LANS
Defined Benefit Eligible Disability Program
Benefit Program Summary

Effective June 1, 2006

IMPORTANT

This is a summary of the highlights of the LANS Defined Benefit Eligible Disability Program, a component of the LANS Welfare Benefit Plan for Employees, ERISA Plan 501 (“Plan”). Receipt of this document and/or your participation in the Plan and any benefit programs under the Plan do not guarantee your employment or any rights or benefits under the Plan. LANS reserves the right to amend or terminate the Plan or any benefit programs under the Plan at any time. The Plan and the benefit programs referred to in this summary are governed by a Federal law (known as ERISA), which provides rights and protections to Plan participants and beneficiaries.

For more information on the LANS benefit programs, see the LANS Welfare Benefit Plan for Employees Summary Plan Description or the LANS Welfare Benefit Plan for Retirees Summary Plan Description, as applicable, available from the LANL Benefits Office at (877) 667-1806 or (505) 667-1806.
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Important Note
This Booklet
This booklet summarizes the highlights of the LANS Defined Benefit Eligible Disability Program (DB Disability Program), a long-term disability program for certain "members" in the LANS Defined Benefit Pension Plan (Pension Plan). Please note that the benefits described in this booklet are not part of the Pension Plan.

Italicized terms used in this summary are defined in the Pension Plan. Capitalized terms are defined within this summary.

The benefits described in this summary are effective June 1, 2006.

Participation Requirements
Who May Participate in the Program
Generally, you are eligible to participate in the DB Disability Program only if:

- You are
  - an active member of the Pension Plan or
  - you are an inactive member of the Pension Plan who applies for benefits under the DB Disability Program within the one-year period beginning on the date of termination of your covered employment under the Pension Plan, if medical evidence shows that your disability has been continuous from before your termination of covered employment under the Pension Plan; and
- You have completed at least a 5-year period of service; and
- You are not a retired member under the Pension Plan.

How the Defined Benefit Disability Program Works
The DB Disability Program provides disability income if you meet the participation and eligibility criteria and you suffer a disability that is expected to last for more than 12 months. The benefit calculation varies depending on your credited service on your Disability Date. If you are approved to receive a benefit, your benefit will be calculated as described below in Table A Benefit, unless you demonstrate that you meet the criteria for the Table B Benefit. You may apply for DB Disability Program benefits at any age.
**Self-funded Benefit**

The LANS DB Disability Program is self-funded from LANS’ general assets and administered by Liberty Life Assurance Company of Boston (Liberty). Liberty is the Claims Administrator located at:

Liberty Life Assurance Company of Boston  
Western Regional Claims Office  
Post Office Box 37500  
Phoenix, Arizona 85069-7500  
1-800-838-4461  
[www.libertymutual.com](http://www.libertymutual.com)
**Definition of Disabled and DB Disability Date**

In all cases, the determination of whether you are Disabled will be based on a medical opinion provided by one or more licensed physicians. The disability may be physical or mental.

DB Disability Program income is payable only if certain requirements are met. The requirements vary, depending on the date you became a member of the University of California Retirement Plan (UCRP) prior to joining the LANS Defined Benefit Pension Plan.

**If you became a UCRP member April 1, 1980, or later:**

- **For the first year**—you are considered Disabled under the terms of the DB Disability Program if, due to a medically determined disability, you are unable to perform the duties of any job for which you qualify that pays 50% or more of your Final Pay. The disability must be permanent or expected to last 12 months or longer from your DB Disability Date.

- **After you have received benefits for one year**—you are considered Disabled under the terms of the DB Disability Program if your medically determined disability prevents you from engaging in any occupation that gives you earnings above the level of “substantial gainful activity” as defined by the Social Security Administration (SSA). For example, in 2006, this amount is $860 per month. The amount is indexed annually by the SSA.

**If you became a UCRP member before April 1, 1980:**

- **For the first two years**—you are considered Disabled under the terms of the DB Disability Program if, due to a medically determined disability, you are unable to perform the duties of your current job or a comparable position at LANS. The disability must be permanent or expected to last 12 months or longer from your DB Disability Date.

  A comparable LANS position is a position for which you qualify and which you are medically able to perform, whether or not such a position is available, and which pays 80% or more of your Final Pay.

- **After you have received benefits for two years**—you are considered Disabled under the terms of the DB Disability Program if your medically determined disability prevents you from engaging in any occupation for which you qualify (at LANS or elsewhere) that pays 70% or more of your Final Pay.

