

Long Term Disability Plan

Revised January 1, 2009

The Enrollment/Change Form is included at the end of this booklet.



Save This Booklet for Future Reference

Eligible employees are covered under the Employer-provided Basic Long Term Disability (LTD) Insurance Plan through the Public Employees Benefits Board (PEBB) program. Additional coverage for many employees is available under the Optional Plan.

All newly eligible employees are required to complete an enrollment form and return it to their payroll, personnel, or benefits office. Newly eligible employees may choose to enroll in optional insurance without providing evidence of insurability if they return their completed long term disability enrollment form indicating the waiting period they are selecting no later than thirty-one days after becoming eligible for PEBB benefits as described in WAC 182-12-115. However, employees must meet eligibility criteria for such coverage.

Please read this booklet carefully before you select your LTD insurance options. This booklet is not a contract or policy of insurance. It contains your Certificate of Insurance and a series of questions and answers intended to explain some of the major features of the coverage designed by the Public Employees Benefits Board (PEBB). The benefits are subject to the terms, conditions, and limitations of the insurance contract between the insurance company and the Washington State Health Care Authority (HCA). Benefits available are based solely on the contract.

This booklet is provided by the Health Care Authority, 676 Woodland Square Loop S.E., P.O. Box 42682, Olympia, Washington 98504-2682. Benefits are underwritten by Standard Insurance Company, 900 SW Fifth Avenue, Portland, Oregon 97204-1282, and this booklet is printed at The Standard's expense.

To obtain this document in another format (such as Braille or audio), call our Americans with Disabilities Act (ADA) Coordinator at 360-923-2805. TTY users (deaf, hard of hearing, or speech impaired), call 360-923-2701 or toll-free 1-888-923-5622.

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Certificate of Insurance

Group Long Term Disability

Policy Number

377661-B

Policyholder

Washington State
Health Care Authority

A Group Policy has been issued to the Health Care Authority. 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.

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 and Group Policy.

Defined terms are printed with their first letters capitalized. "We," "us," and "our" mean Standard Insurance Company. "You" and "your" mean the insured person. All other defined terms appear with the initial letter capitalized.

Definitions

Basic

The level of insurance coverage for which the entire premium is paid by the Employer, except for approved sabbatical or educational leave.

Benefit Waiting Period

The period you must be continuously disabled before LTD Benefits become payable. No LTD Benefits are payable during the Benefit Waiting Period (See Benefit Waiting Period, page 15).

CPI-W

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.

Duty Disability

Total incapacitation for duty as the natural and proximate result of an accident occurring in the actual performance of duty or total incapacitation for duty as a result of an occupational disease, while in the service of an Employer.

Employer

The state of Washington and any governmental subdivision approved in writing by the Policyholder.

Providing Evidence of Insurability means you must:

1. Complete and sign our Evidence of Insurability form.
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.
4. Provide any additional information about your health that we may reasonably require.

Providing Evidence of Insurability does not assure that your application for coverage will be approved.

Group Policy

The group LTD insurance policy issued by the insurance company to the Policyholder and identified by the Group Policy Number.

Indexed Predisability Earnings

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

Harm, hurt, or damage to your body.

LTD Benefit

The monthly benefit payable to you under the terms of the Group Policy.

Maximum Benefit Period

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 Maximum Benefit Period, page 15.)

Member

An eligible employee as determined by the Public Employees Benefits Board in accordance with Washington Administrative Code Title 182.

Optional

The level of insurance coverage for which you pay all of the premium.

Physician

A licensed medical professional, other than yourself, acting within the scope of the license.

Pregnancy

Your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan

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.

Proof of Loss

Satisfactory written proof that you are disabled and entitled to long term disability benefits.

Sickness

Your illness or disease.

Spouse

Spouse means:

- 1) A person to whom you are legally married; or
- 2) Your Domestic Partner. Your Domestic Partner means an individual recognized as such under Washington Administrative Code Title 182.

Questions and Answers

1. Why is Long Term Disability (LTD) Insurance important?

Your continued ability to pay for food, shelter, and other commitments is probably dependent upon your receiving a paycheck. A disabling injury occurs every 1.3 seconds - on and off the job. That's over 63,000 every day, more than 23 million every year¹. Three in 10 workers entering the workforce today will become disabled before retiring. Over 6.8 million workers are receiving Social Security disability benefits; almost half are under age 50².

The PEBB-sponsored Long Term Disability Insurance Plan is designed to help protect you from the financial risk of loss of earnings due to serious injury or illness. Basic LTD Plan coverage is provided at no cost to you. If you meet the eligibility requirements, you may also enroll in Optional LTD Plan insurance at your expense.

LTD benefits are coordinated with other sources of replacement income available to you during periods of Disability (such as Workers' Compensation, Social Security, and retirement plan benefits) to provide valuable protection of your earnings while controlling your premium cost.

2. What are the LTD benefits?

The PEBB-sponsored LTD plan has two parts: the Basic Plan and the Optional Plan.

The Basic Plan. The Basic LTD Plan provides a benefit of 60% of the first \$400 per month of Predisability Earnings, reduced by any Deductible Income (see Question 11). The maximum benefit payable is \$240 per month. The minimum benefit is \$50 per month. Benefits begin after 90 days of Disability or after the period of your accumulated sick leave, whichever period is longer, and may continue during your Disability up to the Maximum Benefit Period (see Question 21).

The Optional Plan. This plan allows most employees eligible for the Basic LTD Plan to apply for additional benefits. When combined with Basic benefits, the Optional Plan will pay 60% of the first \$10,000 per month of your Predisability Earnings, reduced by any Deductible Income. The minimum combined benefit is \$100 per month. The Optional Plan benefit will increase in accordance with the Cost of Living Adjustment (COLA) provision as explained in Question 3. Optional Plan benefits begin after the end of the Benefit Waiting Period (see Question 6) and may continue during Disability up to the Maximum Benefit Period. Employees enrolled in the Optional Plan may also be entitled to a retirement supplement benefit as described in Question 4.

Here are examples of how LTD works:

- A. Mr. Smith is age 27, has been in state service for four years, and his current salary is \$1,000 per month. He has 20 days of accumulated sick leave and elected the 90-day Benefit Waiting Period under the Optional Plan. Mr. Smith's disability does not qualify for Social Security or other disability benefits:

\$1,000	Predisability Earnings
<u>x 60%</u>	
\$600	Maximum benefit* from all sources, beginning after 90 days of Disability

*Plus any benefit payable under the Cost of Living Adjustment provision or the retirement supplement.

- B. Ms. Jones is age 50 and has been in state service for 16 years. Her current salary is \$2,000 per month. She has 135 days of accumulated sick leave which is the calendar day equivalent of 189 days. Ms. Jones

¹ National Safety Council, Injury Facts 2005-2006 Edition

² Social Security Administration, Fact Sheet 2007

elected the 180-day Benefit Waiting Period under the Optional Plan. Since accumulated sick leave (189 calendar days) exceeds the 180-day Benefit Waiting Period, benefits begin after 189 days of Disability.

