

# CSEA CHINO CHAPTER 102

## LONG TERM DISABILITY

### YOUR PLAN PAYS A MONTHLY DISABILITY BENEFIT

60% of your Monthly Compensation not to exceed: (1) a maximum covered Monthly Compensation of \$4,166.67; and (2) the amount for which premium is being paid.

### ELIGIBILITY

All Permanent Classified employees working 1.5 hours or more per day. Seasonal employees are not eligible.

### WHEN COVERAGE BEGINS

Certificates will become effective on the requested effective date following the date you become eligible, providing your employer has paid all applicable premiums.

### BENEFITS BEGIN

On the 31st day of Disability due to a covered Injury or Sickness.

### MONTHLY PREMIUM

\$1.02 per \$100 of covered Monthly Salary.

### BENEFITS ARE PAYABLE

Up to the period of time shown in the table below, based on your age as of the date Disability due to a covered Injury or Sickness begins.

Age	Maximum Benefit Period
Less than age 60	To Social Security Normal Retirement Age (SSNRA)*
60	60 months, or to SSNRA*, whichever is greater
61	48 months, or to SSNRA*, whichever is greater
62	42 months, or to SSNRA*, whichever is greater
63	36 months, or to SSNRA*, whichever is greater
64	30 months, or to SSNRA*, whichever is greater
65	24 months, or to SSNRA*, whichever is greater
66	21 months, or to SSNRA*, whichever is greater
67	18 months, or to SSNRA*, whichever is greater
68	15 months, or to SSNRA*, whichever is greater
Age 69 or older	12 months, or to SSNRA*, whichever is greater

\*Age at which you are entitled to unreduced Social Security benefits based on current Social Security Amendments.

### DISABLED WHILE WORKING: RETURN TO WORK INCENTIVE BENEFIT

We will provide a Disability Payment if you are Disabled and your monthly Disability Earnings, if any, are less than 20% of your Monthly Compensation due to the same Disability.

If you are Disabled and your Disability Earnings are greater than 20% of your Monthly Compensation due to the same Disability, we will figure your payment as follows:

During the first 24 months of payments while Disabled and Working:

- Your Disability Payment will not be reduced as long as the Disability Earnings plus the gross Disability Benefit does not exceed 80% of your Monthly Compensation.
- If the Disability Earnings plus the gross Disability Benefit exceeds 80% of your Monthly Compensation, the Disability Payment will be reduced by the amount exceeding 80% of your Monthly Compensation.

After 24 months of payments, while Disabled and Working, you will receive payments based on the percentage of Monthly Compensation you are losing due to Lost Earnings based on your Disability.

We will stop payments and your claim will end, if at any time you are no longer Disabled or if your Disability Earnings exceed 80% of your Monthly Compensation. The Elimination Period cannot be satisfied with days you are Disabled and Working.

### FAMILY CARE BENEFIT

If you are Disabled and Working, qualify to receive a Disability Payment from us, and have one or more eligible family members, you may be eligible to receive a Family Care Benefit. This may include payment for the care of an eligible family member by a licensed childcare provider or licensed caregiver who is not related to you by blood or marriage. We will provide a Family Care Benefit for expenses incurred of up to 25% of your monthly Disability Benefit provided the total of your Disability Earnings, the gross Disability Benefit, and the Family Care Benefit do not exceed 100% of your Monthly Compensation. Payment of the Family Care Benefit will end on the earlier of the following: the date you no longer incur Family Member expenses; or the date you no longer qualify as Disabled and Working; or the date Disabled and Working benefits have been paid for a total of 24 months.

### ACCIDENTAL DEATH BENEFIT

A lump sum of \$10,000.00 will be paid if you die as the direct result of an Injury and death occurs within 90 days after the Injury.

The benefit will be increased 1% for each full month that your Certificate was continuously in force just prior to death. The total increase shall not be more than 60% of the benefit amount.