**Disability Date for DB Disability Program Benefits (DB Disability Date)**

Your DB Disability Date is the first day you are eligible for DB Disability Program income. If you meet the above definition of Disabled, your DB Disability Date is the later of:

- The first of the month in which the LANL Benefits Office receives your application, or
- The day after the *termination* of your covered employment under the Pension Plan.
How Your DB Disability Benefit Is Calculated

DB Disability Program income is based on your credited service and Final Pay as of your DB Disability Date.

Final Pay

Final Pay is your monthly full time equivalent compensation, as defined in the Pension Plan, as of your DB Disability Date.

Credited Service

Your credited service is defined in the Pension Plan and is generally the service you earned in the Pension Plan (including service credit in the UCRP before June 1, 2006).

Service credit used to determine your eligibility for other benefits may differ from that used to calculate your DB Disability Program benefit.

Under certain circumstances, you may elect to use your accumulated sick leave and/or vacation leave to increase your credited service. You may contact the LANL Benefits Office for additional information.

Calculating Your Benefit

Your DB Disability Program benefit amount is a percentage of your Final Pay. If you are approved to receive a benefit, your benefit will be calculated as described in Table A Benefit, unless you demonstrate that you meet the criteria for the Table B Benefit.

Table A Benefit

The Table A Benefit is a percentage of your Final Pay, less a reduction for your Social Security benefit.

Note, only members of the Pension Plan whose former UCRP benefits were not coordinated with Social Security and who are not eligible for Social Security Disability Insurance Benefits as of the DB Disability Date can receive the Table B Benefit described below. All others will receive the Table A Benefit.
The percentage of your Final Pay depends upon your *credited service* on your DB Disability Date, as shown in Table A below:

<table>
<thead>
<tr>
<th>Years of Credited Service</th>
<th>Percent of Final Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>22.5</td>
</tr>
<tr>
<td>6</td>
<td>25.0</td>
</tr>
<tr>
<td>7</td>
<td>27.5</td>
</tr>
<tr>
<td>8</td>
<td>30.0</td>
</tr>
<tr>
<td>9</td>
<td>32.5</td>
</tr>
<tr>
<td>10</td>
<td>35.0</td>
</tr>
<tr>
<td>11</td>
<td>37.5</td>
</tr>
<tr>
<td>12 or more</td>
<td>40.0</td>
</tr>
</tbody>
</table>

The monthly Social Security reduction is $106.40 (or, if you became a UCRP member before July 1, 1988, the reduction is $106.40 or 33% of your Social Security Primary Insurance Amount as of your DB Disability Date, if less).

**Example:**
You have 11 years of *credited service* and your Final Pay is $3,000. Your benefit is calculated as follows:

37.5% of $3,000 = $1,125 unreduced benefit
$1,125 – $106.40 Social Security reduction =
$1,018.60 DB Disability Program monthly benefit

**Table B Benefit for Members Whose former UCRP benefits Were Not Coordinated with Social Security and Who Are Not Eligible for a Social Security Disability Insurance Benefit**
If your former UCRP benefits were *not* coordinated with Social Security and you are not eligible to receive a Social Security Disability Insurance Benefit as of your DB Disability Date, your DB Disability Program income is a percentage of your Final Pay as shown in Table B below. Otherwise you will receive a benefit as shown in Table A above.

In order to receive the Table B Benefit, you must demonstrate that as of your DB Disability Date you are not eligible to receive a Social Security Disability Insurance Benefit (as described in section 423(c) of Title 42 of the U.S. Code) by providing Liberty with an appropriate denial of benefits letter from the Social Security Administration Office.
The percentage of Final Pay depends on the number of your Eligible Child(ren).

<table>
<thead>
<tr>
<th>Eligible Child(ren) (as defined below)</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4 or more</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percent of Final Pay</td>
<td>40</td>
<td>45</td>
<td>50</td>
<td>55</td>
<td>60</td>
</tr>
</tbody>
</table>

When you apply for benefits under the DB Disability Program and are approved, the Table A Benefit will be paid to you until you demonstrate that you were not eligible for Social Security Disability Insurance Benefits as of your DB Disability Date. After appropriate documentation is provided to Liberty, your benefit will be recalculated based on Table B. You will also receive a one-time payment (no interest applied) equal to the difference between your benefit under Table A and Table B from your DB Disability Date to the present. The Table B Benefit will be paid going forward.

