(3)

Disability Insurance Plans

Most of us depend on our paychecks to keep our lives running smoothly. What would we do if illness or injury kept us out of work for a long time and those paychecks stopped? It is something we do not like to think about, but it could happen.

Your BENEFlex program offers both Shortand Long-term Disability coverage.

Short-term Disability Plan (Base Plan)

Covers	Employee	
Coverage	Provides benefits for up to two years for disability due to illness or up to five years for disability due to injury	
Cost	See rate schedule, page 7	

Elimination Period (Waiting Period)

means a period of consecutive days of disability for which no benefit is payable. The Elimination Period begins the first day of your disability. Benefits begin the day following the end of the Elimination Period.

The plan provides the following options for your Elimination Period:

- a) 15 consecutive days for disability due to sickness or injury;
- b) 30 consecutive days for disability due to sickness or injury; or
- c) 60 days consecutive days for disability due to sickness or injury

Your Elimination Period would be the option you elect on the most recent Enrollment Form or during the last Annual Enrollment.

Long-term Disability (LTD)

Covers	Employee
Coverage	Provides benefits for disabilities that extend beyond the Base Plan
Cost	See rate schedule, page 7

- You must be enrolled in the Short-term (Base) Plan to enroll in the Long-term (LTD) Plan. Evidence of Insurability satisfactory to Sun Life is required for all late entrants.
- Evidence of Insurability is waived for new benefits-eligible employees who apply within 31 days of date of hire.
- Your LTD election cannot exceed your STD coverage.

Benefits received under the disability plans may be subject to federal income tax and will be integrated with Workers' Compensation.

See page 75 for important income tax considerations.

Who Is Eligible?

All Pinellas County Schools and Pinellas County Education Foundation employees who work 30 hours or more each week (includes job-sharing employees) and who are actively working full time on the date of enrollment are eligible to apply.

Evidence of Insurability is waived for new benefits-eligible employees who apply for coverage within 31 days of the date of hire.

If you decline coverage during your initial enrollment period, subsequent requests for coverage will be subject to medical underwriting.

Your Effective Date

Your coverage will take effect on the first of the month following 60 days in an eligible status. If Evidence of Insurability is required, your new coverage will take effect on the first of the following month of the approved effective date after the insurance company approves your application. If you are not actively at work on the date your coverage is to take effect, you will not become insured until the date you return to full-time, active duty.

Disability Benefits During Pregnancy

The plan provides coverage for a disability period up to six weeks post-partum for an uncomplicated pregnancy, and up to eight weeks post-partum for a cesarean delivery, providing that certification of disability is submitted by the attending physician. Benefits are subject to a waiting/elimination period. This elimination period may apply if the employee is pregnant prior to the effective date of the plan.

An application for disability benefits prior to the actual delivery date requires review of medical documentation to determine if benefits are payable under the plan.

Please note: To be eligible for benefits under the plan, you must meet the plan definition of disability and all other provisions of the plan, including pre-existing conditions, when applicable. Benefits are subject to an Elimination Period.

Disability Insurance Plans Short-term Disability Plan (Base Plan)



Eligibility

Eligible employees who work at least 30 hours per week (including job sharing) and who are actively working full time on the date of enrollment are eligible to apply. Monthly benefits range from \$400 to \$5,000 per month.

A. Accident Insurance Benefit

Payable for disability resulting from a covered accident starting after the applicable waiting period not to exceed 60 months for any one period of disability.

B. Sickness Insurance Benefit

Payable for disabilities resulting from a covered sickness starting after the applicable waiting period and continuing for a period of time not to exceed 24 months for any one period of disability.

These benefits will also be paid for those days of the waiting period that you are confined in a lawfully operated hospital.

C. Increased When Hospitalized

Payable for disabilities for no more than two months for any one continuous period of disability while confined to any lawfully operated hospital; i.e., the monthly benefits otherwise payable are doubled.

D. Nondisabling Injury Benefit: \$100

A benefit will be paid in the amount of the actual charge made by the doctor for medical treatment required and received within 48 hours after any accident that does not cause disability, not to exceed \$100 for any one accident.

E. Accidental Death and Dismemberment Benefits

Payable in the event of loss through accidental bodily injury of both hands, both feet, the sight of both eyes, loss of any two such members, or loss of life. One-half the benefit selected is payable for the loss of a hand, a foot, or the sight of an eye.

The Accidental Death & Dismemberment benefit is doubled if the loss occurs while you are in or on public transportation as a passenger.

The Accidental Death & Dismemberment benefit increases 10% of the original amount each year for five years, provided your coverage is continuously in force and premium is paid when due.

The Accidental Death & Dismemberment benefit is payable only for loss that occurs within 90 days of the date of the accident unless state statutes require otherwise. Losses due to suicide or attempted suicide and losses due to intentional, self-inflicted injuries are not covered. If more than one specified loss results from any one accident, only the specified total loss for the largest amount will be paid. The Accidental Death & Dismemberment benefit is paid in addition to the disability benefit that may be payable.

Base Plan Schedule of Benefits

You may select one of the benefit levels outlined below, provided the Monthly Disability Benefit does not exceed 662/3% of your regular monthly salary.*

	, ,	0	, ,
If Your Annual Base Salary Is at Least	You are Eligible for a Maximum Disability Benefit	Total Monthly Benefit When Hospitalized	Accidental Death & Dismember- ment Benefit
\$ 7,200	\$ 400	\$ 800	\$ 4,000
10,800	600	1,200	6,000
14,400	800	1,600	8,000
18,000	1,000	2,000	10,000
21,600	1,200	2,400	12,000
25,200	1,400	2,800	14,000
28,800	1,600	3,200	16,000
32,400	1,800	3,600	18,000
37,800	2,100	4,200	21,000
43,200	2,400	4,800	24,000
48,600	2,700	5,400	27,000
54,000	3,000	6,000	30,000
63,000	3,500	7,000	35,000
72,000	4,000	8,000	40,000
81,000	4,500	9,000	45,000
90,000	5,000	10,000	50,000

Your monthly benefit may be reduced by other income benefits and disability earnings.

Disability Insurance Plans Short-term Disability Plan (Base Plan)

F. Integration with Other Income Benefits

If you are entitled to Short-term Disability benefits under this plan and you have the right to benefits under any Workers' Compensation law or similar law, the disability benefits payable under this policy will be reduced by the amount of benefits received from any Workers' Compensation or similar law. In no event will the monthly disability benefits under this policy be reduced to less than 25% of the amount of the benefit otherwise payable.

G. Pre-Existing Conditions Exclusion

Benefits will not be paid at any time for a period of disability occurring in the first 12 months that your insurance or an increased benefit amount is in effect, if that disability was caused or contributed by an accidental injury or sickness for which you did any of the following in the six months before your insurance became effective:

- a. Received medical treatment
- b. Took prescribed drugs
- c. Consulted a doctor

Definition of Disability:

Total Disability

- a. You are considered totally disabled if you are unable to perform the material and substantial duties of your regular occupation.
- **b.** If school is not in session: You would be unable to perform the material and substantial duties of your regular occupation if school were in session; or
- c. If on a Leave of Absence: You would be unable to perform the material and substantial duties of your regular occupation if you were required to work; and
- **d.** You are under the regular care of a doctor.

Partial Disability

You are considered partially disabled if, due to your sickness or injury, you are:

- a. Able to perform one or more, but not all, of the material and substantial duties of your regular occupation or any occupation for which you are or become fitted by education, training, and experience on a full-time or a part-time basis; or
- **b.** Able to perform all of the material and substantial duties of your regular occupation or any occupation for which you are or become fitted by education, training, and experience on a part-time basis; and
- **c.** Under the regular care of a doctor; and
- **d.** Earning less than 80% of your monthly salary.

Disability Benefits During Pregnancy

The plan provides coverage for a disability period up to six weeks postpartum for an uncomplicated pregnancy, and up to eight weeks postpartum for a cesarean delivery, providing that certification of disability is submitted by the attending physician. Benefits are subject to a waiting/elimination period. A pregnancy that began prior to the effective date of the plan will not be covered.

Disability Insurance Plans Long-term Disability Plan (LTD)



If you enroll in the **Short-term Disability Plan (Base Plan)** you may also enroll in the **Long-term Disability Plan (LTD)**.

Long-term Disability Insurance Benefits

The monthly benefits (adjusted as described in "Limitations, Exceptions, Reductions, and Other Important Information," pages 76–77) for the Long-term Disability Plan are payable starting after the benefits of the Base Plan have expired, but in no event prior to five years of accident disability or two years of sickness disability. The adjusted monthly benefit will continue to be payable for disability for the longest of the following benefit periods: (a) to age 65, (b) until payment under the Base Plan and the Long-term Disability Plan totals four years, but not beyond age 70, or at least (c) one year under the Long-term Disability Plan.

Total Disability

You are considered to be totally disabled if you are under the regular care of a doctor and you are unable to perform the duties of any occupation for which you are reasonably fitted by education or experience.

Long-term Disability Plan Schedule of Benefits

Your benefit level may not exceed 66²/₃% of your regular monthly salary. Additionally the LTD level selected may not exceed the level you selected under the Base Plan.*

If your annual base salary is at least	Accident and Sickness Monthly Disability Benefit**
\$ 7,200	\$ 400
10,800	600
14,400	800
18,000	1,000
21,600	1,200
25,200	1,400
28,800	1,600
32,400	1,800
37,800	2,100
43,200	2,400
48,600	2,700
54,000	3,000
63,000	3,500
72,000	4,000
81,000	4,500
90,000	5,000

- Your monthly benefit may be reduced by other income benefits or disability earnings.
- ** Evidence of Insurability is waived for new benefits-eligible employees who apply within 31 days of coverage. Your LTD election cannot exceed your STD coverage.

Income Tax Consideration

When you enroll in Short- or Long-term Disability, your payroll deductions are automatically deducted on a pre-tax basis, along with all of your other benefit deductions (except Optional Life Insurance). This means that any disability benefit you receive will be subject to federal income taxes unless you elect to have your premiums deducted on an after-tax basis, in which case all your payroll deductions for all benefits will be taken on an after-tax basis.



Disability Insurance Plans

Limitations, Exceptions, Reductions, and Other Important Information

Integration of Benefits

Monthly benefits under this plan shall be **reduced** by the following income sources:

- a. Any group disability insurance plan
- b. Social Security (including Primary and Dependents benefits)
- c. State Teachers' Retirement or Disability Plan
- d. Workers' Compensation or similar laws
- e. Any other program providing disability or retirement benefits

The insurance company will offset against any of these benefits that you are entitled to receive whether or not you applied for them. However, the benefits under this plan will not be reduced to less than 25% of the amount of the benefit otherwise payable.

If the Social Security Act is amended to increase the Old Age, Survivors, and Disability Insurance Benefits while you are receiving monthly benefits under this plan, the amount of the increase will be disregarded in computing the benefit payable under this plan during your current period of disability.

Accident Defined

The term "accident" means bodily injury, caused by an accident, which in and of itself results in a disability within 90 days. Benefits will be payable only if the injury occurs while this insurance is in effect.

Sickness Defined

The term "sickness" means any cause of disability not excluded under "Important Information" that does not qualify as an accident. Sickness also includes pregnancy, childbirth, abortion, and related medical conditions

Medical Treatment

To be eligible for benefits you must receive regular, personal medical treatment from a licensed physician.

Monthly Salary Defined

For the purpose of determining the percentage of salary limitation, monthly salary shall be annual salary from the Board of Education divided by 12. Daily benefits are computed by dividing the monthly benefit by 30.

Mental or Emotional Disorder Defined

Disability benefits due to a mental or emotional disease or disorder of any kind will be limited to a period not to exceed two years. Thereafter, benefits will be payable during a continuance of any such disability only when you are confined in a hospital or other institution qualified to provide care and treatment for such disability. When so confined for at least 14 consecutive days, the disability benefit will again be payable during the further continuance of total disability for a maximum of 90 days after termination of such confinement.

What Is Not Covered

This insurance does not cover any loss caused by suicide or attempted suicide, disabilities resulting from alcoholism or drug abuse, intentionally self-inflicted injuries, or war or acts of war, whether declared or undeclared.

Benefits will not be paid at any time for a period of disability occurring in the first 12 months that your insurance or an increased benefit amount is in effect, if that disability was caused or contributed by an accidental injury or sickness for which you did any of the following in the six months before your insurance became effective:

- a. Received medical treatment
- b. Took prescribed drugs
- c. Consulted a doctor

If you cease to be insured, we will, at your request, return any unearned premium to you.

Disability Insurance Plans



Additional Benefits (Applies to Base, HIP, and LTD Plans)

Waiver of Premium

Under the Base Plan, if you are disabled and entitled to payment of benefits under the plan for three consecutive months, your premium, which becomes due during the remaining compensable period of disability, will be waived. Waiver of premium will cease on the earlier of (1) the date disability ceases, or (2) the date the maximum benefit period has expired. Premium for HIP and LTD Plans will be waived simultaneously with premium for the Base Plan. After waiver of premium ceases; you may continue your insurance by resuming payments on the first premium due date on or after you return to work.

Return to Duty Provision (Base and LTD)

Under the Base Plan and LTD Plan, if following a period of disability, you return to full-time, active duty for six consecutive months or more, any subsequent disability will be treated as a new disability even if the subsequent disability results from the same cause.

Leaves of Absence

Your insurance under the Base Plan, HIP, and LTD Plan may be continued for up to two years during a Board-approved leave of absence, such as:

- a. Travel or study
- b. Parental leave (for the birth or adoption of your child) or family leave (for the required care of your child, parent, spouse, or sibling) or for the duration of any leave of absence granted by your employer as required by the Family Medical and Leave Act of 1993 or similar state laws.

You must continue premium payments except when the waiver of premium provision applies.

Successive Period Interval (HIP)

Successive periods of hospital confinement for the same cause must be separated by at least 90 days or they will be considered one period of confinement.

Sun Life Employee Benefits Insurance Company

Underwritten by Union Security Insurance Company

For claims service, contact:

Disability RMS • Claims One Riverfront Plaza Westbrook, ME 04092-9700 **866-376-9478** On-site Representative: 727-588-6444

The outline of this coverage is only a summary of the details of the policy. Reference must be made to the policy for the actual contractual provisions.