

PART IV

LONG TERM DISABILITY PLAN

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The Long Term Disability (LTD) Plan provides you with protection against complete loss of income during a long period of absence because of a disabling illness or injury.

WHO IS ELIGIBLE FOR THE LONG TERM DISABILITY PLAN?

Active Employees

All regular employees age 30 or over who work at least 20 hours per week are required to participate in the LTD Plan upon completion of one year of active service.

However, if you are under age 30, with at least one year of active service you may participate in the LTD Plan.

Service shall include Continuous Service, if any, with Associated Universities, Inc., Battelle Memorial Institute, Research Foundation of the State University of New York, or the State University of New York at Stony Brook immediately prior to a transfer of employment to Brookhaven Science Associates, LLC.

ENROLLMENT

Employees must enroll for LTD Plan coverage on their date of hire. If you are under age 30, you may elect coverage effective upon completion of one year of Continuous Service. If you are age 30 or over, your coverage will be effective upon completion of one year of Continuous Service. If you elect to change the effective date of your coverage more than 30 days after your date of hire, you must submit evidence of insurability and be approved by the insurance company before insurance can become effective. If approved, LTD coverage will become effective on the date of such approval. You must be in active employment status for coverage to become effective.

LONG TERM DISABILITY PLAN COVERAGE

Income Benefits Provided

LTD benefits are provided if you are Totally Disabled as a result of illness or injury and are unable to perform the duties of your occupation or employment for a continuous period of six months. The insurance company will determine if you are eligible for these benefits.

If eligible, and you first became disabled and entitled to a benefit under the LTD Plan before January 1, 2001, commencing with the seventh consecutive month of disability, you will receive monthly income payments equal to fifty percent (50%) of your monthly full-time or part-time Base Salary.

If eligible, and you first become disabled and entitled to a benefit under the LTD Plan on or after January 1, 2001, commencing with the seventh consecutive month of disability, you will receive monthly income payments equal to sixty percent (60%) of your monthly full-time or part-time Base Salary.

Your monthly income payments will be reduced by any amount of disability income you are entitled to receive, or are assumed to receive, from Workers' Compensation, the amount of your primary Social Security benefit or the Retirement Plan. However, if you continue to be disabled after receiving LTD benefits for 24 months or after obtaining age 65, and you elect to receive Retirement Plan benefits, this will not cause a reduction in your LTD benefits.

If you become Totally Disabled at age 30 or over, you may be eligible to receive monthly benefit payments for up to 24 months. However, if you continue to be Totally Disabled and if your disability prevents you from engaging in any occupation for which you are qualified by training, education, or experience, benefit payments will continue beyond the 24-month period until you are no longer Totally Disabled, or as indicated in the following schedule:

Age of Disablement	Maximum Duration of Benefits
Less than 62	To age 65
62 but less than 65	3 years
65 but less than 68	2 years
68 or over	1 year

If you become Totally Disabled before age 30 and continue to qualify for LTD benefits, the maximum period of benefit payments is 24 months.

Regardless of age, LTD benefits cease on the date you cease to be Totally Disabled.

Contributions to the Retirement Plan

If you were a participant in the Retirement Plan before becoming Totally Disabled, monthly contributions will be made by the insurance carrier to the Retirement Plan as long as you qualify for LTD benefit payments.

The monthly contribution to the Retirement Plan will equal one-twelfth of the total of the following:

12.5% of your annual Base Salary that is taxable under the Social Security Act on the day prior to the day you become eligible to receive LTD benefits and 17.5% of the remaining amount of your annual Base Salary.

Exclusions

The LTD Plan does not provide benefits if the Total Disability results from an intentionally self-inflicted injury or from war. LTD benefits are not provided unless you are under the continuing care of a licensed physician.

CLAIMS

How to File a Claim

To file a claim under the LTD Plan, you must complete an LTD Claim Form which is available in the Human Resources Division. The completed claim form must be submitted to the Human Resources Division.

Questions About Claims

If you have a question about your LTD claim, you should contact the Human Resources Division.

How to Appeal a Claim

If your claim is denied, you will receive a written notice of the denial from the insurance company. The notice will explain the reason for the denial and indicate the review procedures. You may request a review of the denied claim. The request must be submitted in writing within 60 days after you receive the denial notice. Submit your request, including your reasons for requesting the review, to CIGNA, 12225 Greenville Avenue, Suite 1000-LB 179, Dallas, TX 75243. They can also be reached at (800) 352-0611. CIGNA will review the claim and ordinarily notify you within 60 days of the date your request for review is received. In special cases requiring a delay, CIGNA will render a decision no later than 120 days after your request for review is received.

EMPLOYEE PREMIUMS

When participating in the LTD Plan, employees must pay the required employee premiums (\$0.40 per \$100 of coverage).