**Example:**
You have 11 years of *credited service*, your Final Pay is $3,000, and you have two Eligible Children. Your application is approved and your first payment is to begin at the end of January. Your Table A Benefit is calculated as follows:

\[
37.5\% \text{ of } 3,000 = 1,125 \text{ unreduced benefit} \\
1,125 - 106.40 \text{ Social Security reduction} = \\
1,018.60 \text{ DB Disability Program monthly benefit at the end of January}
\]

6 months later you provide Liberty with appropriate documentation that you are not eligible for Social Security Disability Insurance Benefits. Your DB Disability Program income is recalculated as follows and the first payment is expected to begin at the end of August.

\[
50\% \text{ of } 3,000 = 1,500 \text{ DB Disability Program monthly benefit at the end of August}
\]

Additionally, you will receive a one-time payment for the difference between your Table B Benefit and your Table A Benefit, for the period January to July. There is no interest paid on the one-time payment.

\[
1,500 - 1,018.60 = 481.40 \\
481.40 \times 7 \text{ months} = 3,369.80 \text{ One-time payment}
\]

Your monthly benefit will change if the number of your Eligible Children changes. In this event, be sure to notify Liberty immediately at (800) 838-4461, as you are responsible for repaying any overpayment. See “Overpayment of Benefits” on page 9.
Eligible Child

Eligible Child means your natural or adopted child or stepchild or the natural or adopted child of your Domestic Partner (as defined below). The child must have received at least 50 percent support from you for the one-year period ending on your DB Disability Date. On your DB Disability Date, the child must also be:

a) Under age 18,
b) Under age 22 and attending an educational institution full time, or
c) Disabled (as defined below); the disability must have occurred while the child was eligible based on age under (a) or (b) above.

The one-year support requirement does not apply to your natural child born after your DB Disability Date or less than one year before your DB Disability Date. A stepchild or a Domestic Partner’s child must have been living with you or in your care just before your DB Disability Date.

Domestic Partner

Domestic Partner means your domestic partner. The partnership must be established pursuant to the LANS Declaration of Domestic Partnership.

Definition of Disabled for an Eligible Child

To determine eligibility as a Disabled Eligible Child, disability is defined as a medically determinable physical or mental impairment that prevents the individual from engaging in “substantial gainful activity” on the basis of qualified medical opinion.

Substantial gainful activity means any type of gainful activity commensurate with age, education, skills or general background that could reasonably be expected to result in earnings in excess of the Social Security Administration’s annually published dollar amount to determine substantial gainful activity (in 2006, this amount is $860 per month).

The Claims Administrator determines disability eligibility and you and the child must cooperate with all requests for information. The disability must be expected to continue for an extended and uncertain period of time. For a Disabled child, the disability must have occurred while the child was eligible based on age, as above.

Cost-of-Living Adjustments

An annual cost-of-living adjustment (COLA) is applied to monthly income. The COLA is first payable on the July 1 that follows the one-year anniversary of your DB Disability Date.

The COLA is based on the cost of living adjustment to monthly benefits defined in the Pension Plan.
Offsets related to Social Security and Other Disability Programs

If you receive Social Security Disability Income, your DB Disability Program benefit will be reduced so that your total income does not exceed 70 percent of your Final Pay. Disability benefits paid by other LANS-sponsored programs (such as the Short-term or Supplemental Disability Programs) may be reduced by amounts paid to you from the DB Disability Program (COLA excluded). You may contact the LANL Benefits Office for additional information.

Tax Information

Generally, DB Disability Program income is taxable as ordinary income under applicable federal and state law. For more information, see your accountant or tax advisor.

Receiving Your Benefits

Your Monthly Benefit

Your initial check will include payment retroactive to your DB Disability Date. Thereafter, benefits will be paid at the end of each month. For example, your benefit payment for May will be payable at the end of May. If your check does not arrive by the tenth of the following month—in this example, June 10—you should call Liberty at 1-800-838-4461 and report the check lost.

Continuing Eligibility

To determine your continuing eligibility for DB Disability Program income, Liberty will review your case from time to time—typically after one year, after two years, and every few years thereafter, depending on the nature and severity of your disability.

The review is much the same as the initial evaluation. For details, see “Applying for DB Disability Program Benefits” on page 11. Information, forms, releases and forms for medical as well as legal and/or financial purposes may be required. Fees for any medical reports requested from your doctors are your responsibility. If an independent medical examination is necessary, LANS will pay the fee.

