YOUR GROUP
LONG-TERM DISABILITY BENEFITS

FOR EMPLOYEES OF:

Creighton University

CLASS(ES):

All Eligible Creighton University Employees

REVISION EFFECTIVE DATE:

January 1, 2017

PUBLICATION DATE:

March 23, 2017

NOTICE(S)

THIS CERTIFICATE DESCRIBES THE BENEFITS THAT ARE AVAILABLE TO YOU. PLEASE READ YOUR CERTIFICATE CAREFULLY. BENEFITS ARE PROVIDED THROUGH A GROUP POLICY ISSUED IN THE STATE OF NEBRASKA.

FRAUD WARNING
Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Group Number: G00020W8

If You have any questions about or concerns with this insurance, please first contact the Policyholder or Your benefits administrator. If, after doing so, You still have a question or concern, You may contact Us at:

Mutual of Omaha Plaza
Omaha, Nebraska 68175
Call Toll-Free: 1-800-877-5176
www.mutualofomaha.com

When contacting Us, please have Your Policy number available.

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ADDITIONAL SUMMARY PLAN DESCRIPTION INFORMATION

CERTIFICATE OF INSURANCE

Home Office:

certifies that Group Policy Number GMTD-20W8 (the Policy) has been issued to Creighton University (the Policyholder).

Insurance is provided for Employees of the Policyholder subject to the terms and conditions of the Policy.

Please read this Certificate carefully. The benefits described in this Certificate are effective only if You are eligible for the insurance, become insured and remain insured as described in this Certificate and according to the terms and conditions of the Policy.

If the provisions of this Certificate and those of the Policy do not agree, the provisions of the Policy will apply. The Policy is part of a contract between and the Policyholder, and may be amended, changed or terminated without Your consent or notice to You.

This Certificate replaces any certificate previously issued under the Policy.

James T. Blackledge
Chief Executive Officer

Richard C. Anderl
Corporate Secretary

SCHEDULE

This Schedule describes some of the terms and conditions of the Policy including, but not limited to, the maximum amounts of benefits payable under the Policy, exclusions and limitations. For a complete description of the terms and conditions of the Policy, refer to the appropriate section of the Certificate.

A person is not necessarily entitled to insurance under the Policy because he or she received this Schedule. A person is only entitled to insurance if he or she is eligible in accordance with the terms of the Certificate. Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

POLICY INFORMATION

Policyholder:	Creighton University
Policy Effective Date:	August 1, 1964
Policy Anniversary:	January 1
Policy Number:	GMTD-20W8
Group Number:	G00020W8
Policy Year:	January 1 through January 1
Classification:	All Eligible Creighton University Employees
Minimum Work Hours Required:	30 hours per week
Eligibility Present Waiting Period:	none
Eligibility Future Waiting Period:	none
When Insurance Begins:	the first day of the month that coincides with or follows the day the Employee becomes eligible. Additional eligibility conditions apply as described in the Certificate.
Elimination Period:	The later of: a) 90 calendar days; or b) the date Your short-term Disability ends.

BENEFITS

Monthly Benefit Percentage:	60%
Maximum Monthly Benefit:	$16,300

Maximum Benefit Period:

Age at Disability	Maximum Benefit Period
59 or less	age 65;
60	60 months;
61	48 months;
62	42 months;
63	36 months;
64	30 months;
65	24 months;
66	21 months;
67	18 months;
68	15 months;
69 or older	12 months.

Own Occupation Definition:	2 years
Cost of Living Adjustment (COLA):	3% for 5 years
Vocational Rehabilitation Benefit:	5%

LIMITATIONS/EXCLUSIONS

Alcohol/Drug Abuse/Substance Abuse Limitation:	24 months
Mental Disorder Limitation:	24 months
Pre-existing Condition Exclusion:	3/12

DEFINITIONS

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

Basic Monthly Earnings for salaried Employees means Your gross annual salary from the Policyholder in effect on the day immediately prior to the date on which Your Disability began, divided by 12.

Basic monthly earnings for hourly Employees means Your hourly rate of pay from the Policyholder in effect on the day immediately prior to Your Disability multiplied by the average number of hours You worked per month, not including overtime, during the 12 month period immediately prior to the date on which Your Disability began. If You were employed with the Policyholder for a period of less than 12 months, basic monthly earnings means Your hourly rate of pay multiplied by the average number of hours You worked per month during that period, not including overtime.

Basic monthly earnings is verified by premium We have received.

Basic monthly earnings includes Employee contributions to Deferred Compensation plans and the physician's faculty practice compensation received from the Policyholder.

Basic monthly earnings does not include commissions, bonuses, overtime pay, Policyholder contributions to Deferred Compensation plans, and Differentials received from the Policyholder.

Proof of Earnings is required.

Differentials mean additional compensation You receive from the Policyholder for time or duties beyond those normally required or to accommodate specific working conditions, including, but not limited to:

a) shift differentials;
b) hazardous duties differentials;
c) pay for longevity;
d) on-call pay;
e) lead nurse differentials;
f) English as a Second Language (ESL) differentials;
g) charge pay;
h) weekend differentials;
i) coaching and other extra curricular activities compensation; and
j) on-call differentials.

Other Income Source(s) has the meaning set forth in the Other Income Sources provision of this Schedule.

Recurrent Disability means a Disability which is caused by, attributable to, or resulting from the same Injury or Sickness that caused the prior Disability for which You received a Monthly Benefit under the Policy.

Reimbursement Agreement means the written agreement that We provide to You under which You agree to repay Us any overpayment resulting from Your or Your Spouse's or child(ren)'s receipt of Other Income Sources.

ELIMINATION PERIOD

The Elimination Period is the later of:

a) 90 calendar days; or
b) the date Your short-term Disability ends.

For purposes of accumulating days of Disability to satisfy the Elimination Period, the following will apply:

a) a period of Disability will be treated as continuous during the Elimination Period unless Disability stops for more than 90 accumulated days during the Elimination Period; and
b) days in which You return to work for a full work day as verified by Policyholder records will not count towards the Elimination Period.

The Elimination Period begins on the first day of Disability. If You are not continuously Disabled, the Elimination Period must be satisfied within a period of time which does not exceed two times the length of the Elimination Period; otherwise, a new Elimination Period will apply.

RECURRENT DISABILITY

A Recurrent Disability will be treated as part of Your prior claim and You will not be required to satisfy a new Elimination Period if:

a) You were continuously insured under the Policy from the date benefits ended for Your prior claim to the date Your Recurrent Disability begins; and
b) Your Recurrent Disability occurs within 180 days after the date benefits ended for Your prior claim.