\$2,000 Predisability Earnings
x 60%
\$1,200 Maximum benefit from all sources, beginning after 189 days of Disability

\$400 Social Security (assuming disability to last a year or more)
\$400 Retirement Disability Benefit
\$240 Basic Plan Benefit
\$160 Optional Plan Benefit**
\$1,200

** Plus any benefit payable under the Cost of Living Adjustment provision or a retirement supplement

C. Mr. Brown is age 55 and has been in state service for 25 years. His current salary is \$2,200 per month. He has 175 days of accumulated sick leave, the calendar day equivalent of 245 days. Mr. Brown elected the 240-day Benefit Waiting Period under the Optional Plan. Benefits begin after 245 days of Disability.

\$2,200 Predisability Earnings
x 60%
\$1,320 Maximum benefit from all sources, beginning after 245 days of Disability
\$400 Social Security (assuming disability to last a year or more)

\$1,000 Retirement Disability Benefit

\$1,400 Total Deductible Income (exceeds 60% of Predisability Earnings)

\$100 Minimum Plan Benefit (\$50 Basic plus \$50 Optional***)

***Plus any retirement supplement benefit payable

This example is given to illustrate that because of the disability benefits available from other sources, Mr. Brown will receive only the minimum benefit of \$100 per month.

3. Will my Optional Plan benefit increase if the cost-of-living increases?

Yes. The Optional Plan includes a Cost of Living Adjustment (COLA) provision which increases the Optional benefit annually, based on increases in the Consumer Price Index. This adjustment is made each March 1 for employees who have received Optional Plan benefits for at least three months during the preceding 12 months. The benefit increase will be equal to one-half of the rate of increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers during the preceding calendar year, up to a maximum increase of 6%.

This COLA provision does not apply when the minimum benefit is being paid. Also, the COLA provision does not apply to Basic and retirement supplement benefits. For more details, please refer to the certificate language on page 25.

4. Does the Optional Plan provide a supplement to my retirement income?

Yes.

Employees enrolled in the Optional Plan who are eligible to be covered under their Employer's mandatory higher education retirement plan may be eligible for a Higher Education Retirement Contribution Benefit, Option D, payable as follows:

The amount paid to your pension plan on your behalf will be equal to the sum of (1) the contribution you are required to make to your Employer's mandatory higher education retirement plan and (2) the contribution made by your Employer to the higher education retirement plan on your behalf, not to exceed 15% of the first \$10,000 of your monthly Predisability Earnings.

All other employees enrolled in the Optional Plan who have at least five years of employment with the Employer may be eligible for a Retirement Supplement Benefit, Option C, which is determined as follows:

Two percent (2%) of the first \$10,000 of the monthly Predisability Earnings at the time of Disability times the number of "qualifying years of Disability," not to exceed 60%. (In case of a duty disability for employees covered under PERS 1, the benefit will be 1% of the first \$10,000 of Predisability Earnings times the number of "qualifying years of Disability," not to exceed 30%).

However, no benefit is payable if the amount determined above is less than \$50 per month.

"Qualifying years of Disability" means the number of years for which regular Optional Plan benefits are paid.

For a Member with less than 5 years of employment with their Employer there is no Retirement Supplement Benefit payable under the Group Policy.

The Cost of Living Adjustment (page 25) and Deductible Income (page 22) provisions do not apply to either the Plan C or Plan D benefits. For more details about these benefits see pages 22 and 25.

5. Which employees are eligible to enroll in the Public Employees Benefits Board Long Term Disability Insurance Plan?

- A. Employees of state government, higher education, participating K-12 school districts and educational service districts, and participating employer groups are eligible to be covered under the Basic Plan if they are eligible for PEBB benefits as defined in WAC 182-12-115. Port commissioners are also eligible for coverage under the basic plan. Most employees who are eligible for coverage under the basic plan are also eligible to enroll in the Optional Plan.
- B. Seasonal employees who work a season that is less than nine months are not eligible for the Optional Plan. In addition, port commissioners are not eligible for the Optional Plan.
- C. Persons not eligible for an employer contribution under the policy established by the Public Employees Benefits Board are not eligible for the Basic or Optional Plans.

6. What is the Benefit Waiting Period?

The Benefit Waiting Period is the period you must be continuously Disabled before LTD benefits become payable. The Benefit Waiting Period under the Basic Plan is the first 90 days of Disability or the period of your accumulated sick leave, whichever is longer. You choose the length of your Benefit Waiting Period under the Optional Plan at the time you enroll. The Benefit Waiting Period for Optional Plan benefits is either 30, 60, 90, 120, 180, 240, 300, or 360 days of each period of Disability, depending upon your choice, or the period of your accumulated sick leave, whichever is longer.

LTD Benefits are paid at the end of each month you qualify for them.

7. Why does the Optional Plan have several Benefit Waiting Periods from which to select?

The choice of Benefit Waiting Periods under the Optional Plan allows you to select the Benefit Waiting Period which best fits your needs. The longer the Benefit Waiting Period, the lower the premium cost to you. Since no plan benefits are payable during a period when you are eligible to receive sick leave, the Benefit Waiting Period you select should take into consideration the amount of your accumulated sick

leave. For example, an employee who has accumulated 26 weeks (130 days) of sick leave may wish to select the 180-day Benefit Waiting Period so that benefits could begin at about the same time as sick leave pay is exhausted. A new employee or an employee with no sick leave accumulation may wish to select a shorter Benefit Waiting Period.

8. Can I change my Benefit Waiting Period under the Optional Plan once enrolled?

Yes. You may lengthen your Optional Plan Benefit Waiting Period at any time, but you may reduce it only by furnishing evidence of insurability satisfactory to the insurance company. To maintain the lowest premium cost possible, you may contact your payroll, personnel, or benefits office to lengthen your Benefit Waiting Period when your sick leave accumulation exceeds the Benefit Waiting Period you have selected.

9. How much does the Optional Plan cost?

The cost of the Optional Plan depends upon the Benefit Waiting Period you select as shown on page 34. It is calculated as a percent of your Predisability Earnings up to \$120,000 per year (that is, up to \$10,000 per month for persons paid 12 months per year, or up to \$12,000 per month for those paid 10 months per year, etc.).

10. What is considered Predisability Earnings?

For benefit calculation purposes, Predisability Earnings are the monthly rate of earnings in effect on your last full day of Active Work (not including overtime, shift differential, standby pay, bonuses, commissions, supplemental stipends, and other extra compensation), unless a different date applies. Position stipends are considered part of Predisability Earnings. See the definition of Predisability Earnings on page 22 for more details.

However, for premium calculation (payroll deduction) purposes, basic monthly earnings do not include days/hours of unpaid leave.

11. What is Deductible Income?

While you are Disabled, you may receive, or be eligible to receive, benefits or income from other sources. If so, Standard may reduce your LTD Benefits payable under the Group Policy by the amount of this other income (Deductible Income). Refer to the Coverage Provisions and Deductible Income section of this Certificate for a discussion of Deductible Income sources.