To verify your level of earnings, if any, Liberty may request earnings information from the Internal Revenue Service, and/or applicable state sources.

Benefits continue only while you remain eligible as defined by the DB Disability Program and within the time frame described in “Length of the DB Disability Program Income Period” on page 10.

Rehabilitation/Training/Return-to-Work Programs

Disabled members are encouraged to return to work if possible. Depending on the nature and severity of your disability, you may be able to work (at LANS or elsewhere) to some extent while continuing to qualify for DB Disability Program income; at some point you may be
required to participate in a rehabilitation evaluation and/or training program to help you regain or develop skills. Job counseling or placement also may be available.

**If you receive pay for work at the same time that you receive DB Disability Program income, it is important that you notify Liberty immediately by calling 1-800-838-4461. You must provide the following information:**

- Your employer’s name, address, and telephone number;
- The amount of your earnings;
- A description of your job and duties;
- Hours worked (or expected hours worked); and
- Date of employment.

Additional information may be required to reevaluate your eligibility to receive DB Disability Program income. The amount you earn may affect the amount of your DB Disability Program income.

**Overpayment of Benefits**

If you receive benefits to which you are not entitled, you are responsible for repaying the excess amount.

An overpayment could result from:

- A change in eligibility. For example, if your monthly benefit is based on your having an Eligible Child and the child loses eligibility, your benefit must be adjusted.
- A miscalculation of your monthly income. While every effort is made to ensure accuracy, occasionally a mistake is made.
- A return to work.

If you have been overpaid, you can contact Liberty for an explanation.

You may make the repayment in a lump sum or deductions may be taken from your monthly benefit under this DB Disability Program. LANS reserves the right to offset overpayments against future payments.

Note: If an overpayment occurs because you conceal, misrepresent, or give misleading information regarding, for example, your employment, earnings, Eligible Children, or medical condition, your benefit will be terminated and you must repay the amount of the overpayment.

**Effect on Employment**

Generally, after you’ve been approved for DB Disability Program income, your LANS employment will be terminated, and your position will not be held open for you. If you become
able to work again, you should ask about rehabilitation services at your location and for information about positions that may be appropriate.

Returning to Work Following a Disability
Returning to work at LANS following a disability may have a different impact on your continued eligibility for DB Disability Program income, compared to a return to work outside of LANS. For more information, contact LANL Benefits Office at (877) 667-1806 or (505) 667-1806.

Length of the DB Disability Program Income Period
DB Disability Program income is not intended to be a lifetime benefit, even for a member who is permanently Disabled. Once you meet the Pension Plan requirements for retirement, you can elect to begin receiving your monthly Pension Plan benefit. Once your Pension Plan payments begin, your DB Disability Program payments will cease.

As noted above, you can elect to begin receiving your monthly Pension Plan benefit at any time after you meet the Pension Plan requirements for retirement. If you prefer, and if you continue to be Disabled, you can receive DB Disability Program income as follows:

<table>
<thead>
<tr>
<th>Membership Classification</th>
<th>Your age on your DB Disability Date</th>
<th>You can receive DB Disability Program income</th>
</tr>
</thead>
<tbody>
<tr>
<td>Members eligible for a Table A Benefit</td>
<td>under 65 65 or older</td>
<td>for 5 years or until age 65, if later for 12 months or until age 70, if later</td>
</tr>
<tr>
<td>Members eligible for a Table B Benefit</td>
<td>under 65 65 or older</td>
<td>for 5 years or until age 67, if later for 12 months or until age 70, if later</td>
</tr>
</tbody>
</table>

When DB Disability Program Income Ends
DB Disability Program income ends on the following dates:

- The date you retire under the Pension Plan. For additional information see the section Retirement Income below
- The date you reach the end of your DB Disability Program income period as described in Length of the DB Disability Program Income Period above. Contact Liberty for more information.
- The date you are no longer Disabled under the terms of the DB Disability Program.
Retirement Income

Only you can make decisions about receiving benefits for which you may be eligible. For example, only you can decide when to begin receiving your monthly Pension Plan benefit.

- Under certain circumstances, you continue to earn additional benefits in the Pension Plan while receiving DB Disability Program income, but only up to limits described in the Pension Plan. After your Pension Plan benefit reaches these limits, you may continue receiving DB Disability Program income as long as you qualify. However, you will not earn any additional benefit in the Pension Plan. Contact the Pension Plan administrator for more information. See the LANS Defined Benefit Pension Plan Summary Plan Description for the name of the Pension Plan administrator and for contact information.