In order to prevent over-insurance because of duplication of benefits, benefits payable under this Recurrent Disability provision will cease if benefits are payable to You under any other Policyholder sponsored group long-term disability income policy or plan.

MONTHLY BENEFIT

Total Disability

If You are Disabled and earning less than 20% of Your Basic Monthly Earnings, the Monthly Benefit while Disabled is the lesser of:

a) 60% of Your Basic Monthly Earnings, less Other Income Sources; or
b) the Maximum Monthly Benefit, less any Other Income Sources.

Partial Disability

You may work for wage or profit and, after a Monthly Benefit has been paid for 2 years, receive up to 85% of Your Basic Monthly Earnings while Disabled. As an incentive to work while Disabled, You will receive the Monthly Benefit for Total Disability, unless the sum of:

a) the Gross Monthly Benefit while You are Disabled; plus
b) Current Earnings;

exceeds 100% of Your Basic Monthly Earnings. If this sum exceeds 100% of Your Basic Monthly Earnings, the Monthly Benefit for Partial Disability will be reduced by that excess amount.

VOCATIONAL REHABILITATION BENEFIT

While You are participating in a plan of vocational rehabilitation approved by Us, Your Monthly Benefit will be increased by 5%.

MAXIMUM BENEFIT PERIOD

If You are Disabled because of an Injury or Sickness, We will pay benefits as follows, subject to any limitations described in this Certificate.

Age at Disability	Maximum Benefit Period
59 or less	age 65;
60	60 months;
61	48 months;
62	42 months;
63	36 months;
64	30 months;
65	24 months;
66	21 months;
67	18 months;
68	15 months;
69 or over	12 months.

OTHER INCOME SOURCES

We take into account the total of all Your income from other sources of income in determining the amount of Your Monthly Benefit. Your Other Income Sources are any of the following amounts that You receive or are eligible to receive as a result of Your Disability or the Sickness and/or Injury that caused, in whole or in part, Your Disability:

a) Any amount under:
    1. a workers' compensation law;
    2. an occupational disease law;
    3. the Jones Act, (46 U.S.C. Statute 688(a) (1920)); or
    4. any other act or law of like intent to the laws described in 1, 2 or 3 above.
b) Any amount under another group short-term or long-term disability insurance policy or plan for which the Policyholder has paid any part of the cost or for which the Policyholder has made payroll deductions, except any group short-term or long-term disability insurance policy or plan underwritten by .
c) Any amount as disability income payments under any:
    1. state compulsory benefit act or law; or
    2. government retirement system as a result of Your job with the Policyholder.
d) Any amount of benefits under the Policyholder's Retirement Plan. Benefits payable before the plan's normal retirement age are considered Other Income Sources only if You voluntarily elect to receive these benefits.
e) Any benefits for You or Your Spouse and Dependent Child under:
    1. the U.S. Social Security Act;
    2. the Canada Pension Plan;
    3. the Quebec Pension Plan;
    4. the Railroad Retirement Act;
    5. any public employee retirement plan;
    6. any teachers employment retirement plan; or
    7. any similar plan or act that provides:
        a. Disability benefits; or
        b. retirement benefits (except this will not apply if Your Disability begins after Your Social Security Normal Retirement Age and You were already receiving Social Security retirement benefits. This exception only applies to U.S. Social Security Benefits).
f) Any amount payable as:
    1. salary continuance, except
        a. paid time off (PTO) that is not specified as sick leave;
        b. vacation;
        c. any earned time off program;
    2. sick leave; or
    3. severance allowance.
g) Any amount from any unemployment insurance law or program.

EXPLANATION OF OTHER INCOME SOURCES

You must apply for Other Income Sources for which You are or may become eligible, including but not limited to Social Security disability and/or dependent benefits, and do what is needed to obtain them. If Your application is denied, We may require that You appeal the decision to a level that is satisfactory to Us and provide written proof of all levels of appeal.

As part of Your proof of Disability, We require that You furnish evidence to Us that You have applied for Other Income Sources for which You are or may become eligible.

After the initial reduction for each type of Other Income Sources, We will not further reduce Your Monthly Benefit due to any cost of living increases payable under such type of Other Income Sources.

Other Income Sources that are paid in a lump sum will be prorated on a monthly basis over a period for which the sum is given. If no time period is stated, the sum will be prorated on a monthly basis over the lesser of the following:

a) the Policy's Maximum Benefit Period; or
b) 60 equal payments.

If Other Income Sources are paid on a retroactive basis, We may reduce or suspend the Monthly Benefit to recover any overpayment.

Regardless of how funds from a Retirement Plan are distributed, We will consider Your contributions and the Policyholder's contributions to be distributed simultaneously during Your lifetime.

We will pay the full amount of the Monthly Benefit if You:

a) apply for Other Income Sources; and
b) sign Our Reimbursement Agreement.

Until You have signed Our Reimbursement Agreement and have given written proof to Us that application has been made or all available appeals have been exhausted for Other Income Sources, We may:

a) estimate Your Other Income Sources; and
b) reduce Your Monthly Benefit by that amount.

If We reduce Your benefit on this basis, and if all of Your appeals are denied, We will restore Your Monthly Benefit amount and refund any underpayment to You in a lump sum.

ASSISTANCE WITH FILING FOR SOCIAL SECURITY DISABILITY BENEFITS

We can arrange for advice regarding Your claim for Social Security disability benefits and assist You with Your application or appeal. In order to be eligible for assistance, You must be receiving Monthly Benefits from Us.

Receiving Social Security disability benefits may enable:

a) You to receive Medicare after 24 months of disability payments;
b) You to protect Your Social Security retirement benefits; and
c) Your family to be eligible for Social Security disability benefits.

We can arrange assistance in obtaining Social Security disability benefits by:

a) helping You find appropriate representation;
b) obtaining medical and vocational evidence; and
c) reimbursing pre-approved case management expense.

ELIGIBILITY

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

DEFINITIONS

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

Actively Working, Active Work means an Employee is performing the normal duties of his or her Regular Job for the Policyholder on a regular and continuous basis 30 or more hours each week. An Employee will be considered to be actively working on any day that is a regular paid holiday or day of vacation, or regular or scheduled non-working day, provided the Employee was actively working on the last preceding regular work day.

