive Benefits from Other Income which are paid in a lump sum, they will be prorated on a monthly basis over the time period for which the sum is given or the Maximum Benefit Period, whichever is less.

What Happens If Your Benefit Period Is Less Than A Month?

For any period which a Long Term Disability Benefit is payable that does not extend through a full month, the benefit will be paid on a prorated basis. The rate will be 1/30th per day for such period of Disability.

How Can Your Benefit Period Be Extended?

Your Maximum Benefit Period is shown in the Schedule of Benefits. However, the benefit will be extended beyond the end of your Maximum Benefit Period if you attain the age specified in the benefit duration while Disabled and have not received 12 Monthly Benefit payments. In this event, the benefit period will be extended during the continuance of your Disability until 12 monthly payments have been paid.
When Will Your Long Term Disability Benefits Be Discontinued?

Your Monthly Benefit will cease on the earliest of:

1. the date you are no longer Disabled; or
2. the date you die; or
3. the end of your Maximum Benefit Period; or
4. the date your current earnings exceed 85% of your Indexed Pre-Disability Earnings.

Because your current earnings may fluctuate, we may average your earnings over three (3) consecutive months rather than immediately terminating your benefit once 85% of your Indexed Pre-Disability Earnings have been reached.
LONG TERM DISABILITY COVERAGE (Continued)

Successive Periods of Disability

What Happens If You Return To Work And Become Disabled Again?

If you return to work and become Disabled again, you may qualify for Successive Periods of Disability. With respect to this coverage, "Successive Periods of Disability" means a Disability which is related or due to the same cause(s) as a prior Disability for which a Monthly Benefit was payable.

A Successive Period of Disability will be treated as part of your prior Disability if, after receiving Disability Benefits under this coverage, you:

1. return to your own occupation on an Active Employment basis for less than six continuous months; and
2. perform all the material and substantial duties of your own occupation.

To qualify for a Successive Periods of Disability Benefit, you must experience more than a 20% loss of your Pre-Disability Earnings.

Benefit payments will be subject to the terms of this coverage for your prior Disability.

If you return to your own occupation on an Active Employment basis for six continuous months or more, the Successive Period of Disability will be treated as a new period of Disability. You must complete another Elimination Period.

If you become eligible for coverage under any other group Long Term Disability coverage, this Successive Period of Disability provision will cease to apply to you.
LONG TERM DISABILITY COVERAGE (Continued)

Three Month Survivor Benefit

What Happens To Your Benefit If You Die?

We will pay a lump sum benefit to your Eligible Survivor when proof is received that you died:

1. after your Disability had continued for 180 or more consecutive days; and

2. while receiving a Monthly Benefit.

The lump sum benefit will be an amount equal to three times your Last Monthly Benefit.

“Eligible Survivor” means your spouse, if living, otherwise your children under age 25.

If payment becomes due to your children, payment will be made in equal shares to:

1. the children; or

2. a person named by us to receive payment on your children’s behalf. This payment will be valid and effective against all claims by others representing or claiming to represent your children.

“Last Monthly Benefit” means the Monthly Benefit paid to you immediately prior to your death without any reduction for earnings received from employment.
LONG TERM DISABILITY COVERAGE (Continued)

Cost Of Living Adjustment Benefit

When Is Your Cost Of Living Adjustment Benefit Payable?

We will pay a Cost of Living Adjustment Benefit to you after you have met your Elimination Period and continue to be Disabled from an Injury or Sickness for 12 or more months.

When Will You Be Eligible For This Benefit?

You will be eligible for a Cost of Living Adjustment Benefit if you:

1. have been Disabled for 12 consecutive months following your Elimination Period; and
2. are receiving Disability Benefits on July 1st.

You will continue to be eligible for additional Cost of Living Adjustment Benefits on each subsequent July 1st, if you are continuously receiving Disability Benefits under this coverage. No more than five adjustments may be made during your benefit period.

How Is Your Cost Of Living Adjustment Monthly Benefit Figured?

To figure the amount of your Cost of Living Adjustment Benefit:

1. multiply your net monthly Disability Benefit by 3%; and
2. add the amount determined above to your net monthly Disability Benefit.

Your Cost of Living Adjustment Benefit is not subject to the maximum Monthly Benefit.
LONG TERM DISABILITY COVERAGE (Continued)

How Is Your Cost Of Living Adjustment Monthly Benefit Figured? (Continued)

Your Cost of Living Adjustment Benefit will cease to be payable on the earliest of:

1. the date you cease to be Disabled; or
2. the date you die; or
3. the end of your Maximum Benefit Period; or
4. the date you have received five Cost of Living Adjustment Benefits.

