

Massachusetts Institute of Technology

**Summary Plan Description
for the
Massachusetts Institute of Technology
Long-Term Disability Plan**

July 1, 2009

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Introduction

This Summary Plan Description summarizes the main features of the M.I.T. Long-Term Disability Plan (the “Plan”). It does not explain all of the Plan’s technical details or cover all aspects of the Plan or its administration, but will give you a good understanding of your benefits and rights under the Plan. Additional information related to the Plan is available at <http://web.mit.edu/benefits/www/>.

The actual terms of the Plan are stated in the Plan document, the legal document governing your rights and benefits under the Plan. Copies of the Plan document are available from the M.I.T. Benefits Office. If there are any conflicts between this *Summary Plan Description* and the Plan document, the Plan document will control.

If you have questions about how the Plan applies to you, contact the M.I.T. Benefits Office.

M.I.T. Sick Leave

Information about M.I.T. sick leave benefits payable before M.I.T. Long-Term Disability Plan benefits are paid is in the M.I.T. Personnel Policy Manual.

Union Members

Benefits under the Plan are subject to collective bargaining. If you are a union member, you may examine, without charge, at the M.I.T. Human Resources Office, a copy of your bargaining group’s collective bargaining agreement. You also may contact your bargaining group for a copy of its collective bargaining agreement.

For Assistance or More Information

Contact the M.I.T. Benefits Office for assistance or more information.

on the World Wide Web

<http://web.mit.edu/benefits/www/>

by Email

benefits-www@mit.edu

on campus

77 Massachusetts Avenue
E19-215
Cambridge, MA 02139-4307
Telephone: (617) 253-0500
TTY: (617) 258-9344

at Lincoln Laboratory

244 Wood Street
A-128
Lexington, MA 02420-9108
Telephone: (781) 981-7072

M.I.T. Long-Term Disability Plan

M.I.T. provides long-term disability coverage to protect you against the loss of your income if you cannot work because of illness or injury.

Eligibility/Eligible Employees

Generally, you are eligible for long-term disability coverage if you (1) work at least 50% of the normal full-time schedule in your department, laboratory, or center; (2) are appointed to work for M.I.T. for at least three months; and (3) are paid by M.I.T.

Union Members

If you are a member of a collective bargaining unit you must be (1) regularly scheduled to work at least 20 hours per week and (2) meet the specified service requirements set forth in your union agreement. All the provisions of the Plan are subject to the terms of your collective bargaining agreement.

Excluded Employees

The following are excluded from eligibility for the Plan: visitors; naval, air force and army officers and enlisted personnel assigned to the Institute and civilian employees of the military; employees on the voucher payroll; employees hired for a period of less than three consecutive months; employees represented by a union who do not become eligible to participate in the Plan as a result of collective bargaining; and such other employees as the Institute may from time to time, in its sole discretion, exclude from the Plan.

Who is Covered

Coverage is available for you, only, as long as you meet the eligibility requirements outlined above. Coverage is not available for your family members.

When Coverage Begins

If you are a faculty, academic, sponsored research, administrative, and support staff employee, coverage generally begins upon employment.

If you are an eligible service staff employee, coverage generally begins after 36 consecutive months of employment.

If you are an eligible employee represented by a union, begins when you satisfy the service requirement as defined by your bargaining group's collective bargaining agreement. You may examine, without charge, at the M.I.T. Human Resources Office, a copy of your bargaining group's collective bargaining agreement. You also may contact your bargaining group for a copy of its collective bargaining agreement.

When Coverage Ends

Coverage ends earliest date when:

- your employment ends
- you fail to meet the eligibility requirements outlined above
- you become an excluded employee as defined above
- such other date as M .I.T. may from time to time specify.

If your M.I.T. employment ends and you are rehired, you will be subject to the Plan's rules concerning eligibility and commencement of coverage as if you had never before worked for M.I.T. or been covered by the Plan.

The Benefit

The Plan pays you an income benefit if you become and remain totally disabled while covered under the Plan.