Prior Plan means any group disability plan or individual worksite disability plan of benefits:

a) replaced by insurance under part or all of the Policy; and
b) in effect and maintained or sponsored by the Policyholder on the day before the Policy Effective Date.

Written Request means a request that is signed, dated and submitted to the Policyholder. The request must be on a form We supply or be in a form and content acceptable to Us.

WHEN AN EMPLOYEE BECOMES ELIGIBLE FOR INSURANCE

An Employee who is Actively Working on the Policy Effective Date becomes eligible for insurance under the Policy on the Policy Effective Date.

An Employee who is hired after the Policy Effective Date becomes eligible for insurance under the Policy on the day the Employee begins Active Work.

The day on which an Employee becomes eligible for insurance under the Policy may not be the same as the day on which insurance begins. The When Insurance Begins provision describes the day on which insurance begins.

CONTINUITY OF INSURANCE UPON TRANSFER OF INSURANCE CARRIER

If You are not Actively Working on the Policy Effective Date due to Injury or Sickness, upon payment of the premium, You will be insured under the Policy if You:

a) were covered under a Prior Plan on the day before the Policy Effective Date; and
b) resume Active Work.

EFFECT OF A PRE-EXISTING CONDITION WITH PRIOR COVERAGE

Prior Group Disability Plan Coverage Maintained by the Policyholder

If You become insured under the Policy on the Policy Effective Date and were covered under a prior group disability plan on the day before the Policy Effective Date, any benefits payable under the Policy for a Disability due to a Pre-existing Condition will be determined as follows:

a) If You cannot satisfy the Pre-existing Conditions provision of the Policy, but have satisfied the pre-existing condition provision under the prior group disability plan, giving consideration towards continuous time covered under both plans, We will pay the lesser of the benefit:
    1. that would have been paid under the prior group disability plan; or
    2. payable under the Policy.
b) If You cannot satisfy the Pre-existing Conditions provision under the Policy or of the prior group disability plan, no benefit under the Policy will be payable.

Prior Group Disability Plan Coverage Not Maintained by the Policyholder

If You become insured under the Policy after the Policy Effective Date and were covered under an employer's group long-term disability plan provided by Your previous employer, and not maintained by the Policyholder, within 31 days prior to the day You become employed with the Policyholder, any benefits payable under the Policy for a Disability due to a Pre-existing Condition will be determined as follows:

a) If You cannot satisfy the Pre-existing Conditions provision of the Policy, but have satisfied the pre-existing condition provision under Your prior group disability plan, giving consideration towards continuous time covered under both plans, We will pay the lesser of the benefit:
    1. that would have been paid under Your prior group long-term disability plan; or
    2. payable under the Policy.
b) If You cannot satisfy the Pre-existing Conditions provision under the Policy or Your prior group long-term disability plan, no benefit under the Policy will be payable.

In order to qualify under this provision, You must provide the following supporting documentation within 31 days from the date We request this information:

a) a copy of Your prior employer's long-term disability plan; and
b) payroll records or other documentation verifying prior group long-term disability coverage under Your prior employer's plan.

WHEN INSURANCE BEGINS

An eligible Employee will become insured on the first day of the month that coincides with or follows the day the Employee begins Active Work.

If the Employee is not Actively Working on the day insurance would otherwise begin, insurance will begin on the day the Employee returns to Active Work.

EXCEPTIONS TO WHEN INSURANCE BEGINS

This provision does not apply if the Employee is eligible for coverage under the Continuity of Insurance Upon Transfer of Insurance Carrier provision.

Insurance for an Employee who has an Injury or Sickness and is confined:

a) in a Hospital as an inpatient;
b) in any institution or facility other than a Hospital; or
c) at home and under the care or supervision of a Physician;

on the day insurance is to begin will not take effect until the first day of the month that coincides with or follows the day the Employee returns to Active Work.

CHANGES TO INSURANCE BENEFITS

Any allowable change in Your classification or amount of insurance, whether requested by You or the Policyholder, or as a result of the terms of the Policy, will take effect on the date of the request or the change.

WHEN INSURANCE ENDS

Insurance will end on the last day of the month in which the earliest of the following events occurs:

a) You are no longer eligible for insurance under the Policy;
b) You begin active duty in the Armed Forces, National Guard or Reserves of any state or country (except for temporary active duty of 31 days or less);
c) the Policy terminates; or
d) insurance ends in accordance with the Grace Period provision.

If You are Disabled on the day the Policy terminates, benefits will continue subject to the When Benefits End provision located in the Benefits section.

EXCEPTIONS TO WHEN INSURANCE ENDS

If insurance for You ends but the Policy is in effect, You may be able to continue or obtain insurance under one of the following provisions:

a) Continuation of Insurance for Leave
b) Continuation of Insurance During Disability

CONTINUATION OF INSURANCE FOR LEAVE

If there is a conflict between this provision and any other provision of the Policy, this provision shall control.

You may be able to continue insurance from the day You cease to be Actively Working in the event of a leave of absence approved by the Policyholder due to a sabbatical leave of absence.

In addition, the federal Family Medical Leave Act (FMLA) and Uniformed Services Employment and Reemployment Rights Act (USERRA) and any amendments thereto, as well as other applicable federal or state laws, may allow continuation of insurance in certain instances for leaves of absence, layoff or termination. Contact the Policyholder for additional information regarding any other continuation options that may be available.

Any insurance continued under this provision will be subject to the following conditions:

a) insurance may not be continued beyond the earliest of:
    1. 12 months for Your sabbatical leave of absence; or
    2. the time period allowed by FMLA, USERRA or applicable federal or state law that allows for continuation.
b) We must receive notification of the approved leave from the Policyholder within 31 days from the date You cease Active Work;
c) We must continue to receive premium payment when due (premiums must be paid by You or on Your behalf); and
d) Basic Monthly Earnings will be based on Your earnings in effect on the day prior to the first day of Your leave.

Insurance under this provision will end on the earliest of the day:

a) the time period in a) in the preceding paragraph has been satisfied;
b) You return to Active Work;
c) You begin full-time employment with an employer other than the Policyholder;
d) the Policy terminates; or
e) Insurance ends in accordance with the Grace Period provision.

See the Options for Payment of Premium for Continued Insurance provision for premium payment options.

CONTINUATION OF INSURANCE DURING DISABILITY

If You become Disabled, Your insurance will continue without payment of premium for as long as You are entitled to receive Monthly Benefits, except that premium must be paid during the Elimination Period. Premium will be waived from the first day of the month following the end of the Elimination Period through the last day of the month in which Your last Disability benefit payment under the Policy is issued.