### WAIVER OF PREMIUM

No premium payments are required while you are receiving payments under the plan after Disability Payments have been received under the plan for 90 consecutive days. We will require proof on an annual basis that you remain Disabled during this time.

### SUCCESSIVE DISABILITIES

Disabilities which result from the same or related causes will be considered one period of Disability unless the Disabilities are separated by your return to Active Employment or any other gainful occupation for at least 3 consecutive months.

### PORTABILITY CONVERSION

The Conversion Plan will be a separate group plan with a 30 day elimination period and 2 year benefit period. Certain other qualifications may apply. A brochure is available for this plan upon request after termination.

### IF YOU ARE DISABLED DUE TO A COVERED DISABILITY AND NOT WORKING

Your Disability Payment will be the Disability Benefit described above less any Deductible Sources of Income you receive or are entitled to receive.

### OFFSETS WITH OTHER SOURCES OF INCOME

Deductible Sources of Income include:

- (a) other group disability income.
- (b) Governmental or other retirement system, whether due to Disability, normal retirement or voluntary election of retirement benefits.
- (c) United States Social Security Act or similar plan or act, including any amounts due your dependent(s) on account of your Disability.
- (d) State Disability.
- (e) Unemployment compensation.
- (f) Sick leave or other salary or wage continuance plans, including substitute differential provided by the Employer which extend beyond 60 calendar days after the date of Disability. We reserve the right to estimate these Deductible Sources of Income that you may receive as defined in your Certificate.

### MINIMUM DISABILITY BENEFIT

The Disability Payment payable will be no less than 10% of the Monthly Disability Benefit or \$100.00, whichever is greater.

### INCREASE OF INCOME DUE TO COST OF LIVING ADJUSTMENTS

The Disability Payment will not be reduced due to a cost of living increase if the increase from a Deductible Source of Income takes effect after the onset of Disability and while benefits are payable under the Policy.

## MENTAL ILLNESS LIMITED BENEFIT

Benefits for Disability due to Mental Illness will not exceed 2 years, unless you meet one of these situations: (a) You are in a Hospital at the end of the 2 year period. The Disability Payment will be paid during the confinement. If you are still Disabled when discharged from the Hospital, the Disability Payment will be paid for a recovery period of up to 90 days. If you become reconfined during the recovery period for at least 14 days in a row, benefits will be paid for the Hospital confinement and another recovery period up to 90 more days. (b) You continue to be Disabled and become Hospital confined after the 2 year period and for at least 14 days in a row. The Disability Payment will be payable during the Hospital confinement, but will not be payable beyond the Maximum Disability Period.

## ALCOHOLISM AND DRUG ADDICTION LIMITED BENEFIT

If you are disabled due to alcoholism or drug addiction, a limited benefit of up to 15 days for each Disability will be paid. Benefits will not be paid beyond the Maximum Benefit Period. If drug addiction is sustained at the hands of, or while under the regular and appropriate care of a physician in the course of treatment for Injury or Sickness, it will be covered the same as any other Sickness.

## PRE-EXISTING CONDITION LIMITATION

A limited benefit up to 1 month's Disability Benefit will be payable for Disability caused by or resulting from a Pre-Existing Condition. This provision will not apply if you have gone treatment-free; incurred no expense; taken no medication; and received no diagnosis or advice from a Physician for 12 consecutive months for such condition(s).

This limitation will not apply to a Disability resulting from a Pre-Existing Condition that begins after you have been continuously covered under the Policy for 24 months.

## EXCLUSIONS

The Policy does not cover any loss, fatal or non-fatal, resulting from:

- intentionally self-inflicted injury while sane or insane;
- an act of war, declared or undeclared;
- Injury sustained or Sickness contracted while in the service of the armed forces of any country;
- committing a felony;
- penal incarceration. We will not pay benefits for Disability or any other loss for any period for which you are incarcerated in a penal or correctional institution for a period of 30 consecutive days or longer; or
- Injury or Sickness arising out of and in the course of any occupation for wage or profit or for which You are entitled to Workers' Compensation\*.