- You may elect to begin receiving your monthly Pension Plan benefit any time after you reach retirement eligibility. For more information, see the LANS Defined Benefit Pension Plan Summary Plan Description.

- When you retire under the Pension Plan, your DB Disability Program income and the Cost-of-Living Adjustment (COLA) described in this Summary will stop. See the LANS Defined Benefit Pension Plan Summary Plan Description for more information, including information regarding monthly Pension Plan cost of living adjustments.

- If you are eligible to begin receiving your monthly Pension Plan benefit at the time you apply for DB Disability Program benefits, you should review your Pension Plan benefit calculation as well as your DB Disability Program benefit. If the Pension Plan benefit is higher, you may prefer to begin receiving your monthly Pension Plan benefit rather than apply for DB Disability Program benefits. For more information to help you make your decision see “When Disability Ends” on page 10.

- When you retire under the Pension Plan, your monthly Pension Plan benefit may be substantially lower than your DB Disability Program benefit. This is especially likely if you have only a few years of credited service.

Applying for DB Disability Program Benefits

When to Apply

You should apply for DB Disability Program benefits as soon as it appears you will be Disabled as defined on page 3. Generally, if it appears you may be eligible for DB Disability Program benefits, the application packet will be provided to you by the LANL Benefits Office within about 120 days after the start of your disability. If you believe you may be eligible for DB Disability Program benefits and have not been contacted by the LANL Benefits Office, please contact LANL Benefits Office at (877) 667-1806 or (505) 667-1806 for further information.

LANS requires that you apply for DB Disability Program benefits with the LANL Benefits Office within the one-year period beginning on the date of termination of your covered employment under the Pension Plan.
Required Information and Forms
To qualify for benefits, you must comply with DB Disability Program requirements. Otherwise, your benefits may be denied, suspended, terminated, or offset.

Whenever Liberty or LANS requests information from you, you are expected to submit it as soon as you can. If it is not clear to you why a particular report or other document is needed, be sure to ask.

If a doctor prescribes treatment expected to enable you to return to work, you will be expected to follow the course of treatment. If you do not follow the required treatment, you may lose eligibility for DB Disability Program income. This rule does not apply to procedures that may be recommended rather than required—for example, surgical procedures or treatment that is experimental.

You are also required to notify Liberty and the LANL Benefits Office at (877) 667-1806 or (505) 667-1806 immediately if any change occurs that could affect your eligibility or the amount of your benefit—such as your earnings or employment, other disability benefits, or the status of your Eligible Children. You will be responsible for repaying any overpayment of benefits.

You should submit your application for DB Disability Program income before termination of your covered employment under the Pension Plan. If you apply after termination of your employment with LANS, the application must be received by LANS within the one-year period beginning on the date of termination of your covered employment under the Pension Plan. In addition, medical evidence must substantiate that the disability has been continuous since before termination of your employment with LANS.

You will be asked to provide documentation such as:
- Identity records (for example, your birth certificate);
- Medical reports and other records related to your medical condition;
- Information about other disability benefits you receive or are eligible to receive; and
- Information about your education, work experience, and related activities.

Depending on the nature of your disability, LANS or Liberty may require additional information from various sources at any time; you may be asked to provide records or to sign a release authorizing LANS or Liberty to obtain records.

When Your Application Is Received
When Liberty receives your application for DB Disability Program income, an analyst will be assigned to your case. Your DB Disability Program analyst will be available to answer questions you may have.
If the medical evidence you submit is inconclusive, an independent medical examination (IME) may be necessary. Information, forms, releases and forms for medical as well as legal and/or financial purposes may be required. Fees for any medical reports requested from your doctors are your responsibility. If an independent medical examination is necessary, LANS will pay the fee.

It is important for you to provide us with any information that may have a bearing on your disability. A review of your possible qualifications for other types of employment may be necessary. In this case, you may be asked to meet with a vocational rehabilitation professional to help you explore the options available to you and/or regain skills you need to return to work. Various tests, including those of skills and aptitude, may be involved.

Determining Your Eligibility

After Liberty receives all necessary documentation from you, your doctors, and others, your case will be reviewed and evaluated. Once your eligibility for DB Disability Program income has been determined, Liberty will send you a written notice of the decision.

