## **SOUTH TEXAS ISD**

Long-Term Disability Income Insurance

## **Plan Benefit Highlights**

## Eligibility

As defined by the policyholder or employer.

## Benefits are Payable

Benefits are payable up to age 65 for a covered Injury or sickness. After age 65, the benefit period will be extended to the greater of 12 months or your Social Security Normal Retirement Age.

### **Disability Benefit**

60% of your Monthly Compensation, not to exceed a maximum covered Monthly Compensation of \$12,500; and the amount for which premium is being paid. If applicable, the insured's Disability Benefit will be reduced by Deductible Sources of Income.

Disability Benefit - 60% of Your Monthly Compensation		
Plan 1	On the 91st day of Disability due to a covered injury or Sickness.	*\$7.00

#### **Accidental Death Benefit**

A lump sum of \$10,000 will be paid to the designated beneficiary if you die as the direct result of an Injury within 90 days after the Injury.

#### Survivor Benefit

A lump sum benefit equal to 3 times the Disability payment will be paid if on the date of the insureds death their Disability had continued for 90 or more consecutive days and you were receiving or entitled to receive Disability payments. The Survivor Benefit may be paid earlier if you have a terminal illness.

#### Waiver of Premium

No premium payments are required while you are receiving payments under the plan after disability payments have been received for 90 consecutive days. We will require proof annually that you remain disabled during that time.

## **Donor Benefit**

If you are disabled as a result of being an organ or tissue donor, we will pay your benefit as any other sickness under the terms of the plan.

### Offsets With Other Sources of Income

Deductible Sources of Income include: Other group disability income; Governmental or other retirement system, whether due to disability, normal retirement or voluntary election of retirement benefits; United States Social Security Act or similar plan or act, including any amounts due your dependent(s) on account of your disability; State Disability; Unemployment compensation; Sick leave or other salary or wage continuance plans provided by the Employer which extend beyond 90 calendar days from the date of disability. We reserve the right to estimate these Deductible Sources of Income that you may receive as defined in your Certificate.

#### **Minimum Disability Benefit**

The Minimum Disability Benefit is 10% of the Monthly Disability Benefit or \$100.00, whichever is greater.

## If You Are Disabled Due to a Covered Disability and Not Working

Your Disability payment will be the Disability Benefit described in the benefit schedule less any Deductible Sources of Income you receive or are entitled to receive. No disability payment will be provided for any period in which you are not under the regular and appropriate care of a physician.

**Disability** or disabled for the first 24 months of disability means that you are unable to perform the material and substantial duties of your regular occupation. After that, disability means you are unable to perform the material and substantial duties of any gainful occupation for wage or profit for which you are reasonably qualified by training, education, or experience.

## Return To Work Incentives: Disabled and Working

If you are disabled and working, you may be eligible to continue to receive a percentage of your disability payment in addition to your disability earnings. If your disability earnings exceed 80% of your monthly compensation, payments will stop and your claim will end.

## Family Care Benefit

If you are disabled and working and have one or more eligible family members, you may be eligible for a family care benefit. This benefit is for expenses incurred up to 25% of your monthly disability benefit. Your disability earnings, gross disability benefit, and family care benefit cannot exceed 100% of your monthly compensation. Payment of this benefit ends when you cease to be eligible for benefits under the Disabled and Working provision of the policy.

### Worksite Accommodation

As a part of our claim's evaluation process, if worksite modifications may assist your return to work, we will evaluate your claim for appropriate action.

#### **Mental Illness Limited Benefit**

If you are disabled due to a mental illness, benefits will be provided for up to 2 years, not to exceed the maximum disability period.

## **Alcoholism and Drug Addiction Limited Benefit**

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

## **Special Conditions Limited Benefit**

If you are disabled due to special conditions and under the regular and appropriate care of a physician, benefits will be provided for up to 2 years. Special conditions mean: chronic fatigue syndrome; fibromyalgia; any disease, disorder, accident or injury of the neck or back not resulting in hemiplegia, paraplegia, or quadriplegia; environmental allergic illness including, but not limited to sick building syndrome and multiple chemical sensitivity; and self-reported symptoms. Self-reported symptoms are symptoms that the insured tells their physician that are not verifiable using tests, procedures or clinical examinations. Examples include: headaches, pain, fatigue, stiffness, soreness, ringing in ears, dizziness, numbness, or loss of energy.

## **Pre-Existing Condition Limitation**

No Disability Benefit will be payable if Disability is caused by or resulting from a Pre-Existing Condition and begins before you have been continuously covered under the policy for 24 months. This provision will not apply if you have: gone treatment-free; incurred no expense; taken no medication; and received no diagnosis or advice from a physician, for 12 consecutive months for such condition(s).

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

Any increase in benefits will be subject to this Pre-Existing Condition limitation. A new Pre-Existing Condition period must be met with respect to any increase applied for and approved by us.

**Pre-existing condition** means a disease, Injury, Sickness, physical condition or mental illness for which you: had treatment; incurred expense; took medication; received care or services including diagnostic testing or related measures; or received a diagnosis or advice from a physician, during the 12 month period immediately before your effective date of coverage. The term pre-existing condition will also include conditions which are related to such disease, injury, sickness, physical condition, or mental illness.

<sup>\*</sup> Monthly Premium per Employee.

#### **Exclusions**

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

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

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

Your coverage may be continued for up to 1 year during a leave of absence approved in writing by your employer. Coverage will continue as long as the group policy remains in force, the premiums are paid and you remain eligible for the coverage under the policy. Your coverage will end when you no longer qualify as an insured, you retire, you are not on active employment, or your employment terminates. Your coverage can be terminated on any premium due date with 31 days advance notice. If premium rates are increased, we will provide a 60 day advance notice.



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