LONG-TERM DISABILITY BENEFITS

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

DEFINITIONS

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

Good Cause means documented physical or mental impairments that:

a) render You incapable of rehabilitation;
b) interfere with a medical program You are currently participating in; or
c) conflict with any other program You are participating in that will enable You to return to Active Employment.

Participation in a Riot means actively participating in a tumultuous disturbance of the peace by three or more persons assembling together of their own authority with intent to mutually assist one another in an illegal or legal act.

LONG-TERM DISABILITY BENEFITS

If You become Disabled due to an Injury or Sickness, while insured under the Policy, We will pay the Monthly Benefit shown in the Schedule in accordance with the terms of the Policy. Benefits will begin after You satisfy the Elimination Period shown in the Schedule.

COST OF LIVING ADJUSTMENT (COLA)

Beginning on the first anniversary of the date on which Monthly Benefit payments begin, a Cost of Living Adjustment (COLA) will be made to Your Monthly Benefit as defined in the Schedule. Your Monthly Benefit payable under the Policy will be increased by this Cost of Living Adjustment which will be 3%. These increases will continue annually thereafter, for each of the next four anniversaries, (for a total of five adjustments), as long as You are receiving Monthly Benefits. Cost of Living Adjustments are not subject to the Maximum Monthly Benefit. For purposes of calculating adjustments, the Monthly Benefit includes every prior year's Cost of Living Adjustment.

VOCATIONAL REHABILITATION PROVISION

If You are Disabled and are receiving Disability benefits as provided by the Policy, You may be eligible to receive vocational rehabilitation services. These services include, but are not limited to:

a) worksite modification and/or special equipment;
b) job placement;
c) retraining; and
d) other services reasonably necessary to help You return to work.

While You are participating in a plan of vocational rehabilitation approved by Us, Your Monthly Benefit will be increased by a percentage as shown in the Schedule.

Eligibility for vocational rehabilitation services is based on Your education, training, experience and physical/mental capabilities. Before vocational rehabilitation services will be considered:

a) Your Disability must not allow You to perform Your Regular Occupation;
b) You must have the physical and mental capability to complete a rehabilitation program; and
c) there must be reasonable expectation that rehabilitation services will help You return to active employment.

We will develop an Individual Written Rehabilitation Plan (IWRP), which may include input from You, Your Physician and the Policyholder. The IWRP will describe:

a) the vocational rehabilitation goals and services;
b) the responsibilities of Us, You and any third parties associated with the IWRP;
c) the times and dates of the vocational rehabilitation services; and

d) all costs associated with the services.

Either We, Your Physician, or You may initiate consideration for Your participation in vocational rehabilitation. Failure to participate without Good Cause will result in reduction or termination of Disability benefits. Reduction of benefits will be based on Your income potential if You were employed after a vocational rehabilitation program.

We will make the final determination of any vocational rehabilitation services provided, eligibility for participation and any continued benefit payments.

While You are a participant in an IWRP, Monthly Benefits will continue to be payable subject to reduction by Other Income Sources. Eligibility for continued Monthly Benefits will be assessed at the completion of the IWRP.

LIMITATIONS

Alcohol and Drug Abuse and/or Substance Abuse

If You are Disabled and Your Disability is a result of Alcohol or Drug Abuse and/or Substance Abuse, Your benefits will be limited to a total of 24 months while insured under the Policy, unless You are confined as resident inpatient in a Hospital due to Your dependency at the end of that 24-month period. The Monthly Benefit will continue to be paid during such confinement.

If You are still Disabled when You are discharged from a Hospital, the Monthly Benefit will be paid for a recovery period of up to 90 additional days. If You become re-confined as a resident inpatient in a Hospital during the recovery period for at least 14 consecutive days, benefits will be paid for the duration of the subsequent confinements.

Mental Disorder

If You are Disabled and Your Disability is a result of a Mental Disorder, Your benefits will be limited to a total of 24 months while insured under the Policy, unless You are confined as a resident inpatient in a Hospital due to Your Mental Disorder at the end of that 24-month period. The Monthly Benefit will continue to be paid during such confinement.

If You are still Disabled when You are discharged from a Hospital, the Monthly Benefit will be paid for a recovery period of up to 90 additional days. If You become re-confined as a resident inpatient in a Hospital during the recovery period for at least 14 consecutive days, benefits will be paid for the duration of the subsequent confinements.

WHEN DISABILITY BENEFITS END

Benefits will be paid during a period of Disability until the earliest of the day:

a) You are no longer Disabled;
b) You die;
c) on which the Maximum Benefit Period ends as shown in the Schedule;
d) You fail to provide Us satisfactory proof of continuous Disability;
e) You fail to provide Us satisfactory Proof of Earnings;
f) You have been incarcerated or imprisoned for 31 days or longer;
g) You fail to comply with Our request to be examined by a Physician and/or vocational rehabilitation expert of Our choice;
h) You are not under Regular and Appropriate Care and Treatment for the Injury or Sickness that caused the Disability;
i) You are able to return to work with the Policyholder on a part-time or Full-Time basis and do not do so; or
j) We have paid You 12 Monthly Benefit payments, if You reside outside the U.S., its territories or possessions, or Canada. You will be considered to reside outside the U.S., its territories or possessions, or Canada if You have been outside the U.S., its territories or possessions, or Canada for a total of six months or more during any twelve consecutive month period during which You were continuously Disabled.

If You are eligible to receive Disability payments on the day the Policy ends, benefits will continue subject to all other Policy provisions.

PRE-EXISTING CONDITION EXCLUSION

A *Pre-existing Condition* means any Injury or Sickness for which You received medical treatment, advice or consultation, care or services, including diagnostic measures, or had drugs or medicines prescribed or taken in the 3 months prior to the day You become insured under the Policy.

We will not provide benefits for any Disability caused by, attributable to, or resulting from a Pre-existing Condition which begins in the first 12 months after You are continuously insured under the Policy.