Definition of *Totally Disabled*

You will be considered totally disabled if you are prevented by bodily injury, sickness, disease, or mental disorder from engaging in your *own* occupation. After the first 24 months, you will be considered totally disabled *only if* you are prevented by bodily injury, sickness, disease, or mental disorder from engaging in *any* occupation for which you are reasonably fitted by education, training or experience.

If your disability results from one or more of the following causes you will not be considered totally disabled: self-inflicted injuries, active military duty, declared or undeclared war, your voluntary participation in a rebellion or riot, or attempted commission of any unlawful act.

No Preexisting Conditions Limits

The Plan does not limit coverage due to preexisting conditions.

Amount of Benefit

Your benefit, paid monthly, will be the lesser of 60% of your monthly base pay or the maximum amount indicated below. Base pay does not include overtime, bonuses, shift differentials, or other similar items.

Total Disability Began	Maximum Monthly Benefit Amount
Before January 1, 1990	\$4,000
January 1, 1990 – June 30, 1998	\$6,000
July 1, 1998 – June 30, 2002	\$10,000
July 1, 2002	\$15,000

When Benefit Payments Begin

You must apply for disability benefits within the deadlines outlined below in *Applying for Benefits*. If your application is approved, benefits payments begin after your waiting period. Usually your waiting period is the six months after the total disability began. See *Applying for Benefits*, below.

When Benefits are Paid

Benefits are paid monthly. Benefit payments will be prorated to reflect partial months when you are totally disabled.

Benefit Offsets (Reductions)

Your benefit will be offset (or reduced) by certain benefits, including Primary Social Security benefits, Worker's Compensation benefits, veteran's or other employer-sponsored sickness or disability benefits related to the disability for which this Plan pays benefits, as well as by earnings from Rehabilitative Employment, as described below.

If you are awarded a benefit retroactively which should have offset your benefit from this Plan, you must repay the Institute the amount of the retroactive benefit.

The Plan Administrator may choose to offset your future benefits payments in order to collect the retroactive award.

As a result of offsets or retroactive rewards, you may receive no payments from the Plan even if you are eligible for benefits.

Social Security Benefits

Within 31 days of the approval of your application for benefits from this Plan you must apply for Social Security disability benefits by contacting the Social Security Administration at 1-800-772-1213 or www.ssa.gov.

The Social Security disability application and appeal process, eligibility rules, and definition of disability are separate from and differ from those of this Plan. If you fail to apply for Social Security disability benefits your benefits from this Plan may end.

See *Benefit Offsets (Reductions)*, above, for information about the effect of Social Security disability benefits on your benefit payments from this Plan.

Rehabilitative Employment

If it is likely to help you recover and return to work, you may accept part-time work at M.I.T or elsewhere while receiving benefits, if approved by the Plan Administrator. Your monthly benefit from the Plan would then be reduced by one half of what you earn each month from such Rehabilitative Employment.

Generally, Rehabilitative Employment may not last more than 24 months.

Recurring Disabilities

If you are no longer totally disabled, return to the M.I.T. job you had prior to becoming totally disabled, and become totally disabled again within 180 days of reemployment, you must file a new claim to resume receiving benefits. However, you will not be required to satisfy another waiting period.

When Benefit Payments End

Benefits end when the earliest of the following conditions applies:

- you are no longer totally disabled;
- you are no longer under an appropriate physician's care;
- you refuse or fail to be examined by physician; provide information; or participate in a review, treatment, rehabilitation, or other similar program as required by the Plan Administrator or service provider;
- your Rehabilitative Employment ends;
- you fail to apply for Social Security disability benefits within 31 days of approval for benefits under this Plan;
- you die;
- the Plan terminates;
- you reach the end of your Maximum Benefit Period, as described below:

Age at when Disability Began	Maximum Benefit Period
before age 61	to Social Security Normal Retirement Age
61	4 years
62	3 years 6 months
63	3 years
64	2 years 6 months
65	2 years
66	1 year 9 months
67	1 year 6 months
68	1 year 3 months
69 or older	1 year

Your *Social Security Normal Retirement Age* depends on your year of birth.