You will continue to receive the latest adjusted Monthly Benefit as long as you qualify to receive benefits.

What Is Your Cost Of Living Adjustment Net Monthly Benefit?

The Net Monthly Benefit means the amount determined by reducing your amount of Monthly Benefit by your Benefits from Other Income stated in this coverage. For the purpose of calculating adjustments, the Net Monthly Benefit will include any prior years' Cost of Living Adjustment.
SECTION 5 - EXCLUSIONS

GENERAL EXCLUSIONS

What Disabilities Are Not Covered?

This plan will not cover any Disability due to:

1. war, declared or undeclared or any act of war;
2. intentionally self-inflicted injuries;
3. active Participation in a Riot;
4. your Participation in a felony.

With respect to this provision, Participation shall include promoting, inciting, conspiring to promote or incite, aiding, abetting, and all forms of taking part in, but shall not include actions taken in defense of public or private property, or actions taken in defense of the person of the insured, if such actions of defense are not taken against persons seeking to maintain or restore law and order including, but not limited to police officers and firemen.

With respect to this provision, Riot shall include all forms of public violence, disorder or disturbance of the public peace, by three or more persons assembled together, whether or not acting with a common intent and whether or not damage to persons or property or unlawful act or acts is the intent or the consequence of such disorder.
LONG TERM DISABILITY COVERAGE

Pre-Existing Condition Exclusion

What Happens If Your Disability Results From A Pre-Existing Condition?

This plan will not cover any Disability or Partial Disability:

1. caused or contributed to by a Pre-Existing Condition; or
2. resulting from a Pre-Existing Condition.

But, this plan will cover that Disability or Partial Disability once you have performed the material and substantial duties of your own occupation:

1. on an Active Employment basis; and
2. for at least five consecutive work days after your Effective Date.

"Pre-Existing Condition" means a condition resulting from an Injury or Sickness for which you are diagnosed or received Treatment within 30 days prior to your Effective Date.

"Treatment" means consultation, care or services provided by a Physician including diagnostic measures and taking prescribed drugs and medicines.

What happens if you increase your coverage option during an Annual Enrollment Period or due to a Family Status Change?

This policy will not cover the increase in amount of coverage for any Disability or Partial Disability:

1. which is caused or contributed to by, or results from a Pre-Existing Condition; and
Pre-Existing Condition Exclusion (Continued)

What happens if you increase your coverage option during an Annual Enrollment Period or due to a Family Status Change? (Continued)

2. which begins in the first 12 months after your Effective Date of increased coverage, unless you received no Treatment of the condition for six consecutive months after your Effective Date of increased coverage.

“Pre-Existing Condition” means a condition resulting from an Injury or Sickness for which you were diagnosed or received Treatment within three months prior to your Effective Date of increased coverage.

“Treatment” means consultation, care or services provided by a Physician including diagnostic measures and taking prescribed drugs and medicines.
SECTION 6 - TERMINATION PROVISIONS

When Will Your Insurance End?

You will cease to be insured on the earliest of the following dates:

1. the date this plan terminates, but without prejudice to any claim originating prior to the time of termination;
2. the date you are no longer in an eligible class;
3. the date your class is no longer included for insurance;
4. the last day for which your required contribution has been made;
5. the date your employment terminates. Cessation of Active Employment will be deemed termination of employment, except the insurance will be continued for you if you were absent due to Disability during:
   a. your Elimination Period; and
   b. any period during which premium is being waived.
6. the date you cease active work due to a labor dispute, including any strike, work slowdown, or lockout.

We reserve the right to review and terminate all classes insured under this plan if any class(es) cease(s) to be covered.

What Happens During Lay-off?

The Sponsor may continue your coverage(s) by paying the required premiums, if you are temporarily laid off.

Your coverage will not continue beyond the end of the plan month in which the lay-off begins. In continuing such coverage under this provision, the Sponsor agrees to treat all covered Employees equally.
SECTION 7 - GENERAL PROVISIONS

How Will Statements Made In Your Application Affect Your Coverage?

All statements made in any signed Application are considered representations and not warranties (absolute guarantees). No representation by:

1. the Sponsor in applying for this plan will make it void unless the representation is contained in the signed Application; or

2. you in applying for insurance under this plan will be used to reduce or deny a claim unless a copy of the Application for insurance, signed by you, is or has been given to you.

Who Has The Authority For Interpretation Of This Plan?

We shall possess the authority, in our sole discretion, to construe the terms of this plan and to determine benefit eligibility hereunder. Our decisions regarding construction of the terms of this plan and benefit eligibility shall be conclusive and binding.