In all cases, the determination of whether you are Disabled will be based on a medical opinion provided by one or more licensed physicians. The disability may be physical or mental.

If Your Application Is Approved

If your application for DB Disability Program benefits is approved, you will receive an approval letter stating the effective date of your DB Disability Program income (your DB Disability Date), the amount of your monthly benefit, terms and conditions of the approval and when you can expect to receive your first check.

If Your Application Is Denied

In the event that your claim is denied, either in full or in part, Liberty will notify you in writing within 45 days after the date your claim is first filed with Liberty. If more time is required by Liberty to make a decision, you will be notified of the reasons for the delay before the end of the 45-day period. Liberty may extend the decision-making period by up to 30 days. If additional time is needed, Liberty may extend the decision-making period for an additional 30 days. You will be notified of the second extension before the end of the first extension period. The notice of extension may include a request for additional information from you. You must provide the requested information to Liberty within 45 days. Liberty’s 30-day extension period will begin when you respond to the request for additional information.

Liberty’s notice of denial shall include:

1. the specific reason or reasons for denial with reference to those policy provisions on which the denial is based;
2. a description of any additional material or information necessary to complete the claim and an explanation of why that material or information is necessary; and
3. the steps to be taken if you wish to have the decision reviewed.
Please note that if Liberty does not respond to your claim within the time limits set forth above, you should automatically assume that your claim has been denied and you should begin the appeal process at that time. However, failure to do so will not waive your right to appeal.

**How To Appeal**

You, the claimant, 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 a request for review, in writing, to Liberty;
2. review pertinent documents; and
3. submit issues and comments in writing to Liberty.

Liberty will provide notice of its decision within 45 days after you file the appeal with Liberty. Liberty may extend the decision-making period for up to 45 days if special circumstances require extra time. You will be notified of the extension before the end of the first 45-day period.

**Liberty’s Rights of Recovery**

If a benefit overpayment on any claim occurs, you will be required to reimburse Liberty within 60 days of such overpayment, or Liberty has the right to reduce future benefit payments until such reimbursement is received. Liberty has the right to recover such overpayments from you or your estate.

**Timing of Legal Proceedings**

You or your authorized representative cannot start any legal action until 60 days after proof of the claim has been given nor more than one year after the time proof of the claim is required.

**Additional Information**

**Other Disability Benefits**

The LANL Benefits Office at (877) 667-1806 or (505) 667-1806 can tell you about other benefits for which you may be eligible—such as Short-term or Supplemental Disability benefits—and whom to contact if state-provided Workers’ Compensation benefits might apply.

If you have participated in retirement plans other than the LANS Defined Benefit Pension Plan, contact LANL Benefits Office at (877) 667-1806 or (505) 667-1806 about benefits you may be eligible to receive.

If you contribute to Social Security now or have contributed in the past, contact Social Security to find out about benefits you may be eligible to receive. You may also be eligible for Social Security benefits based on contributions by your spouse or former spouse.
Definitions in this DB Disability Program may differ from those in other benefit Programs, including, but not limited to, the LANS Short-term and Supplemental Disability programs.

**Medical, Dental and/or Legal Coverage**

**Coverage While Your Disability Program Application is Pending**
To continue LANS-sponsored medical, dental, AD&D and/or legal benefits, you must remain continuously covered in those programs from termination of your covered employment under the Pension Plan. Contact LANL Benefits Office for information regarding continuation arrangements.

**Coverage If You Are Approved for Disability Program Benefits**
If you are approved for DB Disability Program benefits, you may be eligible to continue your LANS medical, dental, AD&D and/or legal coverage under certain circumstances. See the *LANS Welfare Benefit Plan for Retirees Summary Plan Description* for further information.

If you are eligible for a refund of your medical or dental benefit payments, contact LANL Benefits Office at (877) 667-1806 or (505) 667-1806.

**Important Note**
While care has been taken to develop this summary, it is not a guaranty. In particular:

- The terms and conditions of the program may change at any time.
- LANS, by written document, reserves the right to terminate or amend this program at any time.
- Your employment relationship may be voluntarily or involuntarily changed or terminated.

The benefits ultimately payable to you will be determined according to the rules of the applicable LANS benefit program and applicable law.

Your participation in the program does not create any contractual or other rights to receive any benefits, nor does your participation or projections of benefit growth constitute a condition or right of future employment.

Some special situations are not reflected in this summary.

**This is a summary of benefits. For additional information, please contact:**

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