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

- such other date as M.I.T. may specify from time to time.

Cost of Coverage/Taxability of Benefit

M.I.T. pays to the entire cost of your coverage. As a result, your benefit payments are taxable.

Applying for Benefits

You must apply to receive benefits. You must apply no more than 90 days after your *waiting period*. For most eligible employees, the *waiting period* is the 6 months beginning on the date the total disability begins. Benefits, if approved, usually begin six months after the disability began. Therefore, you should contact the Plan Administrator within 3 to 4 months of being absent from work to begin the application process and avoid delays.

Your application will require information from you and your physician, and may require a physical examination.

If your application is not approved you may appeal. See *Your Rights and Responsibilities--If you are Denied a Benefit*, below.

Case Management

While you receive benefits you and/or your physician will be required from time to time to provide updated information on your condition and may be required to undergo a physical examination. Failure to provide the required information or to undergo a required examination could cause your benefit payments to end. See *When Benefit Payments End*, above.

Sabbaticals and Leaves of Absence/Active Duty Military Leave

Contact the Benefits Office for information about coverage during authorized leaves of absence.

Other M.I.T. Employee Benefits during Disability

While you receive benefits from the Plan, your M.I.T. Basic Retirement Plan, medical, and dental coverages continue based on the salary you were receiving when the disability began. M.I.T. will pay your share of the cost of coverage during this period, subject to M.I.T.'s right to amend or terminate the Plan. If you were approved for LTD on or after January 1, 2004, you must apply for the Met Life Insurance Premium Waiver to continue your group life insurance coverage. If you are denied coverage with Met Life, M.I.T. will continue paying the premium for your Basic Life Insurance and you will be responsible for the Supplemental/Optional Insurance premium.

In addition, while you receive benefits from the Plan, you will not contribute to the M.I.T. Supplemental 401(k) Plan. Instead, M.I.T. will contribute to the 401(k) Plan an amount equal to 10% of the salary you were receiving when the disability began, even if you were not contributing to the 401(k) Plan when the disability began, subject to M.I.T.'s right to amend or terminate the Plan.

Effective July 1, 2009, if you are approved for LTD benefits and you are enrolled in the Dependent Life Insurance plan for spouse/partner, child(ren), or both, your coverage under this plan will terminate 31 days following the date your employment ends. If you would like to continue the Dependent Life Insurance coverage you will be given the option to convert the coverage to an individual policy through the Metropolitan Life Insurance Company.

If you are awarded Social Security disability benefits, you will become eligible for Medicare 24 months after the effective date of receipt of such Social Security disability benefits. Medicare is the federal medical insurance program for certain disabled and retired individuals. At the time you become eligible for Medicare, M.I.T. may offer you Medicare supplement coverage, subject to M.I.T.'s right to amend or end such practice. Together, Medicare and the Medicare supplement supplied by M.I.T. will provide comprehensive medical insurance coverage.

Administration of the Plan

M.I.T. is the Plan Administrator of the Plan. The Plan Administrator may delegate any of its responsibilities to any other person or entity.

As Plan Administrator, M.I.T. has complete discretionary authority with regard to the operation, administration, and interpretation of the Plan. Any determination by the Plan Administrator relating to the Plan shall be final, binding, and conclusive in the absence of clear and convincing evidence that the Plan Administrator acted arbitrarily and capriciously.

From time to time the Administrator may contract with insurers, third party administrators, or other similar service providers to supply administrative or other services under the Plan. These services may include administration of benefits, interpretation of Plan provisions, determination of benefits, and payment of claims.

Service Provider

Determination of benefits and case management services are provided by Prudential Insurance Company.

Future of the Plan

M.I.T. expects to continue the Plan as a benefit to participants, but reserves the right to change or terminate the Plan in whole or in part, at any time without limitation, by a written instrument signed by an officer of M.I.T. No vested rights of any nature are provided under the Plan.

Your Rights

You enjoy certain rights and protections under the Plan. However, the Plan is not an employment contract, and your participation in the Plan does not affect M.I.T.'s authority to terminate your employment.