What Happens If Your Age Is Misstated?

If your age has been misstated, an equitable adjustment will be made in the premium. If the amount of the benefit is dependent upon your age, the amount of the benefit will be the amount you would have been entitled to if your correct age were known.

A refund of premium will not be made for a period more than 12 months before the date we are advised of the error.

Who Will Pay Premiums During A Period For Which Benefits Are Payable?

Your premium payments are waived during any period for which benefits are payable. If coverage is to be continued, premium payments may be resumed following a period during which they were waived.

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SECTION 7 - GENERAL PROVISIONS

(Continued)

When Can This Plan Be Contested?

The validity of this plan shall not be contested, except for non-payment of premiums, after it has been in force for two years from the date of issue. The validity of this plan shall not be contested on the basis of a statement made relating to insurability by you after such insurance has been in force for two years during your lifetime, and shall not be contested unless the statement is contained in a written instrument signed by you.

What Happens When There Are Canadian Residents Covered?

If you are domiciled in Canada: (a) premium and benefit amounts will be deemed to be expressed in Canadian currency; (b) plan provisions concerning your rights are subject to applicable provincial statutes; and (c) with respect to benefits, an action under this plan may be brought in any court in the province where you are domiciled.

How Will This Plan Affect Workers' Compensation?

This plan and the coverages provided are not in lieu of, nor will they affect any requirements for coverage under any Workers' Compensation Law or other similar law.

When Must We Be Notified Of A Claim?

Written notice of your claim must be given to us within 30 days of the date of the loss on which your claim is based, if that is possible. If that is not possible, we must be notified as soon as it is reasonably possible to do so.

When we have the written notice of your claim, we will send you our claim forms. If the forms are not received within 15 days after written notice of your claim is sent, you can send us written proof of claim without waiting for the form.
SECTION 7 - GENERAL PROVISIONS
(Continued)

When Must We Receive Proof Of Claim?

Proof of your claim must be given to us. This must be done no later than 30 days after the end of your Elimination Period.

Failure to furnish such proof within such time shall not invalidate nor reduce any claim if it was not reasonably possible to furnish such proof within such time. Such proof must be furnished as soon as reasonably possible.

Proof of your continued Disability or Partial Disability, when applicable, and regular attendance of a Physician must be given to us within 30 days of the request for the proof.

The proof must cover, when applicable:

a. the date your Disability or Partial Disability started;

b. the cause of your Disability or Partial Disability; and

c. the degree of your Disability or Partial Disability.

When Must Payment Of Claim Be Made?

When we receive satisfactory proof of your claim, the benefit payable under this plan may be paid at least monthly, depending on the coverage for which your claim is made, during any period for which we are liable. Any balance remaining unpaid upon the termination of the period of liability will be paid immediately upon receipt of due written proof.

Who Are Claims Paid To?

The benefit is payable to you. But, if a benefit is payable to your estate, or if you are a minor, or you are not competent, we have the right to pay up to $2,000 to any of your relatives or any other person whom we consider entitled thereto by reason of having incurred expense for your maintenance, medical attendance or burial. If we, in good faith, pay the benefit in such a manner, we will not have to pay such benefit again.
SECTION 7 - GENERAL PROVISIONS

(Continued)

What Are Our Examination Rights?

We, at our own expense, will have the right and opportunity to have you, whose Injury or Sickness is the basis of a claim, examined by a Physician or vocational expert of our choice. This right may be used as often as reasonably required.

What Are Our Rights Of Recovery?

If a benefit overpayment on any claim occurs, it will be required that reimbursement be made to us within 60 days of such overpayment, or we have the right to reduce future benefit payments until such reimbursement is received. We have the right to recover such overpayments from you or your estate.

When Can Legal Proceedings Begin?

You or your authorized representative cannot start any legal action:

1. until 60 days after proof of claim has been given; nor

2. more than two years after the time proof of claim is required.

How Will We Conform With State Statutes?

Any provision of this plan which, on its Effective Date, is in conflict with the statutes of the governing jurisdiction of this plan is hereby amended to conform to the minimum requirements of such statute.

Social Security Requirement

With respect to benefits payable under the Social Security Act, you are required to make application with the Social Security Administration for benefit payments under that plan if we determine that you are eligible for such benefits.

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Social Security Requirement (Continued)

If your application is made but denied by the Social Security Administration, and we disagree with their decision, you are obligated to appeal the denial. We will provide you with the necessary assistance to re-file your claim with the Social Security Administration following the first appeal.