EXCLUSIONS

We will not pay benefits for any Disability or loss which:

a) results from an act of declared or undeclared war or armed aggression;
b) results from Your Participation in a Riot or Your commission of or attempt to commit a felony;
c) results, whether You are sane or insane, from:
    1. an intentionally self-inflicted Injury or Sickness; or
    2. attempted suicide;
d) results from Alcohol and Drug Abuse and/or Substance Abuse, except as specifically provided in the Limitations Section;
e) results from a Mental Disorder, except as specifically provided in the Limitations Section;
f) is caused by Alcohol and Drug Abuse and/or Substance Abuse, while You are not being actively supervised by and receiving continuing treatment from a rehabilitation center or designated institution approved for such treatment by an appropriate body in the governing jurisdiction, or if none, by Us;
g) occurs while You are incarcerated or imprisoned for any period exceeding 31 days; or
h) is solely a result of a loss of a professional license, occupational license, or certification.

PREMIUM PAYMENTS

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

OPTIONS FOR PAYMENT OF PREMIUM FOR CONTINUED INSURANCE

When insurance is continued We must receive premium payment when due for insurance to remain effective. Premium payment may be made in the following ways:

a) the Policyholder may pay the premiums; or
b) You may pay premium to the Policyholder who will then submit premium to Us.

Contact the Policyholder to determine which option is available to You.

Payment of premium does not guarantee eligibility for coverage or benefits.

GRACE PERIOD

All premiums for insurance under the Policy must be paid within the grace period. There is a grace period of 31 days for payment of premiums. This means that, except for the initial premium, if premium is not paid on or before the date it is due, the premium must be paid in the 31-day period that follows. We will consider premium to be paid on the date We receive it.

Insurance will stay in force during the grace period, unless You or the Policyholder provides Us with written notice that insurance will terminate during the grace period. If We receive such notice, insurance will terminate on the date requested.

If any premium due is not paid during the grace period, insurance will end on the last day of the grace period. If insurance ends, it may be reinstated as described in the Reinstatement of Insurance provision.

PREMIUM CHANGES

If You request a change in the amount of insurance, the Policyholder will provide You with notice of Your new premium amount upon request.

If there is a change in the amount of the premium for insurance in accordance with the terms of the Policy, the Policyholder will provide You with notice of the change at least 31 days prior to the date of the change.

Premium amounts will change if premium rates under the Policy are changed.

PAYMENT OF CLAIMS

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

HOW TO OBTAIN PLAN BENEFITS FOR DISABILITY OR OTHER LOSS

Forward the completed claim form for Disability or other benefits to:
Benefits Administrator
Creighton University
2500 California Plaza- HR Department
Omaha, Nebraska 68178

You will be responsible for any fees charged by Your Physician for completing a claim form.

CLAIM ASSISTANCE

For assistance with filing a claim or an explanation of how a claim was paid, contact:
Group Disability Management Services
Mutual of Omaha Plaza
Omaha, Nebraska 68175
Call Toll-Free: 1-800-877-5176

PROOF OF DISABILITY

A claim form can be requested from the Plan Administrator, from Us or obtained on Our website. A request for a claim form should be made within 20 days after a Disability occurs or as soon as reasonably possible. If You do not receive a claim form within 15 days of Your request, You can provide a written statement to Us, stating:

a) that You are under the Regular and Appropriate Care and Treatment of a Physician;
b) the appropriate documentation of Your job duties at Your Regular Occupation and Your Basic Monthly Earnings;
c) the date Your Disability began;
d) the cause of your Disability;
e) any restrictions and limitations preventing You from performing Your Regular Occupation; and
f) the name and address of any attending Physician, Hospital or institution where You received treatment.

A completed claim form and other information needed to prove loss must be submitted to Us within 90 days after the end of the Elimination Period.

Failure to furnish such proof within this time period shall not invalidate nor reduce any claim if:

a) it was not reasonably possible to give proof within that 90-day period; and
b) proof is furnished as soon as reasonably possible, but not later than one year after the end of the Elimination Period, unless You or Your beneficiary are not legally capable.

Proof of continued Disability, Regular and Appropriate Care and Treatment of a Physician and any Other Income Sources must be given to Us, upon request. This proof must be received within 45 days of Our request. If it is not, benefits may be denied or suspended.

ADDITIONAL SUPPORTING INFORMATION FOR DISABILITY AND OTHER CLAIMS

We may occasionally require You to be examined by a Physician or vocational rehabilitation expert of Our choice to assist in determining whether benefits are payable. We will pay for these examinations; however, You may be responsible for fees associated with failure to notify the examination office of Your appointment cancellation within the required amount of time specified by the examiner. We may recover this fee by reduction of benefits that are payable. We will not require more than a reasonable number of examinations.

Disability and other benefits will be paid after We receive acceptable proof of loss. Benefits will be paid only if We determine that the claimant is entitled to benefits under the terms of the Policy. We may require supporting information which may include, but is not limited to, the following:

a) clinical records;
b) charts;
c) x-rays;
d) Proof of Earnings; and
e) other diagnostic aids.

MODE OF PAYMENT FOR DISABILITY

Disability benefits will be paid by Us monthly after We receive acceptable proof of Disability. Benefits will be paid to You, except benefits unpaid at Your death may be paid, at Our option, to:

a) Your Eligible Survivor; or
b) Your estate.

REFUND TO US

We have the right to a refund from You or the recipient of benefits of any overpayment of benefits under the Policy, including, without limitation, any overpayment due to:

a) fraud or misrepresentation;
b) any error We make in processing a claim; or
c) Your receipt of Other Income Sources.

You or the recipient of benefits must reimburse Us in full. We will determine the method by which the repayment is to be made, including without limitation, reducing or withholding Your Monthly Benefit or any benefits payable to You under any other disability insurance policy issued by Us. We will credit these payments to the refund until the refund is fully recovered.

We will not withhold any portion of Your Monthly Benefit or any benefits payable under the Policy unless we have in Our files:

a) clear, documented evidence of the overpayment and written authorization from You permitting such withholding procedure; or
b) clear, documented evidence that:
    1. the overpayment was clearly erroneous under the provisions of the Policy and is not the subject of a reasonable dispute of facts;
    2. the error which resulted in the overpayment is not a mistake of law;
    3. We notified You or the recipient of benefits within six months of the date of the error, except that in instances of error prompted by representations or nondisclosures of You or the recipient of benefits, We notified You or the recipient of benefits within 15 days after the date that clear, documented evidence of discovery of such error is included in Our file; and
    4. such notice states clearly the nature of the error, the amount of the overpayment, and that the claim used to correct the first overpayment is made within 3 years after the date of the error.