OTHER INSURANCE COVERAGES WHILE ON LTD

Medical Coverage

As long as you continue to qualify for LTD benefits and were enrolled in the Medical Plan immediately prior to your disability, you and your eligible dependents will be provided with Medical Plan coverage at no cost to you.

If you qualify for Medicare Health Insurance coverage because of your disability, or if you have reached age 65, Medical Plan coverage will be continued at no cost to you. You must, however, elect both Parts A and B of Medicare and pay the applicable premium. Medicare then becomes your primary medical insurance coverage.

Life Insurance Coverage

As long as you continue to qualify for LTD benefits, your Life Insurance Plan coverage will be continued at no cost to you. Life Insurance coverage will be the amount in force on the day immediately preceding your first day of disability. Life Insurance coverage amounts will reduce at age 65 or over in accordance with the provisions of the Life Insurance Plan.

Dental Coverage

If you were enrolled in the Dental Plan, you and your eligible dependents may continue dental coverage by paying the required employee premiums. This coverage will cease when LTD benefits cease.

MISCELLANEOUS

Base Salary

Base Salary means your actual Base Salary on the day immediately preceding the day you become eligible to receive LTD benefits. It does not include overtime, shift or holiday premium, bonus or any other forms of compensation. For part-time employees, Base Salary is based on the part-time basic rate of pay.

An increase in Base Salary will not be recognized under this LTD Plan if it occurs between separate periods of Total Disability which are considered one period of disability for LTD benefits.

Changes in the Amount of LTD Coverage

Any change in the amount of your LTD coverage due to a change in your Base Salary will become effective on the date your Base Salary changes.

Continuous Service

Continuous Service means service from your most recent hire date. Service performed prior to a break in employment is not included in Continuous Service. Continuous Service will be reduced by periods on approved Leave of Absence. Continuous Service shall include continuous service, if any, with Associated Universities, Inc., Battelle Memorial Institute, Research Foundation of the State University of New York or the State University of New York at Stony Brook immediately prior to a transfer of employment to Brookhaven Science Associates, LLC.

Employment Status While Receiving LTD Benefits

If you are an active employee, effective on the date you qualify for LTD benefits (commencing with your seventh consecutive month of disability), you will be placed on a 12-month leave of absence. If, at the end of this period, you continue to qualify for LTD benefits, your employment will be terminated, but your insurance coverages will continue as indicated above.

General Information

Information regarding the plan identification number, plan year, plan funding, type of plan, plan sponsor, plan administrator, agent for legal process, your rights under ERISA, prudent actions by plan fiduciaries, modification, suspension, or termination of the plan, and privacy of information can be found in the General Information section of this booklet.

Leave of Absence

If you are on an approved Leave of Absence, you may continue your LTD coverage during the term of the approved leave from the starting date of your leave by paying the required active employee premiums.

Continuation of insurance is not allowed while on leave for other employment when (1) the other employer offers coverage or (2) the other employer is an agency or prime contractor of the federal government that will cover the employee under its insurance program.

Overpayment

If you are overpaid LTD benefits, you will be required to repay such amounts. The insurance company will either arrange deductions from future payments or a lump sum repayment.

Reduction in Benefits Due to Earnings

The monthly LTD benefits for any month during which you are Totally Disabled will be reduced by seventy percent of the amount you earn through work during that month.

Social Security Benefits

You are required to file for Social Security benefits if you are disabled. If you are covered under the Federal Social Security Act for disability or Old Age Benefits, you will be assumed to be receiving such benefits. The level of such benefits will be estimated by the insurance company. Your monthly LTD benefits will be reduced by the amount of such estimated benefits unless you have applied and, if denied for benefits, reapplied and been denied. Upon proof of the actual benefit amount, the insurance company will adjust your LTD benefits accordingly.

Successive Periods of Disability

If, after receiving LTD benefits, you return to work on a full-time basis and again become Totally Disabled, you will be eligible for the continuation of your previous LTD benefits and will not be required to establish a new six-month disability qualifying period, provided that your disability recurs within three months after you return to work and is due to the same or related cause. This means that your return to work must be for less than three months to qualify for this provision. If, however, your disability has an en-

tirely new and unrelated cause or if you have returned to work on a full-time basis for more than three months, you will be required to establish a new six-month disability qualifying period before becoming eligible for LTD benefits.

Termination of Coverage

LTD Plan coverage will cease on the earlier of the date you are no longer receiving LTD benefits and are no longer employed, the date you are no longer eligible for coverage, or when you fail to pay the required premiums.

Totally Disabled

You will be considered Totally Disabled if, because of injury or illness, you are unable to perform the essential duties of your occupation. After monthly LTD benefits have been paid for twenty four months, you will be considered Totally Disabled if, because of injury or illness, you are unable to perform the essential duties of any occupation for which you are or may reasonably become qualified based on your education, training or experience.