You will receive the Minimum Benefit stated in the Schedule of Benefits if your application for Social Security Disability benefits is not made within 60 days of our written request for such application.

If you make application with the Social Security Administration following the 60 day period, normal benefit payments will resume on the first of the month following the date your application is made.

Rights to Reimbursement

We reserve the right to be reimbursed if you receive benefit payments because of an Injury that was caused or contributed by the negligence or act of a third party. Such reimbursement will be made to us provided:

a. you receive payment for loss of time because of a third party settlement or court judgment; and
b. such settlement or judgment specified an amount or portion of payment that represents payment for such benefits; and
c. we have paid benefits to you under the terms of this plan for the same benefits covered by the settlement or judgment.

If we exercise our rights under this provision, we will recover no more than the amount paid under this plan for such benefits.

You will execute and give to us any instruments and papers needed to secure the rights described above.

This provision will not apply where prohibited by law.
SUMMARY PLAN DESCRIPTION

Name of Plan: The Renesselaer Polytechnic Institute Group Disability Income Plan

Plan benefits are provided under the terms of the Group Disability Income Policy No. GF3-810-251203-01, hereinafter referred to as "the policy", issued by Liberty Life Assurance Company of Boston, hereinafter referred to as "Liberty", to the Employer hereinafter referred to as “Sponsor".

Participants Included: See Schedule of Benefits

Name and Address of Sponsor:

Renesselaer Polytechnic Institute
2144 Burdett Avenue
Troy, NY 12180

Who Pays For the Plan: Premiums are paid by the Sponsor.

The cost of the Plan is funded by both Employer and Employee contributions.

Plan Identification Number:

a. Sponsor IRS Identification No.: 14-1340095
b. Plan No.: 504

Type of Plan: Group Disability Income
Plan Year: January 1st - December 31st

Plan Administrator, Name, Address and Telephone No:

Susan D. Dzierson
Sr. Director of Human Resources and Institute Diversity
Renesselaer Polytechnic Institute
2144 Burdett Avenue
Troy, NY 12180
(518) 276-6303

Agent for Service of Legal Process on the Plan: Same as above.
Type of Administration: Insurer Administration
Funding Arrangement of the Plan: Benefits of the Plan are insured.
Amendment of the Sponsor’s Plan:

The Sponsor’s Plan reserves the right to modify, amend or terminate in whole or in part, any or all provisions of the Plan. Amendments to the Plan are to be made by a written resolution adopted in accordance with the established procedures of the Board of Directors. Amendments may be adopted with retroactive effect to the extent permitted by ERISA and the Code.

Amendment of Liberty’s Policy:

The policy may be changed in whole or in part by mutual agreement of the Sponsor and Liberty. Only an Officer of Liberty can approve a change. The approval must be in writing and endorsed on or attached to the policy. No consent of any participant or any other person referred to in the policy(ies) shall be required to modify, amend, or change the policy(ies).

NOTE: If you cease active employment, see your benefits administrator to determine what arrangements, if any, may be made to continue your coverage beyond the date you cease active employment.

When May The Policy Terminate?

1. If the Sponsor fails to pay any premium within the grace period, the policy will automatically terminate at 12:00 midnight of the last day of the grace period. The “grace period” is the 31 days following a premium due date during which premium payment may be paid.

2. The Sponsor may terminate the policy by advance written notice delivered to Liberty at least 31 days prior to the termination date. But the policy will not terminate during any period for which premium has been paid.
When May The Policy Terminate? (Continued)

3. Liberty may terminate the policy on any premium due date by giving written notice to the Sponsor at least 31 days in advance if:

   a. The number of employees insured is less than 10;
   
   b. Less than 100% of the employees eligible for any noncontributory insurance are insured for it;
   
   c. Less than 75% of the employees eligible for any contributory insurance are insured for it;
   
   d. The Sponsor fails:
      
      i. To furnish promptly any information which Liberty may reasonably require; or
      
      ii. To perform any other obligations pertaining to the policy.

4. Termination may take effect on any earlier date when both the Sponsor and Liberty agree.

No consent of any participant or any other person referred to in the policy(ies) shall be required to terminate the policy(ies).

What Are Your Rights In The Event Of Policy Termination?

Termination of the policy under any conditions will not prejudice any payable claim which occurs while the policy is in force.
What Are Your Rights Under ERISA?

1. As a participant in this Plan, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

   a. Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan, including insurance contracts, 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.

   b. Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

   c. 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.

2. 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.

3. 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.

4. 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.
SUMMARY PLAN DESCRIPTION
(Continued)

What Are Your Rights Under ERISA? (Continued)

5. 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.

6. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

7. 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. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees if, for example, it finds your claim is frivolous.