AUTHORITY TO INTERPRET POLICY

By purchasing the Policy, the Policyholder grants Us the discretion and the final authority to construe and interpret the Policy. This means that We have the authority to decide all questions of eligibility and all questions regarding the amount and payment of any Policy benefits within the terms of the Policy as interpreted by Us. Benefits under the Policy will be paid only if We decide, in Our discretion, that a person is entitled to them. In making any decision, We may rely on the accuracy and completeness of any information furnished by the Policyholder, You or any other third party.

The Policyholder further grants Us the authority to delegate to third parties, including, without limitation, and any third party administrator with whom We have contracted to provide claims administration and other administrative services, the discretionary authority granted in the Policy. The Policyholder expressly grants such third party the full discretionary authority granted to Us under this Policy.

You or Your beneficiary has the right to request a review of Our decision. If, after exercising the Policy's review procedures, You or Your beneficiary's claim for benefits is denied or ignored, in whole or in part, You or Your beneficiary may file suit and a court will review Your or Your beneficiary's eligibility or entitlement to benefits under the Policy.

Policy benefits will be paid only if We determine, in Our discretion, that the claimant is entitled to benefits under the terms of the Policy (see the ERISA Summary Plan Description for additional information included with the Certificate).

CLAIM REVIEW AND APPEAL PROCEDURES

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

DEFINITIONS

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

Adverse Benefit Determination means a denial, reduction, or termination of a benefit or a failure to provide or make payment (in whole or in part) for a benefit. This includes, without limitation, any such denial, reduction or termination of a benefit, or failure to provide or make payment, that is based upon ineligibility for insurance under the Policy.

Claimant means the person who submits a claim for benefits under the Policy, including the authorized representative of such person.

CLAIM REVIEW PROCEDURES

Once We receive information necessary to evaluate the claim, We will make a decision within the time periods set forth below. In the event an extension is necessary due to matters beyond Our control, We will notify the Claimant of the extension and the circumstances requiring the extension.

Except when the Claimant voluntarily agrees to provide Us with additional time, extensions are limited as set forth below. If an extension is necessary due to the Claimant's failure to submit complete information, We will notify the Claimant of the additional information required. Such notice of incomplete information will be sent within the time periods set forth below.

In order for Us to continue processing the claim, the missing information must be provided to Us within the time periods set forth below. The Claimant may contact Us at any time for additional details about the processing of the claim.

INITIAL CLAIM DECISION

The period of time within which a claim decision will be made begins at the time the claim is filed, without regard to whether all the information necessary to make a claim decision accompanies the filing. The applicable time periods are shown below:

a) initial claim decision period: 45 days unless additional information is requested as set forth below;
b) extension period: 30 days; and
c) maximum number of extensions: two.

If additional information is needed, We will notify the Claimant within 10 days of Our receipt of the claim. Once the Claimant receives Our request for additional information, the Claimant will be given no less than 45 days to submit the additional information to Us. We will make Our determination within 15 days of Our receipt of the additional information. If We do not receive the additional information within the specified time period, We will make Our determination based upon the available information.

CLAIM DENIALS

If a request for a claim is denied, in whole or in part, the Claimant will receive notice of the denial, which will include:

a) the specific reason(s) for the denial;
b) reference to the specific Policy provisions on which the denial is based;
c) a description of the appeal procedures and time limits applicable to such procedures, including the right to request an appeal within 180 days and the right to bring a civil action following the appeal process; and
d) any other information which may be required under state or federal laws and regulations.

Additionally, if an internal rule, guideline, protocol or other similar criterion was relied upon in making the Adverse Benefit Determination, the Claimant has the right to request information about such internal rule, guideline, protocol or other similar criterion that was used in making the Adverse Benefit Determination, free of charge.

OPPORTUNITY TO REQUEST AN APPEAL

The Claimant shall have a reasonable opportunity to appeal a claim review decision. As part of the appeal, there will be a full and fair review of the claim review decision.

The Claimant will have no later than 180 days from the Claimant's receipt of notification of Our claim review decision to submit a request for an appeal. The request for an appeal should include:

a) the Claimant's name;
b) the name of the person filing the appeal if different from the Claimant;
c) the Policy number; and
d) the nature of the appeal.

The request for an appeal can be submitted in any manner and should include any additional information that may have been omitted from Our review or that should be considered by Us. The notification regarding Our claim review decision will include instructions on how and where to submit an appeal.

By requesting an appeal, the Claimant has authorized Us, or anyone designated by Us, to review any and all records (including, but not limited to, medical records) which We determine may be relevant to the appeal.

A document, record, or other information will be considered relevant to a claim if it:

a) was relied upon in making the claim decision;
b) was submitted, considered, or generated in the course of making the claim decision, without regard to whether it was relied upon in making the claim decision; or
c) demonstrates compliance with administrative processes and safeguards designed to ensure and verify that claim decisions are made in accordance with the Policy and that, where appropriate, Policy provisions have been applied consistently with respect to similarly situated claimants.

RESPONSE TO APPEALS

We will respond no later than 45 days from Our receipt of the request for an appeal. However, if We determine that an extension is required, We will notify the Claimant in writing of the extension prior to the termination of the initial appeal period. In no event will the extension exceed 45 days from the end of the initial appeal period. The extension notice will indicate the special circumstances requiring the extension and the date by which We expect to render the appeal decision.

When We make Our determination, the Claimant will be provided with:

a) information regarding the decision; and
b) information regarding other internal or external appeal or dispute resolution alternatives, including any required state mandated appeal rights.

The period of time within which an appeal decision is required to be made will begin at the time an appeal is filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing. If a period of time is extended as described above due to the Claimant's failure to submit information necessary to decide a claim, the period for making the appeal decision shall be "tolled" or suspended from the date on which the extension notice is sent until the earlier of (1) the date on which We receive the response; or (2) the date established by Us in the notice of extension for the furnishing of the requested information.

STANDARD PROVISIONS

INSURANCE CONTRACT

The insurance contract consists of:

a) the Policy;
b) the Policyholder's signed application attached to the Policy; and
c) any application signed by You.

Statements in an application are considered representations and not warranties. We will not use any statements in Your application to deny a claim or to contest the validity of this insurance unless We provide You with a copy of that application.

CHANGES IN THE INSURANCE CONTRACT

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time We and the Policyholder both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

a) does not require Your consent; and
b) must be:
    1. in writing;
    2. made a part of the Policy; and
    3. signed by Our authorized representative in Our home office.

A change may affect any class of Employees included in the Policy.

INCONTESTABILITY

We will not use any statements in Your application to contest the validity of this insurance after it has been in-force during Your lifetime for two years.