12. When am I covered under the Basic Plan?

Your insurance under the Basic Plan becomes effective as described in WAC 182-12-115.

13. When am I covered under the Optional Plan?

If you apply for the Optional Plan within 31 days after the date you become eligible for Optional LTD Benefits (per WAC 182-08-197) evidence of insurability will not be required, and your insurance becomes effective on the first day of the month following the date you apply. (For details regarding the pre-existing conditions exclusion, please refer to Exclusions and Limitations on page 27.)

If you apply for the Optional Plan more than 31 days after the date you become eligible for Optional LTD Benefits, evidence of insurability will be required at your expense. Coverage does not become effective until the first of the month after your application has been approved by the insurance company.

Upon return to work from an unpaid leave, if you were covered under the Optional Plan in the month immediately preceding the unpaid leave, or if you return no later than the end of approved family leave, your Optional coverage will be reinstated on the first of the month following your return to work.

Note: If sickness, injury, or pregnancy prevents you from working the day before the scheduled effective date of your Optional insurance, your Optional insurance will not become effective until the day after you complete one full day of active work. (See Active Work Provisions on page 30.)

14. What is the definition of Disability?

During the Benefit Waiting Period and for the next 24 months, Disability means you are unable, as a result of sickness, injury, or pregnancy, to perform with reasonable continuity the Material Duties of your Own Occupation. After that, Disability means you are unable, as a result of sickness, injury, or pregnancy, to perform with reasonable continuity the Material Duties of any gainful occupation for which you are reasonably able to perform through education, training, or experience.

Partial Disability is also covered. (Refer to Partial Disability Definition on page 20.)

15. What are the Exclusions and Limitations?

Benefits are not paid for a disability resulting from war, intentionally self-inflicted injuries (while sane or insane), or a “pre-existing condition” as defined by the plan. (For further details, please refer to Exclusions and Limitations on page 30).

16. What is a pre-existing condition?

A pre-existing condition is defined as a mental or physical condition for which you received medical treatment, took prescribed drugs, or consulted a physician in the 90 days preceding the effective date of your insurance under the Group Policy.

17. Is a pre-existing condition covered?

In general, the plan does not provide benefits for any disability caused, or contributed to, by a pre-existing condition, unless the disability begins after you have been insured for 12 consecutive months after the effective date of your insurance and you have been Actively At Work for at least one full day after the end of that 12- month period. The 12-month period applies separately to Basic and Optional coverages. (For further details, please refer to Exclusions and Limitations on page 27.)

However, the pre-existing condition provision will be waived for you if you furnish evidence of insurability which is approved by the insurance company. If you return to pay status after a period of non-pay status resulting from termination of employment, the pre-existing condition provision will apply to any condition which is pre-existing on the date you became insured again.

Coverage for all other covered conditions begins immediately when you become insured.

18. Are mental disorders covered?

Yes. Benefits for mental disorders are limited to 24 months. However, if you are continuously hospitalized at the end of such period, benefits will continue while you are hospitalized if you are otherwise eligible. All benefits are subject to the Maximum Benefit Period (see Question 21).

19. Must I be continuously Disabled to satisfy the Benefit Waiting Period?

No, you may return to your predisability work schedule for up to five days for each 30 days of the Benefit Waiting Period without starting the Benefit Waiting Period over again. Days that you work will not be counted as part of the Benefit Waiting Period.

20. If I receive benefits and then recover from Disability, must I serve another Benefit Waiting Period before receiving benefits again?

It depends. If you become disabled again from the same cause or causes within 180 days, you will be eligible for benefits without satisfying the Benefit Waiting Period again.

21. What is the Maximum Benefit Period?

The Maximum Benefit Period is 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. Your Maximum Benefit Period will depend on your age at the beginning of Disability, as illustrated on page 15.

22. What happens if I should die while Long Term Disability insurance benefits are payable?

Should you die while receiving benefits, a lump sum equal to three times your monthly LTD benefit may be payable to your surviving Spouse or dependent Child(ren). However, no survivorship benefit will be payable under either retirement supplement Plan C or Plan D.

23. Do I have to pay premiums while I am Disabled?

Premium payments are not required once your benefit begins or while you are completing the Benefit Waiting Period if your pay status ends.

24. Does this coverage continue while I am on paid leave?

Yes, provided you continue any required payroll deductions. Coverage continues during the off-season for “Instructional Year” and “Career Seasonal Employees” working a designated season that extends nine or more months.

25. Does this coverage continue while I am on unpaid leave or reduced pay?

Coverage ceases on the day your pay status ceases, except under the following conditions:

- A. Basic and Optional coverages last to the end of the month in which pay status ends due to approved leave, reduction in force, or reversion.
- B. If you are on approved family leave, Basic coverage is continued during the period of your approved leave (per WAC 182-12-138). You may also self-pay Optional coverage during this time.
- C. Your coverage may be continued for up to 24 months provided you are on an approved sabbatical or educational leave. For details on such coverage and premium requirements, please refer to Premium Contributions on page 31 and When Your Insurance Ends on page 18.
- D. Your coverage will be continued for up to 30 days without additional cost to you during a continuous period of unpaid approved leave which is taken immediately following your annual paid leave.

26. What is the Return to Work Incentive?

The Return to Work Incentive offers a financial incentive for you to return to work to the extent of your ability. 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.

You also may serve your Benefit Waiting Period while working if you meet the plan’s definition of Disability or Partial Disability (See Question 14).

27. How does the Return to Work Incentive affect my Long Term Disability benefit?

During the first 12 months after the first day you work following completion of the Benefit Waiting Period, 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.

After those first 12 months, one half of your Work Earnings will be Deductible Income.

28. If I leave public employment, may I take my Long Term Disability insurance with me?

No. Neither the Basic nor Optional Plans may be converted to individual policies. Group Long Term Disability insurance is designed to provide coverage only while you are working for a specific Employer, and benefits are designed to fit the specific needs of the group.

29. When does my insurance terminate?

Your insurance automatically terminates on the earliest of the following dates:

- A. The date of termination of your status as an eligible employee (the last day you were in a pay status, except as stated under Question 25);
- B. The date you become a full-time member of the military forces (land, sea, or air) of any country;
- C. For the Optional Plan only, the end of the last month for which you were eligible and made a required contribution; or
- D. The date of discontinuance of the Group Policy (This will **not** affect continuance of disability benefits if you have an active claim. Please refer to Benefits After Insurance Ends or Is Changed provision on page 27).

30. When should I file a claim?

You should file a claim as soon as you or your doctor believe you will be disabled for a period longer than your Benefit Waiting Period. Approximately 30 days after a claim is filed, Standard will send you a written decision on your claim. If your claim is approved, the notice will advise you when the first monthly benefit payment will be made. In some cases, additional investigation is required before a decision can be made on a claim. Standard will notify you in writing if additional time is required.