\*The term "entitled to Workers' Compensation" shall also include Workers' Compensation claim settlements that occur via compromise and release. Further, no benefits will be paid under this Policy for any period during which You are entitled to Workers' Compensation benefits.

## LEAVE OF ABSENCE

Your coverage may be continued for up to 1 year during a Leave of Absence approved in writing by your Employer.

## TERMINATION OF INSURANCE

Your insurance coverage will end on the earliest of these dates: (a) the date you do not meet the Eligibility requirements as defined in the Eligibility paragraph in this brochure; (b) the date you retire; (c) the date you cease to be on Active Employment, except as provided for under the Leave of Absence provision; (d) the end of the last period for which premium has been paid; or (e) the date the Policy is discontinued.

If: (a) your coverage ends as a result of your termination of Active Employment; (b) such termination is caused by an Injury or Sickness for which Disability Benefits would be payable; and (c) Disability is established prior to the termination of Active Employment, *then*: Disability Benefits will be paid as if such termination had not occurred. Termination of the Policy will have no effect on Disability Payments which began before termination. We may end your coverage if you submit a fraudulent claim.

## DEFINITIONS

**ACTIVE EMPLOYMENT:** Means you are doing in the usual manner all of the regular duties of your employment on a full-time basis on a scheduled work day and these duties are being done at one of the places of business where you normally do such duties or at some location to which your employment sends you. You will be said to be on Active Employment on a day which is not a scheduled work day only if you are not Disabled and would be able to perform in the usual manner all the regular duties of your employment if it were a scheduled work day.

**DISABILITY:** Disability for the first 24 months that Disability benefits are paid means that you are unable to perform with reasonable continuity the material and substantial duties of your occupation in the usual and customary way. After that, Disability means you are unable to perform with reasonable continuity the material and substantial duties of any occupation that you reasonably could be expected to perform satisfactorily in light of your: (a) age; (b) education; (c) training; (d) experience; (d) station in life; and (f) physical and mental capacity.

**DISABILITY EARNINGS:** Means the gross monthly earnings you receive while Disabled and working.

**DISABILITY PAYMENT:** Means your Disability Benefit minus Deductible Sources of Income.

**HOSPITAL:** The term "Hospital" shall not include an institution used by you as a place for rehabilitation; a place for rest or for the aged; a nursing or convalescent home; a long-term nursing unit or geriatrics ward; or as an extended care facility for the care of convalescent, rehabilitative or ambulatory patients.

**LOST EARNINGS:** Means the percentage of Monthly Compensation you are losing due to your Disability while Disabled and Working. This is computed as follows:

- subtract your Disability Earnings from your Monthly Compensation;
- divide this answer by your Monthly Compensation. This will be your percentage of lost earnings.
- multiply your Disability payment by your percentage of lost earnings.

**MONTHLY COMPENSATION:** Means for contracted employees, one-twelfth (1/12) of your contract salary through your Employer; or for non-contracted employees, one-twelfth (1/12) of your annual salary through your Employer, in effect on the date Disability began. It excludes any additional compensation including but not limited to, overtime pay, weekend or summer work compensation, bus or other allowances, bonuses or district-funded fringe benefits. If you become Disabled while on an approved leave of absence, we will use your gross Monthly Compensation from your Employer in effect just prior to the date your absence began.

**PRE-EXISTING CONDITION:** The term "Pre-Existing Condition" means a disease, Injury, Sickness, physical condition or mental illness for which you: had treatment; incurred expense; took medicine; received care or services including diagnostic testing or related measures; or received a diagnosis or advice from a Physician, during the 12-month period immediately before your Effective Date of coverage. The term Pre-Existing Condition will also include conditions which are related to such disease, Injury, Sickness, physical condition or mental illness.



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