LEGAL ACTIONS

No legal action can be brought until at least 60 days after We have been given proof of loss. No legal action can be brought more than 3 years after the date proof of loss is required, unless otherwise required by state law in Your state of residence.

GENERAL DEFINITIONS

The following capitalized terms have the meanings assigned in this section. These terms are used throughout this Certificate.

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

Alcohol and Drug Abuse and/or Substance Abuse means any condition or disease, regardless of its cause, listed in the most recent edition of the International Classification of Diseases as an alcohol or drug related condition or disease.

Certificate means this document that describes the benefits, terms, conditions, exclusions and limitations of the insurance provided under the Policy.

Consumer Price Index (CPI-W) means the index for Urban Wage Earners and Clerical Workers published by the U.S. Department of Labor. It measures on a periodic (usually monthly) basis the change in the cost of a typical urban wage earners' and clerical workers' purchase of certain goods and services. If the index is discontinued or changed, We may use another nationally-published index that is comparable to the CPI-W.

Current Earnings means any actual pre-tax monthly income You receive while You are working and eligible to receive a Monthly Benefit, or the pre-tax earnings You could receive if You were working at Your Maximum Capacity. If Your current earnings fluctuate, We may average Your current earnings over the most recent three-month period and continue Your claim provided the average does not exceed the percentage of Basic Monthly Earnings allowed by the Policy. A Monthly Benefit will not be payable for any month during which Your current earnings exceed that percentage.

Deferred Compensation means contributions You make through a salary reduction agreement with Policyholder to a plan or arrangement under the following Internal Revenue Code (IRC) sections or any other plan or arrangement defined as deferred compensation under the IRC:

a) 401(k);
b) 403(b);
c) 408(k); or
d) 457.

Dependent Child means:

a) Your natural born or legally adopted child;
b) Your stepchild or child of Your domestic or civil union partner or equivalent living in Your home; or
c) any other child who lives with You in a regular parent/child relationship and who qualifies as Your "dependent" as defined in the U.S. Internal Revenue Code.

Dependent child does not include:

a) a child who is married, in a domestic partnership, in a civil union partnership or equivalent, as recognized and allowed by federal law, or by state law in a child's state of residence;
b) a child who has been legally adopted by another person; or
c) a child:
    1. temporarily living in Your home;
    2. placed in Your home by a social service agency which retains control over the child; or
    3. who has a natural parent in a position to exercise parental responsibility and control.

Disability and *Disabled* mean that because of an Injury or Sickness, a significant change in Your mental or physical functional capacity has occurred in which:

a) during the Elimination Period, You are prevented from performing at least one of the Material Duties of Your Regular Occupation on a part-time or full-time basis; and
b) after the Elimination Period, You are:
    1. prevented from performing at least one of the Material Duties of Your Regular Occupation on a part-time or full-time basis; and
    2. unable to generate Current Earnings which exceed 99% of Your Basic Monthly Earnings due to that same Injury or Sickness.

After a Monthly Benefit has been paid for 2 years, *Disability* and *Disabled* mean You are unable to perform all of the Material Duties of any Gainful Occupation.

Disability is determined relative to Your ability or inability to work. It is not determined by the availability of a suitable position with the Policyholder.

Eligible Survivor means Your Spouse, if living; otherwise, it means Your Dependent Child under age 26. An eligible survivor must be living at the time of Your death.

Elimination Period means the number of days of Disability which must be satisfied before You are eligible to receive benefits. The elimination period is shown in the Schedule.

Employee means a person who is:

a) a citizen or permanent resident of the United States; or
b) lawfully and legally able to work in the United States pursuant to applicable federal and state laws; and
c) receiving compensation from the Policyholder for work performed for the Policyholder at:
    1. the Policyholder's usual place of business;
    2. an alternative work site at the direction of the Policyholder; or
    3. a location to which the employee must travel to perform the job.

An employee does not include a person:

a) who resides outside the United States for a period in excess of 12 consecutive months unless written approval has been received from Our authorized representative in Our home office;
b) working on a seasonal or temporary basis; or
c) performing services for the Policyholder as an independent contractor, including persons reporting income on a 1099 form or subject to the terms of a leasing agreement between the Policyholder and a leasing organization.

Full-Time means working the required number of hours to be considered a full-time employee of the Policyholder.

Gainful Occupation means an occupation for which You are reasonably fitted by training, education or experience.

Gross Monthly Benefit means Your Monthly Benefit amount before any reduction for Other Income Sources and Current Earnings.

Hospital means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing confinement. A hospital does not include a facility or institution or part of a facility or institution which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house or board and care facilities.

Injury means an accidental bodily injury that requires treatment by a Physician. It must result in loss independently of Sickness and other causes. Disability resulting from an injury must occur while You are insured under the Policy.

Material Duties means the essential tasks, functions, and operations relating to an occupation that cannot be reasonably omitted or modified. In no event will We consider working an average of more than the required Full-Time hours per week in itself to be a part of material duties. One of the material duties of Your Regular Occupation is the ability to work for an employer on a full-time basis.

Maximum Capacity means, based on Your medical restrictions and limitations:

a) during the first 24 months of Disability payments, the greatest extent of work You are able to do in Your Regular Occupation; and
b) after 24 months of Disability payments, the greatest extent of work You are able to do in any occupation that is reasonably available and for which You are reasonably fitted by education, training, or experience.

Maximum Monthly Benefit means the maximum dollar amount of disability benefit You may receive per month as shown in the Schedule.

Medically Necessary means care that is ordered, prescribed, or rendered by a Physician or Hospital, and is determined by Us, or a qualified party or entity selected by Us, to be:

a) provided for the diagnosis or direct treatment of Your Injury or Sickness;
b) appropriate and consistent with the symptoms and findings or diagnosis and treatment of Your Injury or Sickness; and
c) provided in accordance with generally accepted national professional standards and/or medical practice.

Mental Disorder means any condition or disease, regardless of its cause, listed in the most recent edition of the International Classification of Diseases (ICD) and the Diagnostic and Statistical Manual of Mental Disorders (DSM) as a mental disorder. Not included in this definition are conditions or diseases related to Alcohol and Drug Abuse and/or Substance Abuse.

Monthly Benefit means the amount of disability benefit You may receive per month as described in the Schedule.

Our, We, Us means .