If You are Denied a Benefit

If your application for benefits is denied (or you believe you are entitled to a benefit under the Plan that you are not receiving), you or your authorized representative may file a written claim directly with the Plan Administrator. Your claim will be reviewed in accordance with reasonable procedures as required by the Employee Retirement Income Security Act of 1974 (ERISA). ERISA is the federal law that governs the Plan.

The claim must be sent to the Plan Administrator within 180 days of your receipt of notification of denial, and state the reasons why you feel your application should not have been denied. If the Plan Administrator does not receive your written request within 180 days of your receipt of the notification of denial, the denial will be final, and no further review will be conducted.

In your written request, include documentation such as office notes, test results, and consultation reports that objectively support disability from your job for the 6-month period (or other) period indicated in your application for benefits. Include, also, restrictions and limitations from a physician explaining how you are physically prevented from performing your job, and any other information that you feel will support your claim. You may request to receive, free of charge, copies of all documents relevant to your claim.

Under normal circumstances, you will be notified within 45 days of the date that your request for review is received. If there are special circumstances requiring delay, you

will be notified of the final decision within 90 days after your request for review is received. If your claim is denied on review, you may have the right to bring civil action under section 502(a) of Employee Retirement Income Security Act of 1974 (ERISA). ERISA is the federal law that governs the Plan.

Your Rights under ERISA

You are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA).

Right to Information

ERISA provides that all Plan participants shall be entitled to certain information.

(1) examine, without charge, at the M.I.T. Benefits Office, all documents governing the operation of the Plan, including insurance contracts, and all documents filed by the Plan with the federal government, such as the detailed annual report (Form 5500);

(2) obtain, on written request to the M.I.T. Benefits Office, copies of all documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest detailed annual report (Form 5500) and updated summary plan description. A reasonable charge for the copies may be made.

(3) receive a summary of the Plan's annual financial report, if any is required by ERISA to be prepared. The plan administrator is required by law to furnish each participant with a copy of any required summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for participants, ERISA imposes duties on the parties responsible for the operation of the Plan. The parties who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in your interest and that of the other Plan participants and beneficiaries. No one, including M.I.T. or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.

Enforcing Your Rights

If your claim for Plan benefit is ignored or denied in whole or in part, you have the 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 these rights. For example, if you request materials to which you have a right from the M.I.T Benefits Office and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require that you be provided the materials and may order that you be paid up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court, but if you file suit in a state court, that suit may be removed to the 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 that your claim is frivolous.

Assistance with Your Questions

If you have any questions about the Plan, you should contact the M.I.T Benefits Office. 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 visit <http://www.dol.gov/pwb>, or contact the nearest office the Pension and Welfare Benefits Administration of U.S. Department of Labor listed in your telephone directory or:

Division of Technical Assistance and Inquiries
Pension and Welfare Benefits Administration
U.S. Department of Labor
200 Constitution Avenue, N.W.,
Washington, D.C. 20210.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration.

Your Responsibilities

You, your authorized representative, and your physicians are responsible for providing truthful and accurate information to the best of your knowledge. If you or they willfully and knowingly provide untruthful or inaccurate information, benefits will be determined according to the true facts, and disciplinary action may be taken.

Directory and Additional Information

Plan Names

Massachusetts Institute of Technology Long-Term Disability Plan

Plan Sponsor

Massachusetts Institute of Technology (M.I.T.)
77 Massachusetts Avenue
Cambridge, Massachusetts 02139-4307
Telephone: (617) 253-0500

M.I.T.'s Employer Identification Number

04-2103594

Plan Numbers

504: weekly paid employees
512: monthly paid employees

Type of Plan

Employee Welfare Benefit Plan

Plan Year

January 1 – December 31

Participating Employer

M.I.T.

Plan Administrator

M.I.T.

Legal Process

May be made upon M.I.T.
c/o M.I.T. Benefits Office
77 Massachusetts Avenue
E19-215
Cambridge, Massachusetts 02139-4307

Plan Funding and Contributions

The Plan is self-insured. M.I.T. pays the cost of benefits under the Plan.