8. If you have any questions about your Plan, you should contact the Plan Administrator.

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

If your claim is denied, Liberty will notify you of the adverse decision within a reasonable period of time, but not later than 45 days after receiving the claim. This 45-day period may be extended for up to 30 days, if Liberty: (1) determines the extension is necessary because of matters beyond the Plan’s control, and (2) notifies you, before the end of the 45-day period, why the extension is needed and the expected decision date. If, before the end of the first 30-day extension, Liberty determines, due to matters beyond the Plan’s control, a decision cannot be rendered within that extension period, the determination period may be extended for up to an additional 30 days, provided Liberty notifies you, before the end of the first 30-day extension period, why the extension is needed and the expected decision date.

The notice of extension shall explain: (1) the standards on which benefit entitlement is based, (2) the unresolved issues that prevent a claim decision, and (3) the additional information needed. You have at least 45 days to provide the information.

The claim determination time frames begin when a claim is filed, without regard to whether all the information necessary to make a claim determination accompanies the filing.

If an extension is necessary because you failed to submit necessary information, the days from the date Liberty sends you the extension notice until you respond to the request for additional information are not counted as part of the claim determination period.

What If Your Claim Is Denied?

Liberty’s notice of denial shall include:

1. The specific reason or reasons for denial with reference to those specific Plan provisions on which the denial is based;

2. A description of any additional material or information necessary to perfect the claim and an explanation of why that material or information is necessary;
**What If Your Claim Is Denied?** (Continued)

Liberty's notice of denial shall include: (Continued)

3. A description of the Plan's appeal procedures and time frames, including a statement of the claimant's right to bring a civil action under ERISA following an adverse decision on appeal;

4. If applicable, any internal rule, guideline, protocol, or other similar criterion relied upon in making the adverse decision, or a statement that such a rule, guideline, protocol, other similar criterion was relied upon and a copy thereof will be provided free of charge upon request; and

5. If the adverse decision was based on a medical necessity, experimental treatment, or similar exclusion or limit, an explanation of the scientific or clinical judgment for the adverse decision, or a statement that such explanation will be provided free of charge upon request.

**What Do You Do To Appeal A Claim Denial?**

You, or your authorized representative, may appeal a denied claim within 180 days after you receive Liberty's notice of denial. You have the right to:

1. Submit to Liberty, for review, written comments, documents, records, and other information relating to the claim;

2. Request, free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim;

3. A review that takes into account all comments, documents, records, and other information submitted to you, without regard to whether such information was submitted or considered in the initial claim decision;
What Do You Do To Appeal A Claim Denial? (Continued)

You, or your authorized representative, may appeal a denied claim within 180 days after you receive Liberty's notice of denial. You have the right to:

4. A review that does not afford deference to the initial adverse decision and which is conducted neither by the individual who made the adverse decision nor the person's subordinate;

5. If the appeal involves an adverse decision based on medical judgment, a review of your claim by a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment, and who was neither consulted in connection with the adverse decision nor the subordinate of any such individual; and

6. The identification of medical or vocational experts, if any, consulted in connection with the claim denial, without regard to whether the advice was relied upon in making the decision.

Liberty will make a full and fair review of your appeal and may require additional documents as it deems necessary in making such a review. A final decision on the review will be made within a reasonable period of time but not later than 45 days following receipt of the written request for review unless Liberty determines that special circumstances require an extension. In such case, a written notice will be sent to you before the end of the initial 45-day period. The extension notice shall indicate the special circumstances and the date by which Liberty expects to render the appeal decision. The extension cannot exceed a period of 45 days from the end of the initial period.

The appeal time frames begin when an appeal is filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing. If an extension is necessary because you failed to submit necessary information, the days from the date of the extension notice until you respond to the request for additional information are not counted as part of the appeal determination period.
What Do You Do To Appeal A Claim Denial? (Continued)

Liberty's notice of denial shall include:

1. The specific reason or reasons for denial with reference to those Plan provisions on which the denial is based;

2. A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of all documents, records, and other information relevant to your claim;

3. A statement describing any voluntary appeal procedures offered by Liberty and your right to obtain the information about such procedures, and a statement of your right to bring an action under ERISA;

4. If applicable, any internal rule, guideline, protocol, or other similar criterion relied upon in making the adverse decision, or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon and a copy thereof will be provided free of charge upon request; and

5. If the adverse decision was based on a medical necessity, experimental treatment, or similar exclusion or limit, an explanation of the scientific or clinical judgment for the adverse decision, or a statement that such explanation will be provided free of charge upon request.

You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency.