

# PEBB Long Term Disability Plan

Revised January 1, 2023



377661-B

# **STANDARD INSURANCE COMPANY**

A Stock Life Insurance Company  
900 SW Fifth Avenue  
Portland, Oregon 97204-1282  
(503) 321-7000

## **CERTIFICATE**

### **GROUP LONG TERM DISABILITY INSURANCE**

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Policyholder:	Washington State Health Care Authority
Policy Number:	377661-B
Effective Date:	July 1, 1992 and as amended

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A Group Policy has been issued to the Policyholder. We certify that you will be insured as provided by the terms of the Group Policy. If your coverage is changed by an amendment to the Group Policy, we will provide the Policyholder with a revised Certificate or other notice to be given to you.

Possession of this Certificate does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this Certificate.

"We", "us" and "our" mean Standard Insurance Company. "You" and "your" mean the Member. All other defined terms appear with the initial letter capitalized. Section headings, and references to them, appear in boldface type.

President and CEO

GC190-LTD

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- a. Insurance under the Default Plan, if you Declined Insurance under the Default Plan and later apply for the Default Plan more than 31 days after you became eligible.
- b. Insurance under the Buy Down Plan, if you Declined Insurance under the Default Plan and Buy Down Plan and later apply for the Buy Down Plan more than 31 days after you became eligible.
- c. Reinstatements when applicable for Employee-Paid Insurance. See the **Reinstatement Of Insurance** section for additional information.

## SCHEDULE OF INSURANCE

**Your Employer will automatically enroll you for the Default Plan. Premiums will be deducted from your earnings and remitted to us. At any time you may elect to not participate by Declining Insurance under the Default Plan.**

**If you Decline Insurance under the Default Plan, you may instead be insured under the Buy Down Plan. The Buy Down Plan requires premium contributions from you.**

**If you also Decline Insurance under the Buy Down Plan, you will automatically be insured for Employer-Paid Insurance. Your Employer will pay premium for Employer-Paid Insurance.**

**You will automatically be insured under Employer-Paid Insurance if you Decline Insurance under the Default Plan and Buy Down Plan.**

**Your Employer will pay premium for the first \$400 of Predisability Earnings while you are insured under the Default Plan or Buy Down.**

Amount of Benefit:

Employer-Paid:

LTD Benefit:	60% of the first \$400 of your Predisability Earnings, reduced by Deductible Income.
Maximum:	\$240 before reduction by Deductible Income.
Minimum:	\$100 or 10% of your LTD Benefit before reduction by Deductible Income, whichever is greater.

Employee-Paid:

LTD Benefit

- Default Plan (60% coverage):	60% of the first \$16,667 of your Predisability Earnings, reduced by Deductible Income.
- Buy Down Plan (50% coverage):	50% of the first \$16,667 of your Predisability Earnings, reduced by Deductible Income.

Maximum:

- Default Plan:	\$10,000 before reduction by Deductible Income.
- Buy Down Plan:	\$8,333 before reduction by Deductible Income.

Minimum:

\$100 or 10% of your LTD Benefit before reduction by Deductible Income, whichever is greater.

Retirement Supplement Benefit

For a PERS 1 Member with at least 5 years of employment with the Employer and whose disability qualifies under PERS as a duty disability:

1% of the first \$10,000 of your Predisability Earnings times the Qualifying Years Of Disability, not to exceed 30% of the first \$10,000 of your Predisability Earnings.

For any other Member with at least 5 years of employment with the Employer who is covered under any plan sponsored by the Employer except a higher education retirement plan:

2% of the first \$10,000 of your Predisability Earnings times the Qualifying Years Of Disability, not to exceed 60% of the first \$10,000 of your Predisability Earnings.

For a Member with less than 5 years of employment with the Employer:

None

However, no benefit will be payable if the monthly benefit amount would be less than \$100 or 10% of your LTD Benefit before reduction by Deductible Income, whichever is greater.

Retirement Supplement Benefits are not payable until after serving the Retirement Supplement Deferment Period, which is the scheduled Maximum Benefit Period for LTD Benefits when you become Disabled. No Retirement Supplement Benefits will be payable during any period that LTD Benefits are payable.

Qualifying Years Of Disability means the number of years, including fractional parts (complete calendar months) of any year, for which Employee-Paid LTD Benefits were paid.

After the Retirement Supplement Deferment Period has been served, Retirement Supplement Benefits are payable for your lifetime.

Higher Education Retirement Plan Contribution Benefit:

The amount payable on your behalf is the sum of:

1. The contribution you were required to make to your Employer's mandatory higher education retirement plan as of the date you became disabled, and
2. The contribution made by your Employer to its mandatory higher education retirement plan.

In no case will the benefit exceed 15% of the first \$10,000 of your monthly Predisability Earnings.

The amount payable is in addition to any Employee-Paid LTD Benefits payable. No Higher Education Retirement Plan Contribution Benefit is payable if no Employee-Paid LTD Benefits are payable.

Benefit Waiting Period:

LTD Benefits:

The longest of the following:

- a) 90 days;
- b) The entire period of sick leave (excluding shared leave) for which the employee is eligible;

- c) The Fractionated Period of Paid Time Off (PTO) for which the employee is eligible, if your Employer has a PTO Plan, as those terms are defined in the policy;
- d) The entire period of other non-vacation salaried continuation leave for which the employee is eligible; or
- e) The end of Washington Paid Family and Medical Leave Law for which the employee is receiving benefits.

PTO Plan means an arrangement that provides paid time off benefits under a single type of leave for all purposes.

Fractionated Period Of Paid Time Off means 50% paid time off available to you under a PTO Plan.

Maximum Benefit Period:

LTD Benefits:	Determined by your age when Disability begins, as follows:
Age	Maximum Benefit Period
61 or younger .....	To age 65, or to SSNRA, or 3 years 6 months, whichever is longest.
62 .....	To SSNRA, or 3 years 6 months, whichever is longer.
63 .....	To SSNRA, or 3 years, whichever is longer.
64 .....	To SSNRA, or 2 years 6 months, whichever is longer.
65 .....	2 years
66 .....	1 year 9 months
67 .....	1 year 6 months
68 .....	1 year 3 months
69 or older .....	1 year

Social Security Normal Retirement Age (SSNRA) means your normal retirement age under the Federal Social Security Act, as amended.

Retirement Supplement Benefit: To the date of your death. The Maximum Benefit Period begins at the end of the Retirement Supplement Deferment Period.

Higher Education Retirement Plan Contribution Benefit: Your Maximum Benefit Period for LTD Benefits.

### DISABILITY PROVISIONS

Own Occupation Period:	The first 24 months for which LTD Benefits are paid.
Any Occupation Period:	From the end of the Own Occupation Period to the end of the Maximum Benefit Period.
Partial Disability:	Covered
Own Occupation Income Level:	80% of your Indexed Predisability Earnings.
Any Occupation Income Level:	60% of your Indexed Predisability Earnings.

See **Definition of Disability** for more information.

### DEDUCTIBLE INCOME

Social Security Offset:	Full offset
Salary Continuation Offset:	See <b>Deductible Income</b> .



See **Deductible Income** for this and other Deductible Income.

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#### OTHER PROVISIONS

Survivors Benefit Amount:	A lump sum equal to 3 times your monthly LTD Benefit without reduction by Deductible Income.
COLA Benefit:	Yes, the Group Policy contains a cost of living adjustment provision.
Continuity of Coverage:	Yes
Predisability Earnings based on:	Earnings in effect on your last full day of Active Work.

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#### PREMIUM CONTRIBUTIONS

Employer-Paid Insurance:	Contributions from Members for insurance are not required except while on approved educational leave or USERRA leave (leave for service in the uniformed services as defined in the Uniformed Services Employment and Reemployment Rights Act).
Employee-Paid Insurance:	Contributions from Members are required.

## INSURING CLAUSE

If you become Disabled while insured under the Group Policy, we will pay LTD Benefits according to the terms of the Group Policy after we receive satisfactory Proof Of Loss.

LT.IC.01

### DEFINITION OF DISABILITY

You are Disabled if you meet one of the following definitions:

#### A. Own Occupation Definition Of Disability

During the Benefit Waiting Period and the first 24 months for which LTD Benefits are paid (Own Occupation Period), you are required to be Disabled only from your Own Occupation.

You are Disabled from your Own Occupation if, as a result of Sickness, Injury or Pregnancy, you are unable to perform with reasonable continuity the Material Duties of your Own Occupation.

#### B. Any Occupation Definition Of Disability

From the end of the Own Occupation Period to the end of the Maximum Benefit Period (Any Occupation Period), you are required to be Disabled from all occupations.

You are Disabled from all occupations if, as a result of Sickness, Injury or Pregnancy, you are unable to perform with reasonable continuity the Material Duties of any gainful occupation for which you are reasonably able through education, training, and experience

#### C. Partial Disability Definition

1. During the Benefit Waiting Period and the Own Occupation Period, you are Partially Disabled if you are working in your Own Occupation but, as a result of Sickness, Injury or Pregnancy, you are unable to earn more than the Own Occupation Income Level (80% of Indexed Predisability Earnings).

2. During the Any Occupation Period, you are Partially Disabled if you are working in an occupation but, as a result of Sickness, Injury or Pregnancy, you are unable to earn more than the Any Occupation Income Level (60% of Indexed Predisability Earnings) in that occupation and in all other occupations for which you are reasonably suited under the Any Occupation Definition of Disability.

You may work in another occupation while you meet the Own Occupation Definition of Disability. If you are Disabled from your Own Occupation, there is no limit on your Work Earnings in another occupation.

Your Work Earnings may be Deductible Income. See **Return To Work Incentive** and **Deductible Income**.

Own Occupation means any employment, business, trade, profession, calling or vocation that involves Material Duties of the same general character as your regular and ordinary employment with your Employer. Your Own Occupation is not limited to your job with your Employer.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation.

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### RETURN TO WORK INCENTIVE

#### A. During The Benefit Waiting Period

You may serve your Benefit Waiting Period while working, if you meet either the Own Occupation Definition of Disability or the Partial Disability Definition.

## B. After The Benefit Waiting Period

You are eligible for the Return to Work Incentive on the first day you work after the Benefit Waiting Period if LTD Benefits are payable on that date. The Return To Work Incentive changes 12 months after that date, as follows:

1. During the first 12 months, your Work Earnings will be Deductible Income as determined below:
  - a. Determine the amount of your LTD Benefit as if there were no Deductible Income, and add your Work Earnings to that amount.
  - b. Determine 100% of your Indexed Predisability Earnings.
  - c. If a. is greater than b., the difference will be Deductible Income.
2. After those first 12 months, one half of your Work Earnings will be Deductible Income.

Work Earnings means your gross monthly earnings from work you perform while Disabled, including earnings from your Employer, any other employer, or self-employment.

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## **REASONABLE ACCOMMODATION EXPENSE BENEFIT**

If you return to work in any occupation for any employer, not including self-employment, as a result of a reasonable accommodation made by such employer, we will pay that employer a Reasonable Accommodation Expense Benefit of up to \$25,000, but not to exceed the expenses incurred.

The Reasonable Accommodation Expense Benefit is payable only if the reasonable accommodation is approved by us in writing prior to its implementation.

## **REHABILITATION PLAN PROVISION**

While you are Disabled you may qualify to participate in a Rehabilitation Plan. Rehabilitation Plan means a written plan, program or course of vocational training or education that is intended to prepare you to return to work.

To participate in a Rehabilitation Plan you must apply on our forms or in a letter to us. The terms, conditions and objectives of the plan must be accepted by you and approved by us in advance. We have the sole discretion to approve your Rehabilitation Plan.

While you are participating in an approved Rehabilitation Plan, your LTD Benefit will be increased by 10% of your Predisability Earnings. Your LTD Benefit may not exceed the Maximum LTD Benefit shown in the **Coverage Outline** as a result of this increase.

An approved Rehabilitation Plan may include our payment of some or all of the expenses you incur in connection with the plan, including:

- a. Training and education expenses.
- b. Family care expenses.
- c. Job-related expenses.
- d. Job search expenses.

## **TEMPORARY RECOVERY**

You may temporarily recover from your Disability, and then become Disabled again from the same cause or causes, without having to serve a new Benefit Waiting Period. Temporary Recovery means you cease to be Disabled for no longer than the applicable Allowable Period.

A. Allowable Periods

1. During the Benefit Waiting Period: a total of 90 days of recovery.
2. During the Maximum Benefit Period: 180 days for each period of recovery.

B. Effect Of Temporary Recovery

If your Temporary Recovery does not exceed the Allowable Periods, 1 through 5 below will apply.

1. The Predisability Earnings used to determine your LTD Benefit will not change.
2. The period of Temporary Recovery will not count toward your Benefit Waiting Period, your Maximum Benefit Period or your Own Occupation Period.
3. No LTD Benefits will be payable for the period of Temporary Recovery.
4. No LTD Benefits will be payable after benefits become payable to you under any other group long term disability insurance policy under which you become insured during your period of Temporary Recovery.
5. Except as stated above, the provisions of the Group Policy will be applied as if there had been no interruption of your Disability.

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### **WHEN LTD BENEFITS END**

Your LTD Benefits end automatically on the earliest of 1 through 4 below.

1. The date you are no longer Disabled.
2. The date your Maximum Benefit Period ends.
3. The date you die.
4. The date benefits become payable under any other group long term disability insurance policy under which you become insured during a period of Temporary Recovery.

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### **PREDISABILITY EARNINGS**

Your Predisability Earnings will be based on your earnings in effect on your last full day of Active Work unless a different date applies (see the **Coverage Outline**). Any subsequent change in your earnings will not affect your Predisability Earnings.

For employees whose work hours are reduced due to the State of Washington's mandated furlough program: Your Predisability Earnings will be based on your monthly base rate of pay that would have been in effect on your last full day of Active Work if your work hours had not been reduced under the Furlough program. Any subsequent change in your base rate of pay after your last full day of Active Work will not affect your Predisability Earnings.

Predisability Earnings means your monthly rate of earnings from your Employer, including:

1. Contributions you make through a salary reduction agreement with your Employer to:
  - a. An Internal Revenue Code (IRC) Section 401(k), 403(b), or 457 deferred compensation arrangement; or
  - b. An executive nonqualified deferred compensation arrangement.
2. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

3. Any public funds paid to you as a grant, subsidy or contract for a research project or other work you perform.

Predisability Earnings does not include:

1. Bonuses.
2. Shift differential pay.
3. Standby pay.
4. Commissions.
5. Optional stipends.
6. Overtime pay.
7. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
8. Any other extra compensation.

If you are paid on an annual contract basis or have an understanding of continued full-time employment, your monthly rate of earnings is one-twelfth (1/12th) of your annual salary (including position stipends).

If you are a full-time hourly paid Member, your monthly rate of earnings is your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month, but not more than 173 hours.

If you are a part-time faculty Member, your monthly rate of earnings is your average monthly earnings during the preceding 12 calendar months (or during the period of your employment as a part-time Member if less than 12 months).

If you are any other salaried part-time Member or full-time Member, your monthly rate of earnings is your monthly wage or salary (including position stipends) times the number of months you are regularly scheduled to work per year, divided by 12.

If you are any other hourly paid part-time Member or an intermittent Member, your monthly rate of earnings is your current hourly pay rate times the average number of hours per month for which you were compensated by the Employer during the previous 12 months (or during the period of your coverage under the Group Policy if less than 12 months).

If you are a commissioner of a P.U.D., your monthly rate of earnings is 1/12th of your annual compensation (including your percentage of P.U.D. revenue).

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## **DEDUCTIBLE INCOME**

Subject to **Exceptions To Deductible Income**, Deductible Income means:

1. The following amounts you receive from your Employer:
  - a. If your Employer does not have a PTO Plan, any sick pay, shared leave, annual or personal leave pay, severance pay, or non-vacation salary continuation, including donated amounts;
  - b. If your Employer has a PTO Plan, your Fractionated Period Of Paid Time Off.

2. Your Work Earnings, as described in the **Return To Work Incentive**.
3. Any amount you receive or are eligible to receive because of your disability under any workers' compensation law or similar law, including amounts for partial or total disability, whether permanent, temporary, or vocational.
4. Any amount you, your Spouse, or your children under age 18 receive or are eligible to receive because of your disability or retirement under:
  - a. The Federal Social Security Act;
  - b. The Canada Pension Plan;
  - c. The Quebec Pension Plan; or
  - d. Any similar plan or act.

Both the primary benefit (the benefit awarded to you) and dependents benefits are Deductible Income. Benefits your Spouse or children receive or are eligible to receive because of your disability are Deductible Income regardless of marital status, custody, or place of residence.

5. Any amount you receive or are eligible to receive because of your disability under any state disability income benefit law or similar law.
6. Amounts you receive or are eligible to receive because of your disability under any other group disability insurance coverage, as determined below:
  - a. Determine the amount of your LTD Benefit as if there were no Deductible Income, and add your group disability insurance benefits to that amount.
  - b. Determine 60% of the first \$10,000 of your total monthly earnings from all employment plus 40% of the remainder of your total monthly earnings from all employment.
  - c. If a. is greater than b., the difference will be Deductible Income.
7. Your Deductible Income from your Employer's retirement plan, as described in the **Retirement Plan Offset (RPO)** section.
8. Any amount you receive by compromise, settlement, or other method as a result of a claim for any of the above, whether disputed or undisputed.
9. Any long term disability benefits paid to you under the SEBB Policy issued by us.

LT.DI.02X

## **EXCEPTIONS TO DEDUCTIBLE INCOME**

Deductible Income does not include:

1. Any cost of living increase in any Deductible Income other than Work Earnings, if the increase becomes effective while you are Disabled and while you are eligible for the Deductible Income.
2. Reimbursement for hospital, medical, or surgical expense.
3. Reasonable attorneys fees incurred in connection with a claim for Deductible Income.
4. Benefits from any individual disability insurance policy.
5. Early retirement benefits under the Federal Social Security Act which are not actually received.
6. Group credit or mortgage disability insurance benefits.
7. Accelerated benefits paid under a life insurance policy.
8. Benefits from a through h below:
  - a. Profit sharing plan.

- b. Thrift or savings plan.
  - c. Deferred compensation plan.
  - d. Plan under IRC Section 401(k) or 457.
  - e. Individual Retirement Account (IRA).
  - f. Tax Sheltered Annuity (TSA) under IRC Section 403(b).
  - g. Stock ownership plan.
  - h. Keogh (HR-10) plan.
9. Vacation pay (annual leave).
10. Military retirement or disability benefits.

LT.ED.02X

## **RULES FOR DEDUCTIBLE INCOME**

### A. Monthly Equivalents

Each month we will determine your LTD Benefit using the Deductible Income for the same monthly period, even if you actually receive the Deductible Income in another month.

If you are paid Deductible Income in a lump sum or by a method other than monthly, we will determine your LTD Benefit using a prorated amount. We will use the period of time to which the Deductible Income applies. If no period of time is stated, we will use a reasonable one.

### B. Your Duty To Pursue Deductible Income

You must pursue Deductible Income for which you may be eligible. We may ask for written documentation of your pursuit of Deductible Income. You must provide it within 60 days after we mail you our request. Otherwise, we may reduce your LTD Benefits by the amount we estimate you would be eligible to receive upon proper pursuit of the Deductible Income.

### C. Pending Deductible Income

We will not deduct pending Deductible Income until it becomes payable. You must notify us of the amount of the Deductible Income when it is approved. You must repay us for the resulting overpayment of your claim.

### D. Overpayment Of Claim

We will notify you of the amount of any overpayment of your claim under any group disability insurance policy issued by us. You must immediately repay us. You will not receive any LTD Benefits until we have been repaid in full. In the meantime, any LTD Benefits paid, including the Minimum LTD Benefit, will be applied to reduce the amount of the overpayment. We may charge you interest at the legal rate for any overpayment which is not repaid within 30 days after we first mail you notice of the amount of the overpayment.

LT.RU.01X

## **RETIREMENT PLAN OFFSET (RPO)**

### A. Deductible Income

Subject to the RPO Exceptions and in accordance with the RPO Rules below, Your Deductible Income from your Employer's retirement plan will be determined as follows:

1. If you receive a benefit, refund, withdrawal, or distribution from your Employer's retirement plan, your Deductible Income will be the amount you receive.

2. If you do not receive a benefit, refund, withdrawal, or distribution from your Employer's retirement plan, your Deductible Income will be:
  - a. the retirement income benefit option that comes closest to providing you a monthly income for life with no survivor's benefit, which
  - b. you are eligible to receive, or would have been eligible to receive had timely application been made.

Your Employer's retirement plan includes any retirement plan established, maintained or participated in by your Employer and to which you or your Employer make contributions, including a public employee retirement system, a state teacher retirement system, and a plan arranged and maintained by a union or employee association for the benefit of its members.

#### B. RPO Exceptions

Deductible Income from your Employer's retirement plan does not include the amounts below.

1. The portion of any service retirement benefit you receive which is attributable to your contributions to the plan.
2. Any service retirement benefit you are eligible to receive before age 62 (or normal retirement age under the plan if later), but which you do not receive before such age.
3. Any lump sum refund, withdrawal or distribution of your contributions and earnings you receive because you are not vested under the plan.
4. A lump sum payment or monthly annuity from a state teachers retirement system or public employees retirement system if the Department of Retirement Systems offered you a choice between a lump sum actuarially equivalent payment and the ongoing monthly payment.
5. PERS 2 and PERS 3 disability retirement benefits for which you are eligible, but you elect not to receive.

#### C. RPO Rules.

1. You will be considered eligible to receive disability benefits from your Employer's retirement plan unless you provide satisfactory written proof that you made timely application for such benefits and were denied or that a timely application would have been denied if you had applied.
2. If we cannot determine from your Employer's retirement plan the amount of disability benefit or retirement benefit you are or would have been eligible to receive, we will determine your Deductible Income using a lifetime monthly annuity amount, with no survivor income. The annuity will be based on total plan contributions made by you or on your behalf, including your Employer's contributions and roll-over contributions, plus earnings, and on the life expectancy of a person your age on the following dates:
  - a. With respect to a disability benefit, the date you first become eligible for a disability benefit;
  - b. With respect to a retirement benefit, the date you first become eligible for a retirement benefit;
  - c. The date LTD Benefits become payable, if we cannot determine the date in a or b.
3. If you receive a lump sum refund, withdrawal or distribution of contributions and earnings from your Employer's retirement plan, we will determine your Deductible Income using a lifetime monthly annuity amount, with no survivor income. The annuity will be based on the amount you receive, and on the life expectancy of a person your age on the later of:
  - a. The date the lump sum is paid; and
  - b. The date LTD Benefits become payable.

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## **COST OF LIVING ADJUSTMENT BENEFIT**

### A. Eligibility

You are eligible for a COLA Benefit if, on each March 1, you have received Employee-Paid LTD Benefits for at least 3 of the preceding 12 months.

If you have not received Employee-Paid LTD Benefits for at least 3 of the 12 months preceding March 1, you are eligible for COLA Benefits on the following March 1, provided you have received Employee-Paid LTD Benefits for at least 3 of the 12 months preceding such March 1.

### B. COLA Benefit Rules

1. Your LTD Benefits becoming payable after you are eligible for a COLA Benefit are increased by the COLA Factor in effect for the current year.
2. A new COLA Factor is determined each March 1.
3. Your first COLA Factor is equal to 1.00 plus one-half the rate of increase in the CPI-W for the prior calendar year.
4. Each following COLA Factor is equal to 1.00 plus one-half the rate of increase in the CPI-W for the prior calendar year, times the previous COLA Factor.
5. The maximum increase that we will use is 6%.
6. The Minimum LTD Benefit is not adjusted by the COLA Factor.
7. Your COLA Factor will not decrease, even if the CPI-W decreases.
8. The COLA Benefit does not apply to Retirement Supplement or Higher Education Retirement Contributions Benefit.

LT.CA.01X

## **HIGHER EDUCATION RETIREMENT CONTRIBUTIONS BENEFIT (PLAN D)**

The Higher Education Retirement Contributions Benefit provides a monthly retirement contributions benefit while Employee-Paid LTD Benefits are payable, subject to the following provisions:

### A. Payment of Higher Education Retirement Contributions Benefit

The Higher Education Retirement Contributions Benefit will be paid to your Employer's higher education retirement plan to which you participate, on your behalf.

The Higher Education Retirement Contributions Benefit becomes payable on the later of:

1. The date Employee-Paid LTD Benefits become payable; or
2. The date you first would have been required to participate under your Employer's higher education retirement plan.

### B. Amount of Higher Education Retirement Contributions Benefit

The Higher Education Retirement Contributions Benefit is shown in the Schedule of Insurance, subject to any limitations on the amount of the contribution imposed by the Internal Revenue Code, ERISA, or any other federal or state laws.

If you return to work for your Employer, the Higher Education Retirement Contributions Benefit will be reduced by the amount of any employee/Employer contributions transmitted to any one of your Employer's higher education retirement plans, annuity, savings and deferred compensation plans on your behalf.

### C. When Higher Education Retirement Contributions Benefits End

Higher Education Retirement Contributions Benefits end on the earlier of the following dates:

1. The date Employee-Paid LTD Benefits cease to be payable.
2. The date the Employer's higher education retirement plan in which you participate terminates or may no longer accept the Higher Education Retirement Contributions Benefit on your behalf.

D. Other Provisions

1. We may terminate or change the amount of your Higher Education Retirement Contributions Benefit at the Policyholder's request when necessary to comply with the Internal Revenue Code, ERISA, or any other federal or state laws.
2. If the Higher Education Retirement Contributions Benefit is not accepted by your Employer's mandatory higher education retirement plan, no further Higher Education Retirement Contributions Benefits will be payable. Any Higher Education Retirement Contributions Benefits not accepted by your Employer's mandatory higher education retirement plan are required to be returned to Standard Insurance Company.
3. If the Member directs contributions to more than one retirement fund or account the Member must designate in writing one fund or account to receive all benefits payable under this provision. In the absence of such written designation, we, at our sole discretion will determine to which fund or account the Higher Education Retirement Contributions Benefit will be payable.

LT.PC.01X

### **SURVIVORS BENEFIT**

If you die while LTD Benefits are payable, we will pay a Survivors Benefit according to 1 through 4 below.

1. The amount of the Survivors Benefit is shown in the **Coverage Outline**.
2. The Survivors Benefit will first be applied to reduce any overpayment of your claim.
3. The Survivors Benefit will be paid at our option to any one or more of the following:
  - a. Your surviving Spouse;
  - b. Your surviving children through the last day of the month of turning age 26;
  - c. Your child of any age with a developmental disability or physical disability who, prior to age 26, became:
    - i. Incapable of self-sustaining employment; and
    - ii. Is chiefly dependent upon you for support and maintenance; or
  - d. Any person providing the care and support of any of them.
4. If you are not survived by a Spouse or an eligible child, no Survivors Benefit will be paid.

LT.SB.01X

### **WAIVER OF PREMIUM**

Your insurance will continue without payment of premiums while:

1. LTD Benefits are payable; and
2. You are completing the Benefit Waiting Period, provided you are not in pay status.

LT.WP.01X

### **BENEFITS AFTER INSURANCE ENDS OR IS CHANGED**

Your right to receive LTD Benefits for a period of Disability which begins while you are insured will not be affected by:

1. Termination of the Group Policy after you become Disabled;
2. Termination of your insurance while the Group Policy remains in force; or
3. Any amendment to the Group Policy approved after the date you become Disabled.

LT.BA.01

### **EFFECT OF NEW DISABILITY**

If a period of Disability is extended by a new cause while LTD Benefits are payable, LTD Benefits will continue while you remain Disabled. However, 1 and 2 apply.

1. LTD Benefits will not continue beyond the end of the original Maximum Benefit Period.
2. All provisions of the Group Policy, including the **Exclusions** and **Limitations** sections, will apply to the new cause of Disability.

LT.ND.01

### **EXCLUSIONS**

#### **A. War**

You are not covered for a Disability caused or contributed to by War or any act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.

#### **B. Intentionally Self-Inflicted Injury**

You are not covered for a Disability caused or contributed to by an intentionally self-inflicted injury, while sane or insane.

#### **C. Preexisting Condition For Employer-Paid Insurance**

This exclusion is waived for Members whose Evidence Of Insurability is approved by us.

##### **1. Definition**

Preexisting Condition means a mental or physical condition whether or not diagnosed or misdiagnosed:

- a. For which you have done any of the following:
  - i. Consulted a physician or other licensed medical professional;
  - ii. Received medical treatment, services or advice;
  - iii. Undergone diagnostic procedures, including self-administered procedures;
  - iv. Taken prescribed drugs or medications;
- b. Which, as a result of any medical examination, including routine examination, was discovered or suspected;

At any time during the 90-day period just before your insurance becomes effective under the Group Policy.

##### **2. Exclusion**

You are not covered for a Disability caused or contributed to by a Preexisting Condition or medical or surgical treatment of a Preexisting Condition unless, on the date you become Disabled, you:

- a. Have been continuously insured under the Group Policy for 12 months; and

- b. Have been Actively At Work for at least one full day after the end of that 12 months.

**D. Preexisting Condition For Employee-Paid Insurance**

This exclusion is waived for Members whose Evidence Of Insurability is approved by us.

A separate Preexisting Condition exclusion applies to the Default and Buy Down plans of Employee-Paid Insurance. However, if you increase your Plan selection from the Employer-Paid to the Default Plan or the Buy Down Plan, or from the Buy Down Plan to the Default Plan, and LTD benefits are not payable under the new plan because of the Preexisting Condition exclusion, your claim will be administered as if you had not changed Plans.

1. Definition

Preexisting Condition means a mental or physical condition whether or not diagnosed or misdiagnosed:

- a. For which you have done any of the following:
  - i. Consulted a physician or other licensed medical professional;
  - ii. Received medical treatment, services or advice;
  - iii. Undergone diagnostic procedures, including self-administered procedures;
  - iv. Taken prescribed drugs or medications;
- b. Which, as a result of any medical examination, including routine examination, was discovered or suspected;

With respect to the Buy Down Plan, at any time during the 90-day period just before your insurance becomes effective under the Buy Down Plan;

With respect to the Default Plan, at any time during the 90-day period just before your insurance under the Default Plan becomes effective.

2. Exclusion

With respect to insurance under the Buy Down Plan: You are not covered for a Disability caused or contributed to by a Preexisting Condition or medical or surgical treatment of a Preexisting Condition unless, on the date you become Disabled, you:

- a. Have been continuously insured under the Buy Down Plan for 12 months; and
- b. Have been Actively At Work for at least one full day after the end of that 12 months.

With respect to insurance under the Default Plan: You are not covered for a Disability caused or contributed to by a Preexisting Condition or medical or surgical treatment of a Preexisting Condition unless, on the date you become Disabled, you:

- a. Have been continuously insured under the Default Plan for 12 months; and
- b. Have been Actively At Work for at least one full day after the end of that 12 months.

LT.EX.01X

**LIMITATIONS**

A. Care Of A Physician

You must be under the ongoing care of a Physician during the Benefit Waiting Period. No LTD Benefits will be paid for any period of Disability when you are not under the ongoing care of a Physician.

B. Mental Disorder

Payment of LTD Benefits is limited to 24 months for each period of Disability caused or contributed to by a Mental Disorder. However, if you are confined in a Hospital at the end of the 24 months, this limitation will not apply while you are continuously confined.

Mental Disorder means a mental, emotional, behavioral, or stress-related disorder.

Hospital means a legally operated hospital providing full-time medical care and treatment under the direction of a full-time staff of licensed Physicians. Rest homes, nursing homes, convalescent homes, homes for the aged, and facilities primarily affording custodial, educational, or rehabilitative care are not Hospitals.

C. Rehabilitation

No LTD Benefits will be paid for any period of Disability when you are not participating in good faith in a plan, program or course of medical treatment or vocational training or education approved by us unless your Disability prevents you from participating.

LT.LM.01

## CLAIMS

A. Filing A Claim

Claims should be filed on our forms. If you do not receive our forms within 15 days after you ask for them, you may submit your claim in a letter to us. The letter should include the date disability began, and the cause and nature of the disability.

B. Time Limits On Filing Proof Of Loss

You must give us Proof Of Loss within 90 days after the end of the Benefit Waiting Period. If you cannot do so, you must give it to us as soon as reasonably possible, but not later than one year after that 90 day period. If Proof Of Loss is filed outside these time limits, your claim will be denied. These limits will not apply while you lack legal capacity to file claims.

C. Proof Of Loss

Proof Of Loss means satisfactory written proof that you are Disabled and entitled to LTD Benefits. Proof Of Loss must be provided at your expense.

D. Documentation

At your expense, you must submit completed claims statements, your signed authorization for us to obtain information, and any other items we may reasonably require in support of your claim. If you do not provide the documentation within 60 days after we mail you our request, your claim may be denied.

E. Investigation Of Claim

We may investigate your claim at any time.

At our expense, we may have you examined at reasonable intervals by specialists of our choice. We may deny or suspend LTD Benefits if you fail to attend an examination or cooperate with the examiner.

F. Time Of Payment

We will pay LTD Benefits within 60 days after you qualify and satisfy Proof Of Loss. LTD Benefits will be paid to you at the end of each month you qualify for them. LTD Benefits remaining unpaid at your death will be paid to the person(s) receiving the Survivor Benefit. If no Survivor Benefit is paid, the unpaid LTD Benefits will be paid to your estate.

G. Notice Of Decision On Claim

You will receive a written decision on your claim within a reasonable time after we receive your claim.

If you do not receive our decision within 90 days after we receive your claim, you will have an immediate right to request a review as if your claim had been denied.

If we deny any part of your claim, you will receive a written notice of denial containing:

1. The reasons for our decision;
2. Reference to the parts of the Group Policy on which our decision is based;
3. A description of any additional information needed to support your claim; and
4. Information concerning your right to a review of our decision.

#### H. Review Procedure

You may request in writing a review of a denial of all or part of your claim within 60 days after you receive notice of the denial.

When you request a review, you may send us written comments or other items to support your claim. You may review any non-privileged information that relates to your request for review.

We will review your claim promptly after we receive your request. We will send you a notice of our decision within 60 days after we receive your request, or within 120 days if special circumstances require an extension. We will state the reasons for our decision and refer you to the relevant parts of the Group Policy.

#### I. Assignment

The rights and benefits under the Group Policy are not assignable.

LT.CL.01X

### **TIME LIMITS ON LEGAL ACTIONS**

No action at law or in equity may be brought until 60 days after you have given us Proof Of Loss. No such action may be brought more than three years after the earlier of:

1. The date we receive Proof Of Loss; and
2. The end of the period within which Proof Of Loss is required to be given.

LT.TL.01

### **INCONTESTABILITY PROVISIONS**

#### A. Incontestability Of Member's Insurance

Any statement you make to obtain insurance is a representation and not a warranty.

No misrepresentation by you will be used to reduce or deny your claim or contest the validity of your insurance unless:

1. Your insurance would not have been approved if we had known the truth; and
2. We have given you a copy of a written instrument signed by you which contains your misrepresentation.

After your insurance has been in effect for two years, we will not use a misrepresentation by you to reduce or deny your claim, unless it was a fraudulent misrepresentation.

#### B. Incontestability Of Group Policy

Any statement made by the Policyholder or Employer to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyholder or Employer will be used to deny a claim or to deny the validity of the Group Policy unless:

1. The Group Policy would not have been issued if we had known the truth; and
2. We have given the Policyholder or Employer a copy of a written instrument signed by the Policyholder or Employer which contains the misrepresentation.

The validity of the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums or fraudulent misrepresentations.

LT.IN.01

## **CONTINUITY OF COVERAGE**

If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, you can become insured on the effective date of your Employer's coverage without meeting the Active Work Requirement. See Active Work Provisions.

The LTD Benefit payable for a period of continuous Disability beginning before you meet the Active Work Requirement will be:

1. The monthly benefit which would have been payable under the terms of the Prior Plan if it had remained in force; reduced by
2. Any benefits payable under the Prior Plan.

LT.CC.10X

## **WHEN YOUR INSURANCE BECOMES EFFECTIVE**

Subject to the **Active Work Provisions**, your insurance becomes effective as follows:

### A. Insurance Not Subject To Evidence of Insurability

The **Coverage Outline** states whether insurance is Contributory or Noncontributory.

#### 1. Employee-Paid Insurance – Default Plan

Your Employer will automatically enroll you for the Default Plan. Premiums will be deducted from your earnings and remitted to us.

At any time you may elect to not participate in coverage by Declining Insurance.

Insurance under the Default Plan becomes effective as follows, unless you Decline Insurance within 31 days after the date you become eligible:

- i. On the first day of the month following the date you become eligible; or
- ii. On the first working day of the month, if you become eligible on the first working day of the month; or
- iii. Except that eligibility for employees of participating employer groups will be determined based on the employer group's contract with the HCA.

A Member who is insured under the Default Plan is also insured for the Retirement Supplement Benefit or Higher Education Retirement Contributions Benefit, if eligible.

#### 2. Employee-Paid Insurance – Buy Down Plan

If you Decline Insurance under the Default Plan, you may instead apply for insurance under the Buy Down Plan.

You must apply in writing for the Buy Down Plan on the required form and agree to pay premiums.

If you Decline Insurance under the Default Plan and elect the Buy Down Plan within 31 days after the date you become eligible, insurance under the Buy Down Plan becomes effective as follows:

- i. On the first day of the month following the date you become eligible; or
- ii. On the first working day of the month, if you become eligible on the first working day of the month; or
- iii. Except that eligibility for employees of participating employer groups will be determined based on the employer group's contract with the HCA.

A Member who is insured under the Buy Down Plan is also insured for the Retirement Supplement Benefit or Higher Education Retirement Contributions Benefit, if eligible.

### 3. Employer-Paid Insurance

If you Decline Insurance under the Default Plan and Buy Down Plan, your Employer-Paid Insurance becomes effective as follows:

- i. On the first day of the month following the date you become eligible; or
- ii. On the first working day of the month, if you become eligible on the first working day of the month; or
- iii. Except that eligibility for employees of participating employer groups will be determined based on the employer group's contract with the HCA.

After your Employee-Paid Insurance becomes effective, at any time you may:

- a) Decline Insurance under the Default Plan and elect the Buy Down Plan, or
- b) Elect to reduce benefits to the Employer-Paid, by Declining Insurance under both the Default Plan and Buy Down Plan.

The change in your insurance will take effect on the first day of the calendar month following the date the required election is received by your Employer.

Evidence Of Insurability is required if you Decline Insurance and decide later you want to become insured.

Decline(ing) Insurance means you provide the required form declining coverage to the Employer. "Forms" or "form" means both paper forms and forms completed electronically as described in PEBB Program rules.

### B. Insurance Subject To Evidence Of Insurability

Insurance subject to Evidence Of Insurability becomes effective on the date we approve Evidence of Insurability.

## **ACTIVE WORK PROVISIONS**

### A. Active Work Requirement

If you are incapable of Active Work because of Sickness, Injury or Pregnancy on the day before the scheduled effective date of your Employee-Paid Insurance, your Employee-Paid Insurance will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively at Work mean performing the material duties of your own occupation at your Employer's usual place of business.

### B. Changes In Insurance

This Active Work Requirement also applies to any increase in your insurance. However, if you return to Active Work during a period of Disability or Temporary Recovery (see **Temporary Recovery**), you will not qualify for any change in insurance caused by a change in:

- 1. The rate of earnings used to determine your Predisability Earnings; or
- 2. The terms of the Group Policy.



### C. Exception

The Active Work Requirement will not apply to you if:

1. You were absent from Active Work because of a regularly scheduled day off, holiday, or vacation day;
2. You were Actively at Work on your last scheduled work day before the date of your absence; and
3. You were capable of Active Work on the day before the scheduled effective date of your insurance.

LT.AW.01X

## **WHEN YOUR INSURANCE ENDS**

Your insurance ends automatically:

1. The last day of the month in which you no longer meet the eligibility requirements for the employer contributions.
2. The last day of the month in which your employment relationship is terminated. As long as your employer has no anticipation that you will be rehired, the employment relationship is terminated:
  - a. On the date specified in your letter of resignation; or
  - b. On the date specified in any contract or hire letter, or on the effective date of an employer-initiated termination notice.
3. The last day of the month for which your employee premium was deducted if your agency deducted your premium after you were no longer eligible for the employer contribution.
4. The date the Group Policy terminates.
5. The date the last period ends for which your Employer made a required premium contribution on your behalf, if you are on a leave of absence without pay, on reduction in force status, or on reversion status.
6. The date you become a full time member of the armed forces of any country, unless the insurer is required to offer you continuation of your insurance by the Uniformed Service Employment and Reemployment Rights Act (USERRA).
7. The date you cease to be a Member. However, if you cease to be a Member because you are not meeting the eligibility requirements for the employer contribution, your insurance will be continued during the following periods:
  - a. While your Employer is paying you at least the same Predisability Earnings paid to you immediately before you ceased to be a Member.
  - b. During the Benefit Waiting Period and while LTD Benefits are payable.
  - c. During the first 29 months of an agency approved educational leave of absence, if your status as a Member terminates because of the leave of absence, subject to the following:
    - i. You must elect continuation coverage and agree to pay the required premiums.
    - ii. Your Employer must approve the leave of absence in writing.
    - iii. If your rate of pay during the leave is less than 50% of your Predisability Earnings in effect prior to the leave, you must pay the entire cost of your insurance. Insurance ends automatically on the date the last period ends for which you made a premium contribution. If you become Disabled during the leave, the Benefit Waiting Period will not begin until your scheduled date of return to work.
    - iv. If your rate of pay during the leave is 50% or more of your Predisability Earnings in effect prior to the leave, the Employer will pay the cost of your Employer-Paid Insurance. If you

become Disabled during the leave, the Benefit Waiting Period will begin on the date you become Disabled.

- v. Predisability Earnings will be your Predisability Earnings in effect immediately prior to the leave of absence.
- d. During a leave of absence if continuation of your insurance under the Group Policy is required by the state-mandated family or medical leave act or law.
- e. During the first 30 days of any other unpaid leave, provided you take the unpaid leave immediately following the end of your annual paid leave, subject to the following:
  - i. If you become Disabled during the leave, the Benefit Waiting Period will not begin until the scheduled date of return to work.
  - ii. Your Predisability Earnings will be based on your earnings in effect immediately prior to the leave of absence.

For Employee-paid Insurance: During a leave of absence, including an approved USERRA leave of absence, providing that you maintain your eligibility for your Employer-paid Insurance, the following will apply:

- a. During the first 90 days your insurance will be continued, and premium payments are waived for Employee-paid Insurance. Premiums for your Employer-paid Insurance will continue to be remitted on your behalf by your Employer.
- b. Beginning on day 91, your insurance will continue providing premium payments are remitted by you to your Employer.

### **REINSTATEMENT OF INSURANCE**

If your insurance ends you may become insured again as a new Member. However, 1 through 5 below will apply.

- 1. If your insurance ends because you fail to make a required premium contribution, you must provide Evidence of Insurability to become insured again.
- 2. If you return to pay status after a period of non-pay status which is a result of termination of employment, the Preexisting Condition Period and Exclusion Period will be based on the date you become insured again.
- 3. If you return to pay status immediately after a period of non-pay status of 12 months or less which is not a result of termination of employment, the Preexisting Condition Period and Exclusion Period will be based on the date you became insured prior to the beginning of the period of non-pay status.
- 4. If your insurance ends because you are on a state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the state-mandated family or medical leave act or law.
- 5. If your insurance ends due to your active military service, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA).
- 6. If you were eligible to continue but did not continue Employee-Paid Insurance during a leave of absence, you must provide Evidence Of Insurability to become insured again for Employee-Paid Insurance.
- 7. Following a leave of absence, your Employee-Paid Insurance will be automatically reinstated effective the first day of the month you are in pay status eight or more hours, or the first day of the month in which the quarter or semester begins for faculty who regains eligibility, if:
  - i. You continued to self-pay for your Employee-Paid Insurance after losing eligibility for the Employer contribution; or

- ii. You were not eligible to continue Employee-Paid Insurance after losing eligibility for the Employer contribution.
8. When an employee who is called to active duty in the uniformed services under USERRA loses eligibility for the employer contribution toward PEBB benefits, they regain eligibility for the employer contribution toward PEBB benefits the day they return from active duty. Employer-Paid benefits will begin the first day of the month in which they return from active duty.

LT.RE.01X

## **DEFINITIONS**

Benefit Waiting Period means the period you must be continuously Disabled before LTD Benefits become payable. No LTD Benefits are payable for the Benefit Waiting Period. See **Coverage Outline**.

CPI-W means the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. If the CPI-W is discontinued or changed, we may use a comparable index. Where required, we will obtain prior state approval of the new index.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. See **Coverage Outline**.

Employee-Paid means the level of insurance coverage for which you pay all of the premium.

Employer means the State of Washington and any governmental subdivision obtaining employee benefits through a contractual agreement with the Policyholder.

Employer-Paid means the level of insurance coverage for which the entire premium is paid by the Employer, except for approved educational or USERRA leave.

Providing Evidence Of Insurability means you must:

1. Complete and sign our medical history statement;
2. Sign our form authorizing us to obtain information about your health;
3. Undergo a physical examination, if required by us, which may include blood testing; and
4. Provide any additional information about your insurability that we may reasonably require.

Providing Evidence Of Insurability does not mean your application for coverage will be approved.

Group Policy means the group LTD insurance policy issued by us to the Policyholder and identified by the Group Policy Number.

Indexed Predisability Earnings means your Predisability Earnings adjusted by the rate of increase in the CPI-W. During your first year of Disability, your Indexed Predisability Earnings are the same as your Predisability Earnings. Thereafter, your Indexed Predisability Earnings are determined on each anniversary of your Disability by increasing the previous year's Indexed Predisability Earnings by the rate of increase in the CPI-W for the prior calendar year. The maximum adjustment in any year is 10%. Your Indexed Predisability Earnings will not decrease, even if the CPI-W decreases.

Injury means harm, hurt or damage to your body.

LTD Benefit means the monthly benefit payable to you under the terms of the Group Policy.

Maximum Benefit Period means the longest period for which LTD Benefits are payable for any one period of continuous Disability, whether from one or more causes. It begins at the end of the Benefit Waiting Period. No LTD Benefits are payable after the end of the Maximum Benefit Period, even if you are still Disabled. See **Coverage Outline**.

Physician means a licensed medical professional, other than yourself, acting within the scope of the license.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means your Employer's group long term disability insurance plan in effect on the day before the effective date of your Employer's coverage under the Group Policy and which is replaced by the Group Policy.

Season means any recurring, annual period of work at a specific time of year that lasts three to eleven consecutive months.

Sickness means your sickness, illness, or disease.

Spouse means:

1. A person to whom you are legally married; or
2. Your State-Registered Domestic Partner. Your State-Registered Domestic Partner as defined in state statute and substantially equivalent legal unions from other jurisdictions as defined in Washington State statute.

LT.DF.01X