31. How do I file a claim?

Report your claim to your payroll, personnel, or benefits office. They will assist you in filing your claim with Standard Insurance Company.

32. If I complete the *Evidence of Insurability Form*, am I protected under the Federal Fair Credit Reporting Act?

Yes. Information regarding your insurability will be treated as confidential. Standard Insurance Company may, however, make a brief report to the MIB, Inc. (MIB) (formally know as Medical Information Bureau), a non-profit membership organization of life insurance companies, which operates an information exchange on behalf of its members. If you apply to another MIB member company for life or health (including disability) insurance coverage, or a claim for benefits is submitted to such a company, MIB, upon request, will supply such company with the information in its file.

Upon receipt of a request from you, MIB will arrange disclosure of any information it may have in your file (Medical information will be disclosed only to your attending physician). If you question the accuracy of information in the MIB's file, you may contact MIB and seek a correction in accordance with the procedures set forth in the Federal Fair Credit Reporting Act. The address of MIB's information office is 50 Braintree Hill Park, Suite 400, Braintree, Massachusetts 02184-8734. MIB's telephone number is 866-692-6901 (TTY 866-346-3642). Information for consumers about MIB may be obtained on its website at www.mib.com.

Standard Insurance Company may also release information in its file to other life insurance companies to whom you may apply for life or health (disability) insurance, or to whom a claim for benefits may be submitted.

33. If I have a question about the Long Term Disability Insurance Plan, who can answer it for me?

For questions about enrollment and administration, contact your payroll, personnel, or benefits office. If you are not able to obtain the information you want from these sources, contact:

Standard Insurance Company
Attn: State of Washington Benefits Team
900 SW 5th Avenue
Portland, OR 97204-1235
Telephone 1-800-368-2860

Eligibility

This section outlines many of the features of your Long Term Disability coverage. Details are provided in the coverage provisions.

To become insured you must: (a) be a Member; (b) complete your Eligibility Waiting Period; and (c) meet the requirements in the sections titled Active Work Provisions and Effective Dates.

Definition of Member

You are a Member if you are an eligible employee as determined by the Public Employees Benefits Board in accordance with Washington Administrative Code Title 182.

Eligibility

You are eligible to apply for coverage on the first day as a Member, but not before the Group Policy Effective Date, subject to the following:

A. Members eligible for Plan A (Basic Insurance) and Plan B (Optional Insurance)

Employees of state government, higher education, participating K-12 school districts and educational service districts, and participating employer groups are eligible for coverage under the Plan A (Basic Insurance) if they are eligible for PEBB benefits as defined in WAC 182-12-115. With the exception of seasonal employees who work a season lasting less than nine months and port commissioners, employees eligible for insurance under Plan A are also eligible for insurance under the optional Plan B.

B. Members eligible for Plan A (Basic Insurance) only

Seasonal employees who work a season lasting less than nine months and port commissioners are only eligible for insurance under Plan A and are not eligible under Plan B.

C. Members eligible for Plan C (Optional Insurance)

Members enrolled in Plan B and **not** eligible to be covered under their Employer's higher education retirement plan.

D. Members eligible for Plan D (Optional Insurance)

Members enrolled in Plan B and eligible to be covered under their Employer's higher education retirement plan.

E. Persons not eligible for any plan

Persons not eligible for an employer contribution under the policy established by the Public Employees Benefits Board.

The above eligibility provisions are subject to changes in Washington Administrative Code Title 182.

RELATIONSHIP TO LAW AND REGULATIONS

The eligibility and enrollment in this Certificate of Insurance (COI) is based on the rules that administer the Health Care Authority's PEBB Benefits Service Program in chapters 182-08 and 182-12 WAC. In the case of a conflict between the rules and the language describing eligibility and enrollment in this COI, the rules shall govern. This agreement shall be interpreted, administered, and enforced according to the laws and regulations of the state of Washington, except as preempted by federal law.

Program Summary

The Basic Plan

The Basic LTD Plan provides a benefit of 60% of the first \$400 per month of Predisability Earnings, reduced by any Deductible Income (see Question 11). The maximum benefit payable is \$240 per month. The minimum benefit is \$50 per month. Benefits begin after 90 days of Disability or after the period of your accumulated sick leave, whichever period is longer, and may continue during your Disability up to the Maximum Benefit Period (see Question 21).

The Optional Plan

This plan allows most employees eligible for the Basic LTD Plan to apply for additional benefits. When combined with Basic benefits, the Optional Plan will pay 60% of the first \$10,000 per month of your Predisability Earnings, reduced by any Deductible Income. The minimum combined benefit is \$100 per month. The Optional Plan benefit will increase in accordance with the Cost of Living Adjustment (COLA) provision as explained in Question 3. Optional Plan benefits begin after the end of the Benefit Waiting Period (see Question 6) and may continue during Disability up to the Maximum Benefit Period.

Employees enrolled in the Optional Plan may also be covered under a retirement supplement benefit as described in Question 4.

Schedule of Benefits

Plan A (Basic Insurance)	Amount of Monthly Benefit
LTD Benefit	60% of the first \$400 of your Predisability Earnings, reduced by Deductible Income.
Maximum	\$240 before reduction by Deductible Income.
Minimum	\$50
Plan B (Optional Insurance)	Amount of Monthly Benefit
LTD Benefit	60% of the first \$10,000 of your Predisability Earnings, reduced by Deductible Income and by any benefits under Plan A.
Maximum	\$6,000 before reduction by Deductible Income and by any benefits under Plan A.
Minimum	\$50 (combined with \$50 minimum from Plan A equals \$100)

Plan C (Optional Retirement Supplement Benefit)	Amount of Monthly Benefit (Payable after serving Retirement Supplement Deferment Period)
For a PERS 1 Member with at least five 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 multiplied by 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 five years of employment with the Employer who is covered under any retirement plan sponsored by the Employer, except a higher education retirement plan	2% of the first \$10,000 of your Predisability Earnings multiplied by the Qualifying Years of Disability, not to exceed 60% of the first \$10,000 of your Predisability Earnings.
For a Member with less than five years of employment with the Employer	None

However, no benefit will be payable if the monthly benefit amount would be less than \$50.

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

Qualifying Years of Disability: The number of years, including fractional parts (complete calendar months) of any year, for which benefits were paid under Plan B.

There will be no monthly Retirement Supplement Benefit for a Member with less than five years of employment with the Employer.

After the Retirement Supplement Deferment Period has been served Plan C benefits are payable for your lifetime.

Plan D (Optional Higher Education Retirement Plan Contribution Benefit)	Amount of Monthly Benefit (Payable while Plan B benefits are payable)
<p>In no case will the benefit exceed 15% of the first \$10,000 of your Predisability Earnings.</p> <p>The amount payable is in addition to any amount payable under Plan B. No benefit is payable under Plan D if benefits are not payable under Plan B.</p> <p>Note: Higher-education employees should contact their benefits office to determine which retirement plan options are available. Please see question 4 on pages 5 and 6 for additional details regarding the payment of this benefit.</p>	<p>The amount payable on your behalf is the sum of:</p> <ol style="list-style-type: none"> 1. The contribution you were required to make to your Employer's mandatory higher education retirement plan as of the date of your Disability, and 2. The contribution made by your Employer to its mandatory higher education retirement plan.

Benefit Waiting Period

Plan A: 90 days, or the period of sick leave for which you are eligible under the Employer's sick leave plan, whichever is longer.

Plan B: 30, 60, 90, 120, 180, 240, 300, or 360 days, depending on your election, or the period of sick leave for which you are eligible under the Employer's sick leave plan, whichever is longer.

Plan D: Your Benefit Waiting Period under Plan B.

Maximum Benefit Period

Plan A, Plan B, and Plan D: Determined by your age when Disability begins, as follows:

Age at Beginning of Disability	Duration of Benefits
61 or younger	To age 65, but not less than 42 months
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and older	12 months

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 Level.
- **Any Occupation Income Level:** 60% of your Indexed Predisability Earnings Level.

See Definition of Disability on page 20 for more information.

Exclusions and Limitations

Pre-existing Condition Exclusion:

The Group Policy contains a pre-existing condition exclusion. This exclusion is waived for Members whose Evidence of Insurability is approved by us.

Pre-existing Condition Period:

The 90-day period prior to the most recent effective date of your insurance under the Employer's group long term disability insurance program.

Exclusion Period:

The period of time until you have been continuously insured for 12 months plus one full day of Active Work.

See Exclusions and Limitations beginning on page 27 for other exclusions and limitations.

Deductible Income

See Deductible Income beginning on page 22 for details and a description of all Deductible Income items.

Social Security Offset:

Full offset

Salary Continuation Offset:

Sick pay, shared leave, and other salary continuation paid to you by your Employer.

Other Provisions

Survivor's Benefit Amount:

A lump sum equal to three times your monthly LTD Benefit (Plan A and Plan B) without reduction by Deductible Income. The LTD Benefit under Plan B will be reduced by any LTD Benefit under Plan A.

COLA Benefit:

The Group Policy contains a Cost of Living Adjustment provision.

Predisability Earnings:

Generally, the monthly rate of earnings in effect on your last full day of Active Work. See definition of Predisability Earnings on page 22 for further description of Predisability Earnings.

Premium Contributions

Plan A (Basic Insurance):

Contributions from Members for insurance under Plan A are not required except for approved sabbatical or educational leave.

Plan B, Plan C, and Plan D (Optional Insurance):

Premium payment is required from Members for insurance under Plan B, Plan C, and Plan D and will depend on the Benefit Waiting Period you select as shown on page 31.

General Information

Enrollment Process/Changing Your Coverage

To enroll in this program or change your coverage, you must complete an enrollment form and return it to your payroll, personnel, or benefits office.

You must complete an enrollment form to:

1. Select additional coverage under Optional LTD Insurance.
2. Apply for a change in your Benefit Waiting Period under Optional Insurance.
3. Authorize payroll deductions for your premium contributions.

You may enroll within 31 days after you become eligible for benefits without Evidence of Insurability for Optional Insurance.

If you do not enroll or make a change during the first 31 days of eligibility for benefits, you must provide Evidence of Insurability that meets our requirements.

Effective Dates

Basic Insurance (Plan A)

Your basic insurance becomes effective as described in WAC 182-12-115 (except that eligibility for employees of participating employer groups may be determined by collective bargaining agreement if approved by the HCA).

Optional Insurance (Plans B, C, and D)

You must apply in writing for Optional Insurance and agree to pay premiums. Subject to the Active Work Provisions on page 30, your insurance becomes effective:

1. The first day of the following calendar month, if you apply within 31 days after you become eligible; or
2. The first day of the calendar month following the date your Evidence of Insurability is approved by Standard Insurance Company, if you apply more than 31 days after you become eligible (late application).

Changes in Benefit Waiting Period under Plan B

You must apply in writing for a change in your Benefit Waiting Period under Plan B. Subject to meeting any applicable Active Work Requirement, the change becomes effective on the first day of the calendar month following:

1. The date you apply, if you apply for a longer Benefit Waiting Period; or
2. The date we approve your Evidence of Insurability, if you apply for a shorter Benefit Waiting Period.

Takeover Provisions

1. If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.
2. You must submit satisfactory Evidence of Insurability to become insured for Optional Insurance if you were eligible for insurance under the Prior Plan for more than 31 days but were not insured.

Insurance Subject to Evidence of Insurability

Insurance subject to Evidence of Insurability becomes effective on the first day of the calendar month following the date we approve Evidence of Insurability, subject to meeting the Active Work Requirement.

Evidence of Insurability

You must complete an *Evidence of Insurability* form for:

- a. Late application for Optional Insurance (more than 31 days after eligibility).
- b. Reducing a Benefit Waiting Period.
- c. Reinstatements, if required.

When Your Insurance Ends

Your insurance ends automatically on the earliest of:

1. The date the last period ends for which you made a premium contribution, if your insurance is Optional.
2. The date the Group Policy terminates.
3. The date your employment terminates.
4. The date the last period ends for which your Employer made a required contribution on your behalf, if you are on a leave of absence without pay, on reduction in force status, or on reversion status.
5. The date you become a full-time member of the armed forces of any country.
6. The date you cease to be a Member. However, if you cease to be a Member because you are not meeting the minimum work requirement, your insurance will be continued during the following periods, unless it ends under 1 through 5 above.
 - 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 24 months of an agency approved sabbatical or educational leave of absence, if your status as a Member terminates because of the leave of absence, subject to the following:
 - i. Your Employer must approve the leave of absence in writing.
 - ii. 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 the scheduled date of return to work.
 - iii. 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 insurance under Plan A. If you become Disabled during the leave, the Benefit Waiting Period will begin on the date you become Disabled.
 - iv. 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 and 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. Predisability Earnings will be your Predisability Earnings in effect immediately prior to the leave of absence.

Continued Insurance During School Vacations

If you cease to be a Member because of a school break or vacation, your Basic LTD insurance will be continued during that period and optional coverage will continue as long as premiums are paid on a timely basis.

Reinstatement of Insurance

If your insurance ends, you may become insured again as a new Member. However, the following requirements 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 Pre-existing 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 Pre-existing 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 or federally 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 or federally mandated Family and Medical Leave Act or law.

Coverage Provisions

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 Proof of Loss.

Definition of Disability

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

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.

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.

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.

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.

Your Work Earnings may be Deductible Income. See Return to Work Incentive below and Deductible Income on page 22.

Return to Work Incentive

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.

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 (above), 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.

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 less than the applicable Allowable Period. (See Definition of Disability on page 20.)

Allowable Periods

1. **During the Benefit Waiting Period:** A total of five days of recovery for every 30 days of the Benefit Waiting Period.
2. **During the Maximum Benefit Period:** 180 days for each period of recovery.

Effect of Temporary Recovery

If your Temporary Recovery does not exceed the Allowable Periods, the provisions 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.

When LTD Benefits End

Your LTD Benefits end automatically on the earliest of:

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

Predisability Earnings

Your Predisability Earnings will be based on your earnings in effect on your last full day of Active Work. Any subsequent change in your earnings 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 do not include:

1. Bonuses.
2. Shift differential pay.
3. Standby pay.
4. Commissions.
5. Supplemental 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) multiplied by 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 multiplied by the average number of hours worked 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 Public Utilities District (PUD), your monthly rate of earnings is 1/12th of your annual compensation (including your percentage of PUD revenue).

Deductible Income

Subject to Exceptions to Deductible Income, Deductible Income means:

1. Sick pay, shared leave, and other salary continuation paid to you by your Employer, but not including vacation pay or annual leave.
2. Your Work Earnings, as described in the Return to Work Incentive on page 24.

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 under Social Security 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 (above), the difference will be Deductible Income.
7. Benefits from your Employer's retirement plan, as follows:
 - a. If you receive a benefit, refund, withdrawal, or distribution from your Employer's retirement plan, your Deductible Income will be the amount you receive.
 - b. If you do not receive a benefit, refund, withdrawal, or distribution from your Employer's retirement plan, your Deductible Income will be the retirement income benefit option that comes closest to providing you a monthly income for life with no survivor's benefit, which 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:

1. A public employees retirement system,
2. A state teachers retirement system, and
3. A plan arranged and maintained by a union or employee association for the benefit of its members.

The Group Policy states the rules which apply to the determination of the amount of your Deductible Income from your Employer's retirement plan.

Deductible Income from your Employer's retirement plan does not include:

- a. The portion of any service retirement benefit you receive which is attributable to your contributions to the plan.
- b. 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.
- c. Any lump sum refund, withdrawal, or distribution of your contributions and earnings you receive because you are not vested under the plan.

- d. A lump sum payment or monthly annuity from a state teachers retirement system or public employees retirement system if you are not eligible for a monthly pension payment because the monthly pension payment would be less than the minimum amount established by the Department of Retirement Systems.
 - e. PERS 2 and PERS 3 disability retirement benefits for which you are eligible but you elect not to receive.
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.

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.

Rules for Deductible Income

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.

Your Duty to Pursue Deductible Income

Unless specifically excluded under this Certificate and Group Policy, 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.

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.

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.

LTD Benefits Payable Under Both Plan A and Plan B

Deductible Income will be deducted from Plan B first if LTD Benefits are payable under both Plan A and Plan B. The amount to be deducted from Plan A is determined as follows:

$X = 60\%$ of the first \$9,600 of your Predisability Earnings over \$400

$Y =$ your Deductible Income

If your Deductible Income (Y) is greater than X , the amount to be deducted from Plan A is $(Y - X)$ plus \$50.

If X is greater than Y , the amount to be deducted from Plan A is \$50 minus $(X - Y)$. However, if the difference between X and Y is \$50 or more, the amount to be deducted from Plan A is zero.

Cost of Living Adjustment Benefit

Eligibility

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

If you have not received LTD Benefits under Plan B 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 LTD Benefits under Plan B for at least 3 of the 12 months preceding such March 1.

COLA Benefit Rules

1. Your LTD Benefits becoming payable under Plan B 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 Plan A, Plan C, or Plan D.

Higher Education Retirement Contributions Benefit (Plan D)

Plan D provides a monthly retirement contributions benefit while LTD Benefits are payable under Plan B, subject to the following provisions:

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

Amount of Higher Education Retirement Contributions Benefit

The Higher Education Retirement Contributions Benefit is shown in the Schedule of Benefits, 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.

When Higher Education Retirement Contributions Benefits End

The Higher Education Retirement Contributions Benefit Plan ends on the earlier of the following dates:

1. The date LTD Benefits cease to be payable under Plan B.
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 Benefits on your behalf.

Other Provisions

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.

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.

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.

Survivor's Benefit

If you die while LTD Benefits are payable, we will pay a survivor's benefit according to 1 through 4 below.

1. The amount of the survivor's benefit is shown in Other Provisions on page 20.
2. The survivor's benefit will first be applied to reduce any overpayment of your claim.
3. The survivor's benefit will be paid at our option to any one or more of the following:
 - a. Your surviving Spouse;
 - b. Your surviving unmarried children under age 25; or
 - c. Any person providing the care and support of any of them.
4. If you are not survived by a Spouse or an unmarried child under age 25, no survivor's benefit will be paid.

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.

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.

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. The Exclusions and Limitations sections will apply to the new cause of Disability.

Exclusions

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.

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.

Pre-existing Condition

1. Definition

Pre-existing Condition means a mental or physical condition for which you have done any of the following at any time during the 90-day Pre-existing Condition Period:

- a. Consulted a physician;
- b. Received medical treatment or services; or
- c. Taken prescribed drugs or medications.

2. Exclusion

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

- a. Continuously insured under the Group Policy or Prior Plan for the entire 12-month Exclusion Period; and
- b. Actively at Work for at least one full day after the end of the Exclusion Period.

Limitations

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.

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.

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, vocational training, or education approved by us unless your Disability prevents you from participating.

Claims

Filing a Claim

You should file a claim as soon as you or your doctor believe you will be disabled for a period longer than your Benefit Waiting Period. Approximately 30 days after a claim is filed, Standard will send you a written decision on your claim. If your claim is approved, the notice will advise you when the first monthly benefit payment will be made.

Report your claim to your payroll, personnel, or benefits office. They will assist you in filing a claim.

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.

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.

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.

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.

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.

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.

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.

Assignment

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

Allocation of Authority

Except for those functions which the Group Policy specifically reserves to the Policyholder, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

1. The right to resolve all matters when a review has been requested.
2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it.
3. The right to determine:
 - a. Your eligibility for insurance (with exceptions, see below).
 - b. Your entitlement to benefits.
 - c. The amount of benefits payable to you.
 - d. The sufficiency and the amount of information we may reasonably require to determine a, b, or c above.

Subject to the review procedures of the Group Policy, any decision we make in the exercise of our authority is conclusive and binding.

Appeals of determinations of ineligibility for insurance coverage

Decisions based on compliance with the eligibility and enrollment language in this COI may be appealed to the Health Care Authority. All appeals must be received by the PEBB Appeals Manager within 90 days from the date that their appeal was denied by Standard Insurance Company. Guidance on filing an appeal can be obtained in WAC chapter 182-16 (which governs appeals), the HCA Web site's "Contact Us" page (www.pebb.hca.wa.gov) or by contacting the PEBB Appeals Manager through the PEBB Benefits Services Program customer service phone line at 1-800-200-1004.

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; or
2. The end of the period within which Proof of Loss is required to be given.

Incontestability Provisions

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.

Incontestability of Group Policy

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

No misrepresentation by the Policyholder 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 a copy of a written instrument signed by the Policyholder 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.

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 below.

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.

Active Work Provisions

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 Optional Insurance, your Optional 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.

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.

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.

Optional Plan Premium Rates (Effective January 1, 2009)

Payroll Deduction as a Percent of Predisability Earnings

Benefit Waiting Period	Higher Education Retirement Plan Employees	TRS, PERS, & Other Retirement Plan Employees
30 days	2.48%	1.96%
60 days	1.26%	1.04%
90 days	.69%	.57%
120 days	.40%	.34%
180 days	.30%	.27%
240 days	.29%	.26%
300 days	.27%	.24%
360 days	.26%	.23%

Multiply your monthly base pay (up to \$10,000) by the percentage shown for the desired Benefit to calculate your Optional Plan LTD premium Waiting Period.

Examples:

If you are eligible to, or do, participate in your Employers higher education retirement plan and your monthly earnings are \$1,000, the 60-day Benefit Waiting Period would cost \$12.60 per month (1.26% x \$1,000 = \$12.60).

If you are eligible to, or do, participate in TRS, PERS, or a retirement plan other than a higher education retirement plan and your monthly earnings are \$1,000, the 60-day Benefit Waiting Period would cost \$10.40 per month (1.04% x \$1,000 = \$10.40).

Appendix A: Forms

- Long Term Disability (LTD) Enrollment/Change Form
- Long Term Disability Evidence of Insurability Form

Public Employees Benefits Board (PEBB) Program
Underwritten by Standard Insurance Company

**Long Term Disability (LTD)
Enrollment/Change Form**

Employees	Personnel, payroll, or benefits office staff
<ul style="list-style-type: none"> Type or print clearly in ink. If you do not wish to enroll in optional LTD coverage, complete Sections 1 & 2. If you wish to enroll in or change optional LTD coverage, complete Sections 1 & 3. Your personnel, payroll, or benefits office will automatically enroll you in Part A (Basic) LTD coverage. Return this form to your personnel, payroll, or benefits office. If you're requesting optional coverage that requires prior approval, you must also complete the LTD Evidence of Insurability Form and send it to Standard Insurance Company. 	<ul style="list-style-type: none"> Review Sections 1 – 3 for completeness and accuracy, and complete Section 4. Do not send the form to Standard Insurance Company or the PEBB Program.

SECTION 1: PERSONAL INFORMATION Employee completes this section.

Social Security Number	Employee I.D. Number	Last Name	First Name	Middle Initial
Street Address		Apartment Number	City	State
				ZIP Code + 4
Agency Name	Agency Code	Date of Birth	<input type="checkbox"/> Male <input type="checkbox"/> Female	Phone Number – Daytime
				Phone Number – Evening

SECTION 2: BASIC LTD COVERAGE ONLY Employee completes this section.

Your employer pays for Plan A (Basic) LTD coverage. Your personnel, payroll, or benefits office will enroll you in this coverage at no cost to you.

If you wish to enroll in Plan A (Basic) LTD coverage only and do not wish to enroll in optional LTD coverage, sign and date below.

I hereby reject my opportunity to enroll in optional long term disability coverage. By signing this form, I declare that the information I have provided is true, complete, and correct. I understand that knowingly providing false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company is a crime, and can result in imprisonment, fines, and denial of insurance benefits.

This form replaces all previous forms and submissions I have made for PEBB long term disability coverage.

Employee's signature _____ Date _____

SECTION 3: BASIC AND OPTIONAL LTD COVERAGE Employee completes this section.

<p>I wish to:</p> <p><input type="checkbox"/> Enroll in optional LTD coverage; choose a waiting period.</p> <p><input type="checkbox"/> Increase the waiting period for my LTD coverage; choose a waiting period.</p> <p><input type="checkbox"/> Decrease the waiting period for optional LTD coverage; choose a waiting period.</p> <p><input type="checkbox"/> Cancel my optional LTD coverage.</p> <p>If you wish to enroll in optional LTD coverage after 31 days of becoming newly eligible for PEBB coverage, or decrease the waiting period for your optional LTD coverage, you must also complete the LTD Evidence of Insurability Form.</p> <p>By signing this form, I declare that the information I have provided is true, complete, and correct. I understand that knowingly providing false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company is a crime, and can result in imprisonment, fines, and denial of insurance benefits.</p> <p>I allow my employer to deduct money from my earnings to pay for any optional insurance I requested and approved by Standard Insurance Company. This form replaces all previous forms and submissions I have made for PEBB long term disability insurance.</p> <p>Employee's signature _____ Date _____</p>	<p>Choose a waiting period:</p> <p><input type="checkbox"/> 30 days</p> <p><input type="checkbox"/> 60 days</p> <p><input type="checkbox"/> 90 days</p> <p><input type="checkbox"/> 120 days</p> <p><input type="checkbox"/> 180 days</p> <p><input type="checkbox"/> 240 days</p> <p><input type="checkbox"/> 300 days</p> <p><input type="checkbox"/> 360 days</p>
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SECTION 4: AGENCY/CARRIER INFORMATION Personnel, payroll, or benefits office completes this section.

Current Agency Hire Date	Initial Eligibility Date for PEBB Benefits	Effective Date of Optional Coverage <i>(if no approval required)</i>	Standard Insurance Company has:
Employee's Monthly Earnings	Employee's Current Coverage		<input type="checkbox"/> Approved
\$	<input type="checkbox"/> Basic LTD only <input type="checkbox"/> Optional LTD—waiting period _____ days		Effective date _____
			<input type="checkbox"/> Declined
			<input type="checkbox"/> Pended—information incomplete

2008 PEBB LONG TERM DISABILITY INSURANCE CONTRACTOR

Standard Insurance Company, Attn: Medical Underwriting Department, 900 SW 5th, Portland, OR 97204-1282
Phone: 1-800-368-2860

**Public Employees Benefits Board (PEBB) Program
Underwritten by Standard Insurance Company**

Long Term Disability (LTD) Evidence of Insurability Form

Use this form if applying for long term disability insurance that requires approval from Standard Insurance Company.

- Type or print clearly in ink.
- Complete Sections 1 – 4 below.

- Read the Information Practices Notice at the end of this form.
- **Return this completed form to Standard** (see address on next page).

SECTION 1: EMPLOYEE PERSONAL INFORMATION

Social Security Number	Last Name	First Name	M.I.	Employee I.D. Number
Street Address			City	State ZIP Code + 4
Agency Name	Agency Code	Date of Birth	<input type="checkbox"/> Male <input type="checkbox"/> Female	Phone Number – Daytime ()
Occupation		Birthplace	Phone Number – Evening ()	
			Monthly Salary	

SECTION 2: TYPE OF ENROLLMENT/CHANGE THAT REQUIRES APPROVAL

I wish to: Enroll in the optional LTD plan after 31 days of becoming newly eligible for PEBB coverage; choose a waiting period.
 Decrease the waiting period for optional LTD coverage; choose a waiting period.

Choose a waiting period: 30 days 60 days 90 days 120 days 180 days 240 days 300 days 360 days

SECTION 3: EVIDENCE OF INSURABILITY INFORMATION

Check yes or no for each question, and give details for any "yes" answers on page 2.

<p>1. Have you had any physical, mental, or emotional condition, injury, sickness, or surgery in the past 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>2. Have you consulted or been attended by a physician or practitioner for any cause in the past 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3. Are you now unable to work full-time because of any physical, mental, or emotional condition, injury, or sickness? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>4. Has a medical professional ever treated you for, diagnosed you as having, or prescribed medication for you for any of the following: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>a. High blood pressure, cardiovascular disease, heart ailment, arteriosclerosis, or stroke? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>b. Mental condition, depression, epilepsy, or nervous system disorder? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>c. Cancer, diabetes, or nephritis? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>d. Arthritis, strained or injured back, slipped disc, or any bone, joint, or muscle disorder? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>e. Lung, kidney, stomach, genital, urinary, liver, pancreas, or intestinal ailment? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>f. Blindness or deafness? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>g. An immune system disorder not related to Human Immunodeficiency Virus (HIV)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>5. Has a medical professional ever diagnosed you as having or prescribed medication to you for Acquired Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC), or HIV infection? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>6. Have you sought or received advice or treatment for the use of alcohol or drugs in the past 10 years? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>7. In the past 10 years have you had a persistent cough, unintentional weight loss of 10 pounds or more, persistent fatigue, persistent lymph node enlargement, prolonged night sweats, pneumonia, lesions or growth? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>8. Do you take medication for any physical, mental or emotional condition, injury, or sickness? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>9. Do you plan any operation or visit to the doctor or practitioner for an existing physical, mental or emotional condition, injury, or sickness? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>10. Have you ever been declined for insurance or offered a rated or restricted policy, either as a new policy or reinstatement? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>11. Are you now pregnant? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Height: _____ Weight: _____</p>
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Physician or Medical Facility with Applicant's Complete Medical Records

Name: _____	Phone Number: _____
Address: _____	City / State / Zip: _____

continued on back

Provide details for any "yes" answers below. Use a separate sheet if needed.

Question Number	Description of Injuries, Disorders, and Operations	Month/Year	Duration	Final Result	Health Care Providers Consulted Address/City/State

SECTION 4: ACKNOWLEDGEMENT AND AUTHORIZATION FOR RELEASE OF INFORMATION

I UNDERSTAND AND AUTHORIZE THE FOLLOWING:

I represent that the information I provide to Standard Insurance Company (The Standard) is true and complete. I understand that The Standard relies on the truthfulness of my information to decide if I qualify for optional long term disability insurance coverage. If I provide false or incomplete information which is material to The Standard's decision about my coverage, The Standard may rescind my insurance coverage and/or deny claim payments. I agree to notify The Standard if my medical condition changes while this application is pending.

If Standard approves my application, the Group Policy will determine my insurance coverage including coverage start date. I must meet any Group Policy Active Work Requirement to become insured. If Standard denies my application, their liability is limited to a refund of premium that I may have paid.

To any health plan, health care provider or facility, pharmacy, laboratory, insurance or reinsurance company, and the MIB Inc. (MIB):

I instruct you to release my entire medical records and other protected health information (except for psychotherapy notes) to The Standard or its reinsurers. This includes information on 1) any disorder of the immune system, including Acquired Immune Deficiency Syndrome (AIDS) or other related syndromes or complexes; 2) any communicable or sexually transmitted disease or disorder; and 3) the diagnosis and treatment of mental illness and the use of alcohol, drugs and tobacco.

This replaces any previous agreements I have made to limit the release of my protected health information.

The Standard will use information obtained about me to decide my eligibility for optional long term disability insurance coverage. The Standard may share information it has about me to 1) reinsurers; 2) persons performing services for The Standard regarding my application; 3) the MIB, to report to the MIB information exchange and for MIB to audit The Standard's reporting; 4) other insurance companies I have applied for insurance coverage or benefits; and 5) others with my authorization or otherwise permitted by law.

The Privacy Rule under the Health Insurance Portability and Accountability Act (HIPAA) does not apply to disability insurance coverage, and does not protect the release of information to The Standard.

I have received and read the Information Practices Notice and Fraud Notice on the back of this form.

I have kept a copy of this form for my records. I may receive a copy of this form from The Standard at any time.

This authorization will remain valid for six months from the date of my signature below. A copy or fax of this authorization is as valid as the original.

I may refuse to sign this form or revoke it at any time by sending a written request to The Standard, However, if I do, The Standard may deny coverage. My revocation does not apply until after received by The Standard.

Employee's signature (required)	Date
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2009 PEBB LONG TERM DISABILITY INSURANCE CONTRACTOR - Standard Insurance Company

Attn: Medical Underwriting Department, 900 SW Fifth Avenue, Portland, OR 97204-1282 Phone: 1-800-843-7979

Information Practices Notice

- To help us determine your eligibility for group insurance we may request information about you from other people and organizations. For example, we may request information from your doctor or hospital, other insurance companies, or MIB, Inc. (MIB), formerly known as Medical Information Bureau. We will use the authorization you signed on this form when we seek this information.
- MIB -Information regarding your insurability will be treated as confidential. Standard Insurance Company or its reinsurers may, however, make a brief report thereon to the MIB, a not-for-profit membership organization of insurance companies, which operates an information exchange on behalf of its Members. If you apply to another MIB Member company for life or health (including short and long term disability) insurance coverage, or a claim for benefits is submitted to such a company, MIB, upon request, will supply such company with the information in its file.

Upon receipt of a request from you, MIB will arrange disclosure of any information it may have in your file. Please contact MIB at 866-692-6901 (TTY 866-346-3642). If you question the accuracy of information in MIB's file, you may contact MIB and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act. The address of MIB's information office is: 50 Braintree Hill Park, Suite 400, Braintree, Massachusetts 02184-8734.

Standard Insurance Company may release information in its file to its reinsurers, and Standard Insurance Company, or its reinsurers, may release information in its file to other insurance companies to whom you may apply for life or health (including short and long term disability) insurance, or to whom a claim for benefits may be submitted. Information for consumers about MIB may be obtained on its website at www.mib.com.

- DISCLOSURE TO OTHERS – The information collected about you is confidential. We will not release any information about you without your authorization, except to the extent necessary to conduct our business or as required or permitted by law.
- YOUR RIGHTS - You have a right to know what information we have about you in our underwriting file. You also have a right to ask us to correct any information you think is incorrect. We will carefully review your request and make changes when justified. If you would like more information about this right or our information practices, please contact us at: Medical Underwriting, Standard Insurance Company, 900 SW Fifth Avenue, Portland, Oregon 97204-1282 or call 1-800-843-7979.

FRAUD NOTICE - Some states require us to inform you that any person who knowingly and with intent to injure, defraud or deceive an insurance company, or other person, files a statement containing false or misleading information concerning any fact material hereto commits a fraudulent insurance act which is subject to civil and/or criminal penalties, depending upon the state. Such actions may be deemed a felony and substantial fines may be imposed.