Physician means any of the following licensed practitioners:

a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM) or chiropractic (DC);
b) a licensed doctoral clinical psychologist;
c) a Master's level counselor and licensed or certified social worker who is acting under the supervision of a doctor of medicine or a licensed doctoral clinical psychologist;
d) a licensed physician's assistant (PA) or nurse practitioner (NP); or
e) where required by law, any other licensed practitioner of a healing art who is acting within the scope of his/her license.

A physician does not include:

a) a naturopathic doctor;
b) an acupuncturist;
c) a physician in training; or
d) You, Your Spouse, any person who lives with You, a child, brother, sister or parent of You or Your Spouse.

Plan Administrator means the person or entity designated as the plan administrator for the Policyholder's group disability welfare benefit plan.

Policy means the group policy issued to the Policyholder by Us, including this Certificate.

Policy Anniversary means January 1 of each Policy Year.

Policy Effective Date means August 1, 1964.

Policy Year means the period commencing on the Policy Effective Date and ending on the next succeeding Policy Anniversary and, thereafter, each 12-month period commencing on the Policy Anniversary.

Policyholder's Retirement Plan means any Retirement Plan:

a) which is part of any federal, state, county, municipal, or association retirement system; and
b) for which You are eligible as a result of employment with the Policyholder.

Proof of Earnings means:

a) copies of Your U.S. individual income tax returns and business income tax returns, including all forms, schedules and attachments, if applicable;
b) payroll records; and
c) any other records We request.

Regular and Appropriate Care and Treatment means You visit and receive care and treatment from a Physician as frequently as is medically required, to effectively manage and treat Your Injury or Sickness. Such care and treatment must be:

a) Medically Necessary;
b) received from a Physician whose expertise, medical training, and clinical experience are suitable for treating Your Injury or Sickness; and
c) received primarily is to improve Your medical condition and thereby aid in Your ability to return to work.

Regular Occupation means the occupation You are routinely performing when Your Disability begins. Your regular occupation is not limited to Your specific position held with the Policyholder, but will instead be considered to be a similar position or activity based on job descriptions included in the most current edition of the U.S. Department of Labor Dictionary of Occupational Titles (DOT). We have the right to substitute or replace the DOT with another service or other information that We determine to be of comparable purpose, with or without notice. To determine Your regular occupation, We will look at Your occupation as it is normally performed in the national economy, instead of how work tasks are performed for a specific employer, at a specific location, or in a specific area or region.

Retirement Plan means a plan which:

a) provides benefits to You, either in a lump sum or in the form of periodic payments, upon the later of:
    1. early or normal retirement as defined in the plan or under the U.S. Social Security Act; or
    2. disability, if the payment does not reduce the amount of money which would have been paid at the normal retirement age under the plan if the disability had not occurred; and
b) is not funded wholly by Your contributions.

A retirement plan shall not include a profit-sharing plan or a plan such as a 401(k), a thrift plan, an individual retirement account (IRA), a tax sheltered annuity (TSA), a stock ownership plan, or a Deferred Compensation plan.

Sickness means a disease, disorder or condition, including pregnancy, that requires treatment by a Physician. Disability resulting from a sickness must occur while You are insured under the Policy. Sickness does not include elective or cosmetic surgery or procedures, or resulting complications. Sickness includes the donation of an organ in a non-experimental organ transplant procedure.

Spouse means the person to whom You are legally married, or Your domestic partner, civil union partner or equivalent, as recognized and allowed by federal law, or by state law in Your state of residence.

You, Your means the Employee who is insured under the Policy.

ADDITIONAL SUMMARY PLAN DESCRIPTION INFORMATION

The Employee Retirement Income Security Act of 1974 (ERISA) requires that certain information be furnished to eligible participants in an employee benefits plan. The employee benefits plan maintained by the Policyholder shall be referred to herein as the "Plan."

This document, in conjunction with Your Certificate, is Your ERISA Summary Plan Description for the insurance benefits described herein.

Contributions are made solely by the Policyholder. Contributions are based on the amount of insurance premiums necessary to provide Plan coverage.

The benefits under the Plan are fully insured by Us under a group insurance policy issued by Us. Benefits under the Policy are guaranteed to the extent all Policy provisions are met and subject to all terms and conditions of the Policy (including, but not limited to, all exclusions, limitations and exceptions in the Policy). Our home office is located at Mutual of Omaha Plaza, Omaha, NE 68175.

EMPLOYER IDENTIFICATION NUMBER AND PLAN NUMBER

The Employer Identification Number (EIN) is: 47-0376583
The Plan Number is: 501

PLAN ADMINISTRATOR

The Plan is provided through and administered by:

Creighton University
2500 California Plaza- HR Department
Omaha, NE 68178
Phone: (402) 280-1405

AGENT FOR SERVICE OF LEGAL PROCESS

The agent for service of legal process upon the Plan is:

Creighton University
2500 California Plaza- HR Department
Omaha, NE 68178
Phone: (402) 280-1405

PLAN YEAR

Each 12-month period beginning on January 1 is a "plan year" for the purposes of accounting and all reports to the U.S. Department of Labor and other regulatory bodies.

STATEMENT OF ERISA RIGHTS

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

a) Receive Information About Your Plan and Benefits

1. 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.
2. 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.
3. 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.

b) Prudent Actions by Plan Fiduciaries

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

c) Enforce Your Rights

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

Under ERISA, there are steps You can take to enforce the above rights. For instance, if You request 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. If You have a claim for benefits which is denied or ignored, in whole or in part, You may file suit in a state or Federal court. In addition, if You disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, You may file suit in 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, for example, if it finds Your claim is frivolous.

d) Assistance with Your Questions

If You have any questions about Your Plan, You should contact the Plan Administrator. If You have any questions about this statement or about Your rights under ERISA, 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.

PLAN DISCLOSURES

You are entitled to request from the Plan Administrator, without charge, information applicable to the Plan's benefits and procedures. In addition, Your Certificate includes, as applicable, a description of:

a) employee eligibility requirements;
b) when insurance ends;
c) state or federal continuation rights; and
d) claims procedures.

PLAN CHANGES

The persons with authority to change, including the authority to terminate, the Plan on behalf of the Policyholder are the Policyholder's Board of Directors or other governing body, or any person or persons authorized by resolution of the Board or other governing body to take such action. Please refer to the provision in Your Certificate entitled "Changes in the Insurance Contract" for information about how the Policy can be changed. The Policyholder's benefits area is authorized to apply for and accept the Policy and any changes to the Policy on behalf of the Policyholder.

Group Long-Term Disability Benefits

Creighton University

Group Number: G00020W8

Home Office: