

## **Section 4: Optional Benefits**

**Note: PEBB publishes this section of the Summary Plan Description (SPD) independent of the SPD. The SPD incorporates it by reference.** You may print a copy from the PEBB Web site. If you do not have access to the Internet, please ask your agency to provide a copy.

PEBB offers eligible employees the opportunity to select optional benefits. This section summarizes the following plans.

- **Optional Employee and Spouse or Domestic Partner Life Insurance** (beyond the employer provided \$25,000 basic employee insurance) for the employee, the employee's spouse or domestic partner
- **Dependent Life Insurance for the employee's spouse or domestic partner**, and eligible children
- **Short and Long Term Disability Insurance** for the employee only. (This option is not available for seasonal or intermittent employees.)
- **Accidental Death and Dismemberment Insurance** for the employee, or the employee and eligible dependents
- **Healthcare and Dependent Care Flexible Spending Accounts (FSAs)**
- **Long Term Care Insurance** for the employee, spouse or domestic partner, dependents and certain extended family members

The employer provides no benefit amount toward the cost of optional benefits. Optional benefits are voluntary choices you purchase on your own. Monthly premium payments or contributions for these benefits are your responsibility. When optional benefits become effective, your payroll deducts the insurance premium or FSA contribution from your pay. Your pay stub or statement shows the monthly deductions.

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## ***Life Insurance***

This subsection summarizes the group Optional Life Insurance plan available through PEBB. It is a summary only. For full details, see the Certificate of Insurance on the PEBB Web site. The controlling provisions of the plan are in the group policy issued by Standard Insurance Company. The information presented in this summary and in the Certificate of Insurance in no way modifies that group policy or the insurance coverage.

### **Eligibility for Coverage**

To be eligible for Optional Life insurance, you must be one of the following:

- An active employee of the State of Oregon who is regularly scheduled to work and who meets the terms of eligibility outlined in the PEBB Administrative Rules.
- A retiree of the State of Oregon who:
  - Retired under the employer's retirement plan during the month of December 2001 and whose insurance under the group policy as an active employee terminated on or after January 1, 2002; or
  - Retired under the Employer's retirement plan on or after January 1, 2002, and was insured as an active employee under the group policy on the day before retirement.

The following dependents are eligible for coverage if they meet eligibility requirements of the PEBB Administrative rules:

- Spouse
- Domestic partner
- Your child or your spouse's or domestic partner's child

Employees and dependents who are full-time members of the armed forces of any country are not eligible for coverage.

### **Amounts of Life Insurance for Active Employees**

**Basic Life Insurance for Active Employees:** \$25,000. Your employer and PEBB pay the premiums for this coverage.

#### **Optional Life Insurance for Active Employees and their Spouse or Domestic Partner:**

- Employee: Any multiple of \$20,000, up to \$600,000. You pay the premiums. Newly eligible employees have a guarantee issue choice (medical history not required) of \$20,000 or \$40,000 if enrolled within 60 days of eligibility.
- Spouse or domestic partner: Any multiple of \$20,000, up to \$400,000. You pay the premiums. Newly eligible spouse or domestic partners have a guarantee issue (medical history not required) of \$20,000 if enrolled within 60 days of eligibility

**Note:** If you are covered as both an employee and a spouse or domestic partner, the combined maximum amount is \$600,000.

**Dependent Life Insurance for Spouse or Domestic Partner and Eligible Children of Active Employees:** \$5,000. You pay the premiums. The rate is \$1.29 per month to cover all dependents.

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## Evidence of Insurability

### Evidence of insurability is required when you apply for:

- Any amount of coverage more than 60 days after becoming eligible for the coverage.
- More than the guarantee issue amount of \$40,000 of Employee Optional Life coverage when you are first eligible to apply.
- More than the guarantee issue amount of \$20,000 of Spouse or Domestic Partner Optional Life coverage when you are first eligible to apply.
- An elective increase in coverage.
- Re-application for coverage that has lapsed.
- Re-application after converting coverage to an individual policy.

## Coverage during Retirement

If you are insured for life insurance under this program immediately prior to your retirement under the State of Oregon's retirement plan, you may elect to continue up to 50 percent of the total amount of your Employee Basic and Optional Life insurance in effect on the day before your retirement (in increments of \$2,500 not to exceed \$200,000). You must apply for coverage within 60 days after your retirement and agree to pay the cost of coverage.

At age 65 and older, the amount available to you as a retiree decreases to a percentage of the amount determined above, as follows:

<u>Your Age</u>	<u>Percentage</u>
65 – 69	65%
70 – 74	50%
75 or older	35%

Your spouse or domestic partner and any children are not eligible for coverage during your retirement.

**Note:** If you return to work and become eligible for coverage as an active employee, your retiree coverage will end.

## Effective Date of Coverage

**Basic Life Insurance for Employees:** The day when your PEBB medical or dental coverage becomes effective.

### **Optional Life Insurance for Employee and Spouse or Domestic Partner:**

- **For amounts that do not require evidence of insurability:** The first day of the calendar month following the date you enroll for the coverage.
- **For amounts subject to evidence of insurability:** The first day of the calendar month following the date The Standard approves evidence of insurability.

**Dependent Life Insurance for Spouses/Domestic Partners and Children:** The first day of the calendar month following the date you enroll for the coverage.

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### **Actively at Work Requirement**

You must meet the Actively at Work Requirement for any coverage or increase in coverage to become effective. If you are incapable of Active Work because of Sickness, Injury or Pregnancy on the day before the scheduled effective date of your insurance or an increase in your insurance, your insurance or increase 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.

You will also meet the Active Work requirement 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.

### **Additional Benefits**

**Repatriation Benefit for Employees:** If you die while more than 200 miles away from home, The Standard will pay an additional benefit to reimburse the cost to transport your body to a mortuary near your home, up to the lesser of \$5,000 or 10 percent of the life insurance benefit payable for your death. The Standard will pay the benefit to the person who incurs the costs of transportation.

**MEDEX Travel Assist Benefit:** The Standard includes a travel assistance program that provides a full range of 24-hour medical, legal and travel assistance services to you and your dependents when you travel more than 100 miles from home or in a foreign country.

<http://www.standard.com/eforms/12092w.pdf>

### **Designating a Beneficiary**

When you enroll for coverage, you should name a beneficiary or beneficiaries to receive death benefits. You may do this online or by completing the appropriate form. Your designation must be dated and delivered to your employer during your lifetime. If you name more than one beneficiary, they will share equally unless you specify otherwise. You may change beneficiaries at any time without the consent of the beneficiary.

If you do not name a beneficiary or your named beneficiary dies before you, The Standard will pay benefits in equal shares to the first surviving of the following: your spouse; your children; your parents; your estate.

You are the beneficiary of benefits paid on the death of your spouse or domestic partner or child.

### **Payment of Benefits**

For amounts less than \$10,000, The Standard issues a check to the beneficiary. The Standard pays amounts of \$10,000 or more to the beneficiary by depositing funds into Standard Secure Access — a no fee, interest-bearing draft account. The beneficiary receives a personalized checkbook and has complete control of the account. Beneficiaries can write checks as needed or for the full amount. This arrangement allows beneficiaries to earn interest on the benefit while they consider financial decisions.

### **Coverage during Total Disability**

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If you become totally disabled (as determined by The Standard) while insured as an active employee under the group policy and while under age 60, you may continue your coverage without payment of premium. You must provide The Standard with satisfactory proof of your continuing total disability, and you must remain totally disabled during a six-month waiting period. If The Standard approves your claim, The Standard will refund premiums paid during the waiting period.

So long as you remain totally disabled and eligible for coverage under this provision, you will not be required to pay premiums, and your coverage will continue through your lifetime.

Totally Disabled means you are unable, as a result of sickness or accidental injury, to perform with reasonable continuity the material duties of any gainful occupation for which you are reasonably fitted by education, training and experience.

### **Accelerated Benefit**

If you qualify for continued benefits during total disability and you are terminally ill with a life expectancy of 12 or fewer months, you may be eligible to receive up to 75 percent of your Basic and Optional Life coverage (to a maximum of \$450,000).

This benefit allows you to use the proceeds as you desire. The amount of life insurance payable upon your death is reduced by the accelerated benefit paid and an interest charge. However, The Standard will pay at least 10 percent of the original life coverage amount at that time even if interest charges on the accelerated amount would have exhausted the remaining benefits over time. If you recover from your condition after receiving this benefit, The Standard will not ask you for a refund.

### **Continuation of Insurance if Employment Ends (Portability)**

If your employment ends you may be eligible to continue your Optional Life coverage. You must apply within 60 days following the date your employment ends.

You may continue any multiple of \$20,000, up to the amount of your Optional Life Insurance in effect on the date your employment ends. If you elect to continue your Optional Life, you also may elect to continue any multiple of \$20,000 of your spouse or domestic partner Optional Life insurance coverage, up to the amount in effect on the date your employment ends. You may not continue coverage under this provision if you are retiring or are totally disabled, or if you convert your coverage to an individual policy.

Coverage continued under this provision will be subject to all terms of the group policy.

**Note:** If you die, your spouse or domestic partner may continue his or her Optional Life Insurance.

### **Right to Convert**

If your coverage or a dependent's coverage ends or is reduced, you may be eligible to convert the terminated amounts to certain types of individual life insurance policies without providing evidence of insurability. You must apply and pay premiums within 60 days after group coverage ends or is reduced.

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You may not convert coverage amounts for which you have received an accelerated benefit.

### **Suicide Exclusion**

The suicide exclusion applies to Optional Life insurance for yourself and your spouse or domestic partner. If the death results from suicide or other intentionally self-inflicted injury while sane or insane, The Standard will not pay amounts that have not been continuously in effect for at least two years on the date of death.

### **When Coverage Ends**

Your Basic and Optional Life coverage ends automatically on the earliest of the following:

- The date the last period ends for which a premium was paid (except if premiums are waived while you are totally disabled)
- The date you cease to meet the terms of eligibility outlined in PEBB Administrative Rules
- The date you become a full-time member of the armed forces
- The date the group policy ends.

Optional life insurance for your spouse or domestic partner and dependent life insurance ends automatically on the earliest of the following:

- The date you cease to be insured
- Five months after the date you die (no premiums are charged for this period of coverage)
- The date the last period ends for which a premium was paid for the coverage
- The last day of the month in which a dependent loses eligibility under PEBB Administrative Rules
- For a child who is disabled, 90 days after The Standard mails you a request for proof of disability and you do not provide this proof.

### **Claims**

To make a claim, the claimant must submit to The Standard proof that a death or total disability occurred and any other information The Standard may reasonably require in support of the claim. For a claim for continued coverage during total disability, The Standard may have you examined by a specialist of The Standard's choice at reasonable intervals. For death claims, The Standard may have an autopsy performed at The Standard's expense, except where prohibited by law.

The Standard will provide the claimant a written decision on the claim within a reasonable time after The Standard receives the claim. If the claimant does not receive a decision from The Standard within 90 days, the claimant can request a review as if the claim were denied.

If The Standard denies any part of the claim, The Standard will provide the claimant a written notice of denial containing the reasons for the decision, reference to the parts of the group policy supporting the decision, a description of any additional information needed to support the claim, and information on the claimant's right to a review of the decision.

If the claimant wants The Standard to conduct a review of the denial, the claimant:

- Must request the review in writing within 60 days after receiving notice of the denial.
- May include written comments or other items to support the claim.
- May review any non-privileged information that relates to the request for review.

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The Standard will review the claim promptly after receiving the request. The Standard will send the claimant a notice of the final decision within 60 days after receiving the request for review, or within 120 days if special circumstances require an extension. The notice will include the reasons for the decision and will refer to the relevant parts of the group policy that support the decision.

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**Premium Rates**

<b>Employee Optional Life Insurance Monthly Premium Rates</b>											
Age >	Thru 24	25- 29	30- 34	35- 39	40- 44	45- 49	50- 54	55-59	60-64	65-69	70& up
Rate Per \$10,000 >	\$0.44	\$0.52	\$0.67	\$0.74	\$0.81	\$1.26	\$1.85	\$3.48	\$5.40	\$10.36	\$16.80
<b>AMOUNT</b>											
\$20,000	0.89	1.04	1.33	1.48	1.63	2.52	3.7	6.96	10.8	20.72	33.6
\$40,000	1.78	2.07	2.66	2.96	3.26	5.03	7.4	13.91	21.61	41.44	67.19
\$60,000	2.66	3.11	4	4.44	4.88	7.55	11.1	20.87	32.41	62.16	100.79
\$80,000	3.55	4.14	5.33	5.92	6.51	10.06	14.8	27.82	43.22	82.88	134.38
\$100,000	4.44	5.18	6.66	7.4	8.14	12.58	18.5	34.78	54.02	103.6	167.98
\$120,000	5.33	6.22	7.99	8.88	9.77	15.1	22.2	41.74	64.82	124.32	201.58
\$140,000	6.22	7.25	9.32	10.36	11.4	17.61	25.9	48.69	75.63	145.04	235.17
\$160,000	7.1	8.29	10.66	11.84	13.02	20.13	29.6	55.65	86.43	165.76	268.77
\$180,000	7.99	9.32	11.99	13.32	14.65	22.64	33.3	62.6	97.24	186.48	302.36
\$200,000	8.88	10.36	13.32	14.8	16.28	25.16	37	69.56	108.04	207.2	335.96
\$220,000	9.77	11.4	14.65	16.28	17.91	27.68	40.7	76.52	118.84	227.92	369.56
\$240,000	10.66	12.43	15.98	17.76	19.54	30.19	44.4	83.47	129.65	248.64	403.15
\$260,000	11.54	13.47	17.32	19.24	21.16	32.71	48.1	90.43	140.45	269.36	436.75
\$280,000	12.43	14.5	18.65	20.72	22.79	35.22	51.8	97.38	151.26	290.08	470.34
\$300,000	13.32	15.54	19.98	22.2	24.42	37.74	55.5	104.34	162.06	310.8	503.94
\$320,000	14.21	16.58	21.31	23.68	26.05	40.26	59.2	111.3	172.86	331.52	537.54
\$340,000	15.1	17.61	22.64	25.16	27.68	42.77	62.9	118.25	183.67	352.24	571.13
\$360,000	15.98	18.65	23.98	26.64	29.3	45.29	66.6	125.21	194.47	372.96	604.73
\$380,000	16.87	19.68	25.31	28.12	30.93	47.8	70.3	132.16	205.28	393.68	638.32
\$400,000	17.76	20.72	26.64	29.6	32.56	50.32	74	139.12	216.08	414.4	671.92
\$420,000	18.65	21.76	27.97	31.08	34.19	52.84	77.7	146.08	226.88	435.12	705.52
\$440,000	19.54	22.79	29.3	32.56	35.82	55.35	81.4	153.03	237.69	455.84	739.11
\$460,000	20.42	23.83	30.64	34.04	37.44	57.87	85.1	159.99	248.49	476.56	772.71
\$480,000	21.31	24.86	31.97	35.52	39.07	60.38	88.8	166.94	259.3	497.28	806.3
\$500,000	22.2	25.9	33.3	37	40.7	62.9	92.5	173.9	270.1	518	839.9
\$520,000	23.09	26.94	34.63	38.48	42.33	65.42	96.2	180.86	280.9	538.72	873.5
\$540,000	23.98	27.97	35.96	39.96	43.96	67.93	99.9	187.81	291.71	559.44	907.09
\$560,000	24.86	29.01	37.3	41.44	45.58	70.45	103.6	194.77	302.51	580.16	940.69
\$580,000	25.75	30.04	38.63	42.92	47.21	72.96	107.3	201.72	313.32	600.88	974.28
\$600,000	26.64	31.08	39.96	44.4	48.84	75.48	111	208.68	324.12	621.6	1007.88

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<b>Spouse or Domestic Partner Optional Life Insurance</b>											
<b>Monthly Premium Rates</b>											
Age >	Thru 24	25- 29	30- 34	35- 39	40- 44	45- 49	50- 54	55-59	60-64	65-69	70& up
Rate Per \$10,000 >	\$0.44	\$0.52	\$0.67	\$0.74	\$0.81	\$1.26	\$1.85	\$3.48	\$5.40	\$10.36	\$16.80
<b>AMOUNT</b>											
\$20,000	0.89	1.04	1.33	1.48	1.63	2.52	3.7	6.96	10.8	20.72	33.6
\$40,000	1.78	2.07	2.66	2.96	3.26	5.03	7.4	13.91	21.61	41.44	67.19
\$60,000	2.66	3.11	4	4.44	4.88	7.55	11.1	20.87	32.41	62.16	100.79
\$80,000	3.55	4.14	5.33	5.92	6.51	10.06	14.8	27.82	43.22	82.88	134.38
\$100,000	4.44	5.18	6.66	7.4	8.14	12.58	18.5	34.78	54.02	103.6	167.98
\$120,000	5.33	6.22	7.99	8.88	9.77	15.1	22.2	41.74	64.82	124.32	201.58
\$140,000	6.22	7.25	9.32	10.36	11.4	17.61	25.9	48.69	75.63	145.04	235.17
\$160,000	7.1	8.29	10.66	11.84	13.02	20.13	29.6	55.65	86.43	165.76	268.77
\$180,000	7.99	9.32	11.99	13.32	14.65	22.64	33.3	62.6	97.24	186.48	302.36
\$200,000	8.88	10.36	13.32	14.8	16.28	25.16	37	69.56	108.04	207.2	335.96
\$220,000	9.77	11.4	14.65	16.28	17.91	27.68	40.7	76.52	118.84	227.92	369.56
\$240,000	10.66	12.43	15.98	17.76	19.54	30.19	44.4	83.47	129.65	248.64	403.15
\$260,000	11.54	13.47	17.32	19.24	21.16	32.71	48.1	90.43	140.45	269.36	436.75
\$280,000	12.43	14.5	18.65	20.72	22.79	35.22	51.8	97.38	151.26	290.08	470.34
\$300,000	13.32	15.54	19.98	22.2	24.42	37.74	55.5	104.34	162.06	310.8	503.94
\$320,000	14.21	16.58	21.31	23.68	26.05	40.26	59.2	111.3	172.86	331.52	537.54
\$340,000	15.1	17.61	22.64	25.16	27.68	42.77	62.9	118.25	183.67	352.24	571.13
\$360,000	15.98	18.65	23.98	26.64	29.3	45.29	66.6	125.21	194.47	372.96	604.73
\$380,000	16.87	19.68	25.31	28.12	30.93	47.8	70.3	132.16	205.28	393.68	638.32
\$400,000	17.76	20.72	26.64	29.6	32.56	50.32	74	139.12	216.08	414.4	671.92

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<b>Retiree Life Insurance Monthly Premium Rates</b>							
Age >	55-59	60-64	65-69	70-74	75-79	80-84	85-89
AMOUNT							
10,000	\$4.95	\$6.75	\$13.50	\$22.50	\$33.75	\$51.30	\$73.80
20,000	9.90	13.50	27.00	45.00	67.50	102.60	147.60
30,000	14.85	20.25	40.50	67.50	101.25	153.90	221.40
40,000	19.80	27.00	54.00	90.00	135.00	205.20	295.20
50,000	24.75	33.75	67.50	112.50	168.75	256.50	369.00
60,000	29.70	40.50	81.00	135.00	202.50	307.80	442.80
70,000	34.65	47.25	94.50	157.50	236.25	359.10	516.60
80,000	39.60	54.00	108.00	180.00	270.00	410.40	590.40
90,000	44.55	60.75	121.50	202.50	303.75	461.70	664.20
100,000	49.50	67.50	135.00	225.00	337.50	513.00	738.00
110,000	54.45	74.25	148.50	247.50	371.25	564.30	811.80
120,000	59.40	81.00	162.00	270.00	405.00	615.60	885.60
130,000	64.35	87.75	175.50	292.50	438.75	666.90	959.40
140,000	69.30	94.50	189.00	315.00	472.50	718.20	1033.20
150,000	74.25	101.25	202.50	337.50	506.25	769.50	1107.00
160,000	79.20	108.00	216.00	360.00	540.00	820.80	1180.80
170,000	84.15	114.75	229.50	382.50	573.75	872.10	1254.60
180,000	89.10	121.50	243.00	405.00	607.50	923.40	1328.40
190,000	94.05	128.25	256.50	427.50	641.25	974.70	1402.20
200,000	99.00	135.00	270.00	450.00	675.00	1026.00	1476.00

## **Short Term Disability Insurance**

This subsection summarizes the group Short Term Disability Insurance plan available through PEBB. It is a summary only. For full details, see the Certificate of Insurance on the PEBB Web site. The controlling provisions of the plan are in the group policy issued by Standard Insurance Company. The information presented in this summary and in the Certificate of Insurance in no way modifies that group policy or the insurance coverage.

### **Eligibility for Coverage**

To be eligible for Optional Short Term Disability (STD) Insurance, you must be an active employee of the state of Oregon who is regularly scheduled to work and who meets the terms of eligibility in PEBB Administrative Rules.

You are not eligible if you are: a seasonal or intermittent employee; an employee scheduled to work fewer than 90 days; a temporary employee; a full-time member of the armed forces of any country.

### **Effective Date of Coverage**

Your STD Insurance becomes effective:

- The first day of the calendar month following the date you enroll, if you enroll within 60 days after becoming an eligible employee
- January 1 of the following year if you enroll during the annual open enrollment period
- The first day of the calendar month following the date you enroll, if you enroll within 60 days following a qualified status change (as determined by your employer).

You pay the entire cost of coverage.

### **Actively at Work Requirement**

You must meet the Actively at Work Requirement for any coverage or increase in coverage to become effective. If you are incapable of Active Work because of Sickness, Injury or Pregnancy on the day before the scheduled effective date of your insurance or an increase in your insurance, your insurance or increase 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.

You will also meet the Active Work requirement 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

### **Benefit Amount**

The Standard pays benefits at the end of each week in which you qualify. The weekly amount is 60 percent of the first \$2,769 of your predisability earnings, reduced by deductible income. The maximum weekly benefit, before reduction by deductible income, is \$1,662.

**Note:** If you have a sick leave balance (including donated amounts) of more than 40 hours, you may be required to receive sick leave pay until the balance is reduced to 40 hours or corresponds to your current collective bargaining agreement. At that point, you can elect whether or not you wish to receive sick pay. Regardless, the amount of your weekly benefit is a minimum of \$25 for any period for which you receive sick leave pay.

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If you are disabled for less than a full week, you will be paid one-seventh of the benefit for each day of disability.

### **Benefit Waiting Period**

If The Standard approves your claim, it will pay benefits only after the benefit waiting period. The benefit waiting period is a specified number of days for which you must remain continuously disabled. This is seven days if the disability is caused by physical disease, pregnancy or mental disorder. There is no benefit waiting period if the disability is caused by accidental injury.

However, if your disability begins while you are scheduled to be away from work under the terms of your employment, your benefit waiting period is the longer of the date determined above and the period ending on the day before you were scheduled to return to work.

### **Maximum Benefit Period**

Benefits may continue for any one period of disability up to the maximum benefit period of 13 weeks, unless the pre-existing condition limitation applies. In that case, the maximum benefit period is four weeks.

If you are eligible to receive benefits under any other disability plan, your STD benefits will end when the other disability benefits become payable. This applies even if you become eligible for the other benefits before the end of the STD maximum benefit period.

### **Definition of Disability**

The Standard terms you disabled if, as a result of physical disease, injury, pregnancy or mental disorder, you are unable to perform with reasonable continuity the material duties of your own occupation. The Standard terms you partially disabled if you work for the state of Oregon but are unable to earn more than 50 percent of your predisability earnings. You are no longer disabled when your earnings from any occupation exceed 50 percent of your predisability earnings.

### **Return to Work Incentive**

You may work for the state of Oregon during the benefit waiting period and while you are receiving benefits. The Standard will reduce your weekly benefit amount to the extent your earnings exceed 100 percent of your predisability earnings when added to your gross benefit.

### **Reasonable Accommodation Benefit**

If you return to work in any occupation for any employer (except self-employment) through the employer's workplace accommodation, The Standard will reimburse the employer for the incurred expenses to an amount agreed upon in advance and in writing by The Standard and the employer.

### **Temporary Recovery**

If you temporarily recover and then become disabled again from the same cause or causes after benefits are payable, and the recovery period does not exceed 14 days, The Standard will

- Not impose a new benefit waiting period
- Resume paying benefits as if no break in coverage had occurred
- Use the same predisability earnings to determine your benefit
- Reduce the maximum benefit period by the previous period or periods of disability.

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### **Predisability Earnings**

Predisability earnings are your weekly earnings from the state of Oregon in effect on the last full day of active work. They include:

- Salary
- Grant assistance wages
- Stipends
- Contributions you make through a salary reduction agreement with your employer to an IRC Section 401(k), 403(b) or 457 deferred compensation arrangement, or an executive nonqualified deferred compensation arrangement
- Amounts contributed to fringe benefits according to salary reduction agreements under an IRC Section 125 plan

Predisability earnings exclude: bonuses; overtime pay; your employer's contribution to a deferred compensation arrangement or pension plan; state-paid benefit amounts in excess of your premiums for medical insurance, dental insurance and the first \$50,000 of group life insurance; or any other extra compensation.

If you are paid hourly, predisability earnings are determined by multiplying your hourly pay rate by the average number of hours you worked per week during the preceding 13 weeks (or during your period of employment if less than 13 weeks), but not more than 40 hours.

### **Deductible Income**

The Standard considers the following deductible income and deducts any amounts from your benefit:

- Work earnings, as described in Return To Work Incentive
- Benefits you are eligible to receive under any other short term disability plan that, when added to your benefit under this plan, exceed 75 percent of your predisability earnings
- Amounts received by compromise, settlement or other method as a result of a claim for the above, whether disputed or undisputed.

### **Exclusions and Limitations**

You are not covered for a disability

- Caused or contributed to by an intentionally self-inflicted injury, while sane or insane
- Arising out of or in the course of any employment for wage or profit.

No benefits will be paid for any period you are

- Not under the on-going care of a physician
- Eligible to receive workers' compensation or similar benefits
- Working for any employer other than the state of Oregon or are self-employed
- Confined for any reason in a penal or correctional institution.

**Pre-existing Condition:** The Standard limits your maximum benefit period to four weeks if your disability is caused or contributed to by a pre-existing condition. A pre-existing condition is a mental or physical condition for which, during the 90 days immediately preceding the date you became insured, you consulted a physician, received medical treatment or services, or took prescribed drugs or medications. The Standard will not apply this limitation to a disability that begins after you have

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been insured under the group policy for 12 months and have been actively at work for at least one day after those 12 months.

### **When Benefits End**

Benefits end on the earliest of

- The date you are no longer disabled
- The end of the maximum benefit period
- The date you die
- The date you begin working for any employer other than the state of Oregon, or are self-employed
- The date long term disability benefits become payable to you.

### **When Coverage Ends**

This coverage ends automatically on the earliest of the following dates:

- End of the period for which a premium was paid for your coverage
- You cease to be eligible under PEBB Administrative Rules
- You become a full-time member of the armed forces
- The group policy ends.

### **Claims**

To make a claim, use the information provided on this link:

<http://www.oregon.gov/DAS/PEBB/docs/PDF/2008/StdClaimsFAQ.pdf>

The Standard may

- Investigate your claim at any time
- Have you examined at reasonable intervals by specialists of their choice
- Deny or suspend benefits if you fail to attend an examination or cooperate with the examiner.

The Standard will send you a written decision on your claim within a reasonable time after receiving your claim. If you do not receive the decision within 90 days, you can request a review as if your claim were denied.

If The Standard denies any part of your claim, it will send you written notice of denial. The notice will give the reasons for the decision and refer to the parts of the group policy supporting the decision. It will describe any additional information needed to support your claim and information concerning your right to a review of the decision.

If you want The Standard to conduct a review of denial of all or part of your claim, you must request the review in writing within 60 days after you receive notice of the denial. When you request a review, you may include written comments or other items to support your claim. You also may review any non-privileged information that relates to your request for review. The Standard will review your claim promptly after receiving your request. The Standard will send you a notice of the final decision within 60 days after receiving your request, or within 120 days if special circumstances require an extension. This notice will state the reasons for the decision and refer you to the relevant parts of the group policy that support the decision.

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**Premium Rates [*Effective Jan. 1, 2010*]**

The premium rate is 0.0054 times your gross monthly salary.

Example:

- Your gross monthly salary is \$3,234.
- \$3,234 times 0.0054 equals \$17.46, the premium that is deducted from your salary.

**Premium Rates [*Discontinues Jan. 1, 2010*]**

The premium rate is 0.0057 times your gross monthly salary.

Example:

- Your gross monthly salary is \$3,234.
- \$3,234 times 0.0057 equals \$18.43, the premium that is deducted from your salary.

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## ***Long Term Disability Insurance***

This subsection summarizes the group Long Term Disability Insurance plan available through PEBB. It is a summary only. For full details, see the Certificate of Insurance on the PEBB Web site. The controlling provisions of the plan are in the group policy issued by The Standard Insurance Company. The information presented in this summary and in the Certificate of Insurance in no way modifies that group policy or the insurance coverage.

### **Eligibility for Coverage**

To be eligible for Optional Long Term Disability (LTD) Insurance, you must be an active employee of the state of Oregon who is regularly scheduled to work and who meets the terms of eligibility in PEBB Administrative Rules.

You are not eligible if you are: a seasonal or intermittent employee; an employee scheduled to work fewer than 90 days; a temporary employee; a full-time member of the armed forces of any country.

### **Effective Date of Coverage**

Your LTD Insurance becomes effective:

- The first day of the calendar month following the date you enroll, if you enroll within 60 days after becoming an eligible employee
- January 1 of the following year if you enroll during the annual open enrollment period
- The first day of the calendar month following the date you enroll, if you enroll within 60 days following a qualified status change (as determined by your employer).

You pay the entire cost of coverage.

### **Actively at Work Requirement**

You must meet the Actively at Work Requirement for any coverage or increase in coverage to become effective.

If you are incapable of Active Work because of Sickness, Injury or Pregnancy on the day before the scheduled effective date of your insurance or an increase in your insurance, your insurance or increase 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.

You will also meet the Active Work requirement 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

### **Benefit Amount**

The Standard pays benefits at the end of each month in which you qualify. When you apply for coverage, you elect one of the following monthly benefits:

- An amount equal to 60 percent of the first \$12,000 of your predisability earnings. The monthly maximum benefit, before reduction by deductible income, is \$7,200.
- An amount equal to 66 2/3 percent of the first \$12,000 of your predisability earnings. The monthly maximum benefit, before reduction by deductible income, is \$8,000.

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The monthly minimum benefit, after reduction by deductible income, is \$50. Your monthly benefit will be no less than \$50 while you qualify. If you are disabled for less than a full month, The Standard will pay you one-thirtieth (1/30) of the benefit for each day of disability.

**Note:** If you initially elect the 60-percent benefit and later increase to the 66 2/3-percent benefit, The Standard will apply a new pre-existing condition exclusion to the change. In this case, if you become disabled and the increased benefit is not payable because of the new pre-existing condition exclusion, The Standard will administer your claim as if you had not elected to change your benefit percentage.

**Benefit Waiting Period**

The benefit waiting period is the number of days for which you must remain continuously disabled and during which benefits are not payable. When you apply for coverage, you elect a benefit waiting period of either 90 or 180 days. If The Standard approves your claim, it will pay benefits after the end of the benefit waiting period.

**Note:** If you initially elect a 180-day benefit waiting period and later reduce your benefit waiting period to 90 days, The Standard will apply a new pre-existing condition exclusion. If you become disabled and benefits are not payable because of the new pre-existing condition exclusion, The Standard will administer your claim as if you had not elected to change your benefit waiting period.

**Maximum Benefit Period**

LTD benefits may continue during Disability up to the end of the maximum benefit period (shown below). This is the maximum period for which LTD benefits are payable for any one period of continuous Disability.

<u>Your age when Disability began</u>	<u>Maximum Benefit Period</u>
61 or younger .....	to age 65, or 3 years 6 months if longer
62.....	3 years 6 months
63.....	3 years
64.....	2 years 6 months
65.....	2 years
66.....	1 year 9 months
67.....	1 year 6 months
68.....	1 year 3 months
69 or older .....	1 year

**Additional Benefits for the Severely Disabled**

If you are eligible for the Assisted Living Benefit, the amount of your benefit (before reduction by deductible income) will be increased to 80 percent of the first \$12,000 of your predisability earnings.

To be eligible for the Assisted Living Benefit you must provide proof that, while you are disabled and LTD benefits are payable, either of the following occurs:

- You become unable to safely and completely perform two or more activities of daily living\* without hands-on assistance or standby assistance; or

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- You require substantial supervision for your health or safety because of severe cognitive impairment.

The condition must be expected to last 90 days or more, as certified by a physician in the appropriate specialty.

The Assisted Living Benefit is not payable if the condition is caused or contributed to by:

- War or act of war, whether declared or undeclared
- Intentionally self-inflicted injury, while sane or insane;
- Mental disorder
- Being under the influence of intoxicating liquor as defined by the laws of Oregon
- Alcoholism
- Use of any drug (unless under direction of physician)
- Drug addiction
- A preexisting condition (as defined in Exclusions and Limitations)
- Committing or attempting to commit an assault or felony
- Active participation in a violent disorder or riot (except while performing official duties).

\*Activities of daily living are bathing, continence, dressing, eating, toileting and transferring.

### **Definition of Disability**

The Standard terms you disabled if, during the benefit waiting period and the next 24 months, you are unable to perform with reasonable continuity the material duties of your own occupation as a result of physical disease, injury, pregnancy or mental disorder.

Thereafter, The Standard terms you disabled if, as a result of physical disease, injury, pregnancy or mental disorder, you are unable to perform with reasonable continuity the material duties of any gainful occupation for which you are reasonably fitted by education, training and experience.

### **Return to Work Incentive**

You may work for any employer while receiving LTD benefits, provided you meet the definition of Disability described above. Earnings from work are used to reduce the amount of your LTD benefit, as follows:

- During the first 12 months of working, your work earnings are used to reduce the LTD benefit to the extent that they exceed 100% of your predisability earnings when added to your gross LTD benefit.
- Thereafter, your LTD benefit is reduced by one-half of your work earnings.

### **Family Care Expense Adjustment**

If you must pay family care expenses in order to work, your work earnings for purposes of calculating your LTD benefit will be reduced by those family care expenses, subject to the following limits:

- Your work earnings will be reduced by up to \$250 of expenses per eligible family member.

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- The total expenses by which work earnings will be reduced will not exceed \$500 per month for all eligible family members.
- This benefit will end 24 months after it begins.

A family care expense is the amount you pay a licensed care provider for the care of an eligible family member which is necessary in order for you to work.

Eligible family members are:

- Your child or the child of your spouse or domestic partner from live birth through age 11 (or over age 11, if the child is continuously incapable of self-sustaining employment because of mental retardation or physical handicap and chiefly dependent upon you for support and maintenance).
- Your spouse, domestic partner, parent, grandparent, sibling, or other close family member residing in your home who is continuously incapable of self-sustaining employment because of mental retardation or physical handicap and chiefly dependent upon you for support and maintenance.

### **Rehabilitation Plan**

You may apply to participate in a Rehabilitation Plan by submitting a form or letter to The Standard. If they approved your Rehabilitation Plan, The Standard may reimburse you for some or all of the following expenses you incur in connection with the plan, including: training and education expenses; family care expenses; job-related expenses; job search expenses.

### **Reasonable Accommodation Benefit**

If you return to work in any occupation for any employer (not including self-employment) as a result of a workplace accommodation made by the employer, The Standard will reimburse the employer for the expenses incurred, up to an amount agreed upon in advance and in writing.

### **Temporary Recovery**

If you temporarily recover and then become Disabled again from the same cause or causes, you will not be required to serve a new benefit waiting period, provided the period of recovery does not exceed the following applicable periods:

- During the benefit waiting period: a total equal to 5 days for every 30 days of the benefit waiting period
- During the maximum benefit period: 180 days for each period of recovery

Benefits will resume as if no break in coverage had occurred (the predisability earnings used to determine your LTD benefit remain the same, and the maximum benefit period, own occupation period and maximum period for benefits under the Mental Disorder limitation will be reduced by the previous period or periods of Disability).

### **Predisability Earnings**

Predisability earnings are your monthly earnings from the State of Oregon in effect on **the last full day of active work**, and include:

- Salary

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- Grant assistance wages
- Stipends
- Contributions you make through a salary reduction agreement with your employer to an IRC Section 401(k), 403(b) or 457 deferred compensation arrangement, or an executive nonqualified deferred compensation arrangement
- Amounts contributed to fringe benefits according to salary reduction agreements under an IRC Section 125 plan

Predisability earnings exclude: bonuses; overtime pay; your employer's contribution to a deferred compensation arrangement or pension plan; your state-paid benefit amounts in excess of your premiums for medical insurance, dental insurance and the first \$50,000 of group life insurance; or any other extra compensation.

If you are paid hourly, predisability earnings are determined by multiplying your hourly pay rate by the average number of hours you worked per month during the preceding 3 calendar months (or during your period of employment if less than 3 months), but not more than 173 hours.

### **Deductible Income**

The following amounts will be considered deductible income, and used to reduce the amount of your LTD benefit:

- Work earnings, as described in the Return To Work Incentive.
- Sick pay and other salary continuation you elect to receive.
- Amounts for which you are eligible under a workers' compensation law or similar law.
- Amounts you, your spouse, or your children under age 18 are eligible to receive because of your disability or retirement under the Federal Social Security Act or any similar plan or act.
- Amounts you are eligible to receive under any state disability income benefit law or similar law.
- Amounts you are eligible to receive because of your disability under any other group insurance coverage.
- Disability or retirement benefits you are eligible to receive under your employer's retirement plan, including PERS, STRS and any plan arranged and maintained by a union or employee association for the benefit of its members.
- For employees of the Oregon University System, benefits you are eligible to receive under an employer-sponsored individual disability policy arranged for individuals in a common group.
- Amounts received by compromise, settlement or other method as a result of a claim for the above, whether disputed or undisputed.

### **Survivors Benefit**

If you die while receiving LTD benefits, a lump sum benefit equal to 3 times your LTD benefit (before reduction by deductible income) will be paid to the first of the following eligible survivors:

- Your spouse or domestic partner.
- Your children under age 24 who meet the terms of eligibility outlined in the PEBB Administrative Rules.
- Your spouse or Domestic Partner's children under age 24 who meet the terms of eligibility outlined in the PEBB Administrative Rules.
- Any person providing care and support for any of the above.

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- A spouse is a person to whom you are legally married. A domestic partner is a person who meets the eligibility requirements outlined in the PEBB Administrative Rules.

### **Exclusions and Limitations**

You are not covered for a disability caused or contributed to by:

- An intentionally self-inflicted injury, while sane or insane.
- A Preexisting Condition. A Preexisting Condition is a mental or physical condition for which, during the 90 days immediately preceding the date you became insured, you consulted a physician, received medical treatment or services, or took prescribed drugs or medications. This exclusion will not apply to a Disability which begins after you have been insured under the group policy for 12 months and have been actively at work for at least one day after those 12 months.

**Note:** A new Preexisting Condition exclusion will apply to an increase in benefit percentage and/or decrease in benefit waiting period.

No LTD benefits will be paid for any period:

- You are not under the on-going care of a physician.
- You are confined for any reason in a penal or correctional institution.

**Mental Disorder Limitation:** Payment of LTD benefits will be limited to 24 months for each period of continuous 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.

\*Hospital includes only legally-operated hospitals providing full-time medical care and treatment under the direction of a full-time staff of licensed physicians. Hospital does not include rest homes, nursing homes, convalescent homes, homes for the aged or facilities primarily affording custodial, educational, or rehabilitative care.

### **When LTD Benefits End**

LTD benefits will end on the earliest of the following dates:

- The date you are no longer disabled.
- The end of the maximum benefit period.
- The date you die.
- The date benefits become payable to you under any other group long term disability insurance policy under which you become insured during a period of temporary recovery.

### **When Coverage Ends**

Your Long Term Disability coverage ends automatically on the earliest of the following dates:

- The date the last period ends for which a premium was paid for your coverage.
- The date you cease to meet the terms of eligibility outlined in the PEBB Administrative Rules.
- The date you become a full-time member of the armed forces.
- The date the group policy terminates.

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**Claims**

If you wish to make a claim you must, at your expense, submit to The Standard completed claims statements, your signed authorization to obtain information and any other items they may reasonably require in support of your claim.

The Standard may investigate your claim at any time. They may have you examined at reasonable intervals by specialists of their choice, and they may deny or suspend benefits if you fail to attend an examination or cooperate with the examiner.

You will receive a written decision on your claim within a reasonable time after The Standard receives your claim. If you do not receive their decision within 90 days, you can request a review as if your claim had been denied.

If The Standard denies any part of your claim, you will receive a written notice of denial containing the reasons for their decision, reference to the parts of the group policy supporting their decision, a description of any additional information needed to support your claim, and information concerning your right to a review of their decision.

If you would like The Standard to conduct a review of the denial of all or part of your claim, you must request the review in writing within 60 days after you receive the notice of the denial. When you request a review, you may send written comments or other items to support your claim. You also may review any non-privileged information that relates to your request for review. The Standard will review your claim promptly after receiving your request. They will send you a notice of their final decision within 60 days after receiving your request, or within 120 days if special circumstances require an extension. In the notice, they will state the reasons for their decision and refer you to the relevant parts of the group policy that support their decision.

**Premium Rates [Effective Jan. 1, 2010]**

This insurance may replace a portion of your monthly income should you become disabled. You must self pay for this coverage; the state does not provide a benefit amount for this benefit.

Long-term Disability Summary Premium = Rate X month salary				
Option	Rate	Waiting Period	Coverage	Coverage Maximum/Minimum
1	\$0.0046	90 days	60% of first \$12,000 minus deductible income	\$7,200 before reduction by deductible income/\$50
2	\$0.0018	180 days		
3	\$0.0099	90 days	66 2/3% of first \$12,000 minus deductible income	\$8,000 before reduction by deductible income/\$50
4	\$0.0025	180 days		

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Here is an example to illustrate your premium cost based on your choice of options:

You choose option 1 -- with a 90-day waiting period and a monthly benefit amount of 60 percent of your pre-disability earnings.

Your gross monthly salary (before any deductions)	\$1,900
Times premium	X 0.0046
Premium amount you pay each month	\$8.74

**Premium Rates [Discontinues Jan. 1, 2010]**

This insurance may replace a portion of your monthly income should you become disabled. You must self pay for this coverage; the state does not provide a benefit amount for this benefit.

[2009] Long-term Disability Summary Premium = Rate X month salary				
Option	Rate	Waiting Period	Coverage	Coverage Maximum/Minimum
1	\$0.0054	90 days	60% of first \$12,000 minus deductible income	\$7,200 before reduction by deductible income/\$50
2	\$0.0020	180 days		
3	\$0.0099	90 days	66 2/3% of first \$12,000 minus deductible income	\$8,000 before reduction by deductible income/\$50
4	\$0.0030	180 days		

Here is an example to illustrate your premium cost [in 2009], based on your choice of options:

You choose option 1 -- with a 90-day waiting period and a monthly benefit amount of 60 percent of your pre-disability earnings.

Your gross monthly salary (before any deductions)	\$1,900
Times premium	X 0.0054
Premium amount you pay each month	\$10.26

## ***Accidental Death and Dismemberment Insurance***

This subsection summarizes the group Optional Accidental Death and Dismemberment insurance plan available through PEBB. It is a summary only. For full details, see the Certificate of Insurance on the PEBB Web site. The controlling provisions of the plan are in the group policy issued by Standard Insurance Company. The information presented in this summary and in the Certificate of Insurance in no way modifies that group policy or the insurance coverage.

### **Eligibility for Coverage**

To be eligible for Optional Accidental Death and Dismemberment (AD&D) insurance, you must be an active employee of the State of Oregon who is regularly scheduled to work and who meets the terms of eligibility outlined in the PEBB Administrative Rules.

Dependents eligible for coverage are:

- Spouse: A person to whom you are legally married.
- Domestic Partner: A domestic partner who meets the eligibility requirements outlined in the PEBB Administrative Rules.
- Child: Your child or your spouse's or domestic partner's child who meets the eligibility requirements outlined in the PEBB Administrative Rules.

Employees and dependents who are full-time members of the armed forces of any country are not eligible for coverage.

### **Amounts of Optional AD&D Insurance**

#### **Optional AD&D Insurance for you:**

You may apply for any multiple of \$50,000 up to \$500,000.

#### **Optional AD&D Insurance for your Spouse or Domestic Partner and Children:**

If you elect employee and dependent coverage, the AD&D insurance amounts for each of your dependents is equal to a percentage of your AD&D insurance amount, determined as follows:

- If on the date your spouse or domestic partner dies or suffers a loss you do not have any eligible children, your spouse's or domestic partner's AD&D insurance amount is 50 percent of your AD&D insurance amount.
- If on the date your spouse or domestic partner dies or suffers a loss and you have both a spouse or domestic partner and eligible children, your spouse' or domestic partner's AD&D insurance amount is 40 percent of your AD&D insurance amount.
- If your eligible child dies or suffers a loss, the child's AD&D insurance amount is 15 percent of your AD&D insurance amount.

### **Covered Losses**

With Optional AD&D insurance, benefits are payable in the event of an employee's or insured dependent's death or covered loss resulting from an accident. The amount payable is a percentage of the AD&D insurance amount in effect for the person who suffers the loss on the date of the accident, as shown below:

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Loss:	Percentage Payable:
Life.....	100%
One hand or one foot .....	50%
Sight in one eye, speech or hearing in both ears.....	50%
Two or more of the losses listed above .....	100%
Thumb and index finger on the same hand.....	25%
Quadriplegia.....	100%
Hemiplegia.....	50%
Paraplegia.....	50%

The loss must occur due to an accident (or accidental exposure to the natural elements), independently of all other causes, and within 365 days after the accident.

If you or your dependent disappears in an accident that could have caused loss of life and is not located within one year despite reasonable search efforts, death will be presumed.

**Additional Benefits**

The AD&D coverage includes the following additional benefits when an AD&D insurance benefit is payable:

- **Seat Belt Benefit.** The Seat Belt Benefit is included if you are enrolled for Optional Life insurance under group policy 606814-B. This provision provides an additional benefit in the event you die as a result of an automobile accident and you were properly wearing and using a seat belt. The amount of the Seat Belt Benefit is the least of (a) the amount of your Optional Life insurance, (b) the amount of your Optional AD&D insurance, and (c) \$50,000.
- **Higher Education Benefit.** If you have employee and dependent AD&D coverage and die in a covered accident, any of your eligible children who are registered and in full-time attendance at an accredited institution of higher education may be paid an annual benefit for up to four years. The annual benefit is the lesser of 5 percent of your AD&D insurance amount or \$5,000. If there is no child eligible for the benefit, \$1,500 will be paid to your beneficiary.
- **Career Adjustment Benefit.** If you have employee and dependent AD&D coverage and die in a covered accident, your spouse or domestic partner will be paid an amount equal to the lesser of 5 percent of your AD&D insurance amount or \$5,000. If there is no spouse or domestic partner, no benefit will be paid.
- **Occupational Assault Benefit.** The Occupational Assault Benefit pays an additional benefit if you suffer death or dismemberment as a result of an act of workplace physical violence that is punishable by law. The amount of the Occupational Assault Benefit is the lesser of 50 percent of the AD&D insurance benefit payable for the loss or \$25,000.
- **Public Transportation Benefit.** The Public Transportation provision pays an additional benefit in the event of your death or a covered dependent's death resulting from an accident that occurs while riding as a fare-paying passenger on public transportation. The amount of the Public Transportation Benefit is 200 percent of the amount in effect with a maximum of \$300,000.
- **Line of Duty Benefit.** The Line of Duty Benefit pays an additional benefit for public safety officers who suffer death or dismemberment in an accident while acting in the line of duty. The amount of the Line of Duty Benefit is the lesser of the AD&D insurance benefit payable for the loss or \$50,000.

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## **Effective Date of Coverage**

### **Coverage for Employee and Dependents**

Your AD&D Insurance becomes effective on the first day of the calendar month following the date you enroll, provided you apply within 60 days after becoming an eligible employee. If you wish to enroll for employee and dependent coverage, you must apply within 60 days after becoming an eligible employee with eligible dependents.

If you do not enroll within 60 days after becoming eligible, you may enroll only during the annual open enrollment period or within 60 days following a qualified status change, as determined by your employer. The effective date of coverage for which you enroll during the annual open enrollment period is the following January 1. The effective date of coverage for which you enroll following a qualified status change is the first day of the calendar month following the date you enroll.

You pay the entire cost of coverage. While employee and dependent coverage is in effect, each new dependent becomes insured automatically.

### **Actively at Work Requirement**

You must meet the Actively at Work Requirement for any coverage or increase in coverage to become effective. If you are incapable of Active Work because of Sickness, Injury or Pregnancy on the day before the scheduled effective date of your insurance or an increase in your insurance, your insurance or increase 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.

You will also meet the Active Work requirement 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

### **Designating a Beneficiary**

When you enroll for coverage, you should name a beneficiary or beneficiaries to receive death benefits. You may do this online or by completing the appropriate form. Your designation must be dated and delivered to your employer during your lifetime. If you name more than one beneficiary, they will share equally unless you specify otherwise. You may change beneficiaries at any time without the consent of the beneficiary.

If you don't name a beneficiary or your named beneficiary dies before you, death benefits will be paid in equal shares to the first surviving of the following: your spouse; your children; your parents; your estate.

Benefits payable for losses other than loss of life are paid to the person suffering the loss. You are the beneficiary of benefits paid due to the death of your spouse, domestic partner or child.

### **Payment of Benefits**

For amounts less than \$25,000, The Standard issues a check to the claimant. The Standard pays amounts of \$25,000 or more to the claimant by depositing funds into Standard Secure Access — a no fee, interest-bearing draft account. The claimant receives a personalized checkbook and has complete control of the account. Claimants can write checks as needed or for the full amount. This arrangement allows claimants to earn interest on the benefit while they consider financial decisions.

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## **Exclusions**

AD&D insurance benefits are not payable for death or dismemberment caused or contributed to by:

- War or act of war, declared or undeclared, whether civil or international, and any substantial armed conflict between organized forces of a military nature
- Suicide or other intentionally self-inflicted injury while sane or insane
- Committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot (except while performing official duties)
- Voluntary use or consumption of any poison, chemical compound or drug, unless used or consumed according to the directions of a physician
- Sickness or pregnancy existing at the time of the accident
- Heart attack or stroke
- Medical or surgical treatment for any of the above
- Travel or flight in or descent from any kind of aircraft, as a pilot or crew member, except in employer owned, leased or operated aircraft while on state business

## **When Coverage Ends**

AD&D insurance ends automatically on the earliest of the following:

- The date the last period ends for which a premium was paid for coverage.
- The date you cease to meet the terms of eligibility outlined in the PEBB Administrative Rules.
- The date you become a full-time member of the armed forces.
- The date the group policy terminates.

AD&D insurance for your spouse or domestic partner and children ends automatically on the earliest of the following:

- The date the last period ends for which a premium was paid for the coverage.
- The date your AD&D insurance ends.
- The last day of the month in which a dependent loses eligibility under the PEBB plans.
- For a child who is disabled, 90 days after we mail you a request for proof of disability, if proof is not given.

## **Claims**

A person wishing to make a claim must, at the claimant's expense, submit to The Standard proof that a death or other loss occurred, and any other information The Standard may reasonably require in support of the claim. The Standard may have you or your dependents examined by a specialist of The Standard's choice at reasonable intervals. The Standard may have an autopsy performed at The Standard's expense, except where prohibited by law.

The claimant will receive a written decision on the claim within a reasonable time after The Standard receives the claim. If the claimant does not receive a decision from The Standard within 90 days, the claimant can request a review as if the claim had been denied.

If The Standard denies any part of the claim, the claimant will receive a written notice of denial containing the reasons for the decision, reference to the parts of the group policy supporting the decision, a description of any additional information needed to support the claim, and information concerning the claimant's right to a review of the decision.

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If the claimant would like The Standard to conduct a review of the denial, the claimant must request the review in writing within 60 days after receiving notice of the denial. When requesting a review, the claimant may send The Standard written comments or other items to support the claim. The claimant also may review any non-privileged information that relates to the request for review. The Standard will review the claim promptly after receiving the request. They will send the claimant a notice of their final decision within 60 days after receiving the request for review, or within 120 days if special circumstances require an extension. In the notice they will state the reasons for their decision and refer to the relevant parts of the group policy that support their decision.

**Premium Rates**

<b>Accidental Death and Dismemberment Premium Rates</b>		
Amount	Employee	Employee & Dependents
\$50,000	\$1.00	\$1.70
\$100,000	\$2.00	\$3.40
\$150,000	\$3.00	\$5.10
\$200,000	\$4.00	\$6.80
\$250,000	\$5.00	\$8.50
\$300,000	\$6.00	\$10.20
\$350,000	\$7.00	\$11.90
\$400,000	\$8.00	\$13.60
\$450,000	\$9.00	\$15.30
\$500,000	\$10.00	\$17.00

## ***Flexible Spending Accounts***

**PEBB offers both healthcare and dependent care flexible spending accounts (FSAs) for eligible employees.**

An FSA is a tax-free account that allows you to use pre-tax dollars to pay for eligible out-of-pocket healthcare or dependent care expenses. You choose an annual amount to contribute to your account, and your payroll deducts your salary contribution before calculating your taxes. Paying for eligible expenses with these pre-tax dollars saves money.

Here are things you should know about these accounts.

- FSAs operate according to IRS regulations.
- When you enroll, you enroll for the entire plan year, so you should plan accordingly.
- You may change your contribution amount midyear only within 60 days of a qualified midyear change event.
- You forfeit any funds that you don't use and claim for valid expenses by the deadline.
- Your payroll will deduct even portions of your annual election amount each month over the course of the year. You can only have one contribution per month to your FSA account.
- Expenses for a Domestic Partner cannot be reimbursed
- The health FSA period of coverage is the plan year. The exception is for employees who terminate participation, in which case it means the portion of the plan year before the active participation end date. Active participation in a health FSA ends the last day of the month that a last contribution is deducted by payroll for that month.
  - a. An Oregon State Payroll System employee terminating employment will not have final contribution taken from their final paycheck.
  - b. An Oregon University (OUS) employee terminating employment who meets the 80-hour work termination rule will have a contribution taken from their final paycheck.
- Reimbursement of eligible expenses may occur only for the period of coverage in which your participation was active, provided the claim is filed within the eligible plan year, including the grace period. The exception is a dependent care FSA from which you request reimbursement of expenses incurred in the month following the end of participation and the request is in the current plan year (not the grace period) and made within 90 days of the participation end date.
- You cannot use your FSA funds as reimbursement for expenses you incur after you leave employment with the state. The exception is a health care FSA that you continue by enrolling in COBRA .

PEBB contracts with ASIFlex to administer the FSA program under PEBB administrative rules and in keeping with IRS regulations.

## Healthcare flexible spending account

A healthcare flexible spending account is an allowable benefit of a Cafeteria Plan as defined in Section 125 of the Internal Revenue Code. It permits eligible employees to contribute pre-tax to an account for reimbursement of certain healthcare expenses. Deductions from your paycheck to the plan are exempt from federal and state income tax and Social Security tax. These deductions reduce your **taxable** income reported on your W-2 and on your income tax returns. Note that reducing your taxable income may have the effect of reducing your total Social Security benefit earnings.

[You may elect to have up to \$5,000 deducted from your pay during the year. The minimum monthly contribution amount is \$20.00. *Effective Jan. 1, 2010*]

### Administrator

ASIFlex administers PEBB's healthcare flexible spending account program. The customer service department is open from 5 a.m. to 5 p.m. Pacific Time Monday through Friday, and from 7 a.m. to 11 a.m. on Saturday. Contact: (800) 659-3035; TTY (866) 908-6043; fax (866) 381-9682; e-mail [asi@asiflex.com](mailto:asi@asiflex.com). Web site <http://orpebb.asiflex.com>.

### Mailing Address:

ASIFlex  
PO Box 6044  
Columbia, MO 65205-6044

### Physical Address:

ASIFlex  
201 W. Broadway #4C  
Columbia, MO 65203

### To Participate:

1. **Estimate your family's annual out-of-pocket medical expenses.** You may include expenses for anyone included on your federal tax return. Include predictable expenses only. Divide your annual out-of-pocket medical expense estimate by the number of months you expect to receive paychecks during the Plan Year.
2. **Enroll in the healthcare FSA.** Enroll online during Open Enrollment or by submitting a paper form to PEBB. If you become eligible to enroll midyear submit your forms to PEBB.
3. **Receive healthcare services.** You incur expense when you receive the services that create the expense. You can file a claim for healthcare services only after you receive the services.
4. **File claims.** After you receive the healthcare services and know the amount of your responsibility for the bill, submit a claim (with required substantiation) for those expenses to ASIFlex.
5. **Receive reimbursements.** ASIFlex will review your claim. If ASIFlex approves the claim, it will reimburse you for the healthcare expenses within one business day of receipt of the claim.

**Qualifying Healthcare Expenses** include only those expenses that are defined as medical expenses in Internal Revenue Code §213 and are not reimbursed by any other insurance or another plan. As stated in §213, qualifying Medical Care Expenses include amounts incurred for the diagnosis, cure,

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mitigation, treatment, or prevention of disease, and for treatments affecting any part or function of the body. The expenses must be primarily to alleviate or prevent a physical or mental defect or illness. They exclude all insurance premiums, long-term care expenses, and cosmetic expenses.

Refer to IRS Publication 502 for further details on qualifying expenses. You may link to this publication from ASIFlex's Web site. The purpose of Publication 502 is to assist people with their income tax filing. It does not address healthcare flexible spending account plans. However, most of the items listed as deductible in Publication 502 can be claimed through your healthcare FSA. You cannot deduct on your income tax return expenses reimbursed by the healthcare flexible spending account plan. You cannot file for healthcare FSA expense reimbursements for expenses you deduct on your income tax return.

**You can only claim expenses based on the date incurred or date of service (not “paid” as stated in Publication 502).** Contact ASIFlex at [asi@asiflex.com](mailto:asi@asiflex.com), (800) 659-3035 if you have any questions regarding particular expenses.

Below is a **partial list of qualified expenses**.

- Deductibles
- Coinsurance amounts and co-pays
- Doctor's fees
- Dental expenses
- Vision care expenses
- Prescription glasses
- Contact lenses and solutions
- Corrective eye surgery
- Prescription drugs and medicines (not imported from another country) used to treat a medical condition
- Insulin
- Orthodontia (braces)
- Routine physicals
- Medical equipment
- Hearing aids, including batteries
- Transportation expenses related to illness
- Chiropractor's fees
- Over-the-counter drugs

This is a **partial list of expenses that do not qualify**.

- Cosmetic procedures; e.g. face-lifts, skin peeling, teeth whitening, veneers, hair replacement, removal of spider veins
- **Sunglasses - non-prescription**
- Toiletries
- Medicines, drugs, herbs, or vitamins for general health and not used to treat a specific medical condition
- Expenses that are merely beneficial to your general health (e.g., vacations and vitamins)
- Health club dues (not prescribed for a particular condition)
- Any sort of insurance premiums

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- Warranties
- Long-term care expenses
- Prescription drugs imported from another country
- Breast pumps

### **Debit Card**

The FSA administrator, ASIFlex, offers a debit card for use in the healthcare flexible spending account program. Use of this debit card may reduce the amount of paperwork required in substantiating some claims. It will not eliminate the need to substantiate all claims. See the ASIFlex Web site <http://orpebb.asiflex.com/debitcard/debitcard.htm>.

### **Coverage Continuation**

**COBRA.** To the extent required by COBRA, participants and those covered on the participants' tax return may elect to continue the coverage elected under the healthcare flexible spending account plan. This applies even if the participant's election to receive benefits expired or ended under the following circumstances (qualifying events):

- The participant dies
- The participant's employment is terminated (other than for gross misconduct) or the participant's paid work hours are reduced
- The participant divorces or becomes legally separated
- The participant's dependent child ceases to be a dependent under the terms of this plan

When the plan is notified that one of the events has occurred, the plan will provide to each eligible person the right to choose continuation coverage if, on the date of the qualifying event, the participant's remaining benefits for the current Plan Year are greater than the participant's remaining contribution payments. The right to elect to continue ends 60 days from the date the plan administrator provides notice of the right to continue coverage. It is the responsibility of the participant or a responsible family member to inform the administrator of the occurrence of an event described above.

Continuation coverage will not extend beyond the end of the current Plan Year or Grace Period. Continuation coverage may terminate earlier if the premiums are not paid within 30 days of their due dates.

Payment for expenses incurred during any period of continuation will not be made until the administrator receives the contributions for that period. An administrative charge of two percent is assessed for each premium paid for continuation coverage.

**Protected leave.** Persons on protected leave may maintain their healthcare FSA. Protected leave includes leave through Continuation of Group Medical and Dental Insurance Coverage for Injured Workers (CBIW), Active Military Duty, and the Family Medical Leave Act (FMLA). Participants may make payment to their healthcare FSA as follows:

- Paid leave. Through pre-tax salary reduction
- Unpaid leave

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- Pre-tax out of pre-leave compensation – Submit prepay requests to PEBB on the appropriate form.

### **QRD - Qualified Reservist Distribution**

**Conditions.** You must meet the following conditions to elect a qualified reservist distribution (QRD) from your healthcare flexible spending account (FSA):

- You have made contributions to your FSA that exceed plan-year reimbursements on the date of your QRD request.
- You are ordered or called to active military duty for a period of at least 180 days or for an indefinite period by reason of being a member of the Army National Guard of the United States, the Army Reserve, the Navy Reserve, the Marine Corps Reserve, the Air National Guard of the United States, the Air Force Reserve, the Coast Guard Reserve, or the Reserve Corps of the Public Health Service.
- You have provided the Administrator with a copy of the order or call to active duty. An order or call to active duty of less than 180 days' duration must be supplemented by subsequent calls or orders to reach a total of 180 or more days.
- You are ordered or called to active military duty on or after the beginning of the plan year that began Jan. 1, 2009.
- You submit to the Administrator a QRD election form during the period beginning on the date of your order or call to active duty and ending on the last day of the Plan Year (or grace period) during which the order or call occurred. For example, if you are called to active duty on Sept. 13, 2009, you must request the QRD between Sept. 13, 2009, and March 31, 2010.(for the 2009 plan year only)

**Amount.** If you meet these conditions, you will receive a QRD equal to your plan-year contributions to your FSA as of the date of your request, minus any reimbursements you already received as of that date. Example: You elected FSA benefits of \$1,000 for the 2009 plan year. During the first six months of the plan year, you make FSA contributions of \$500 and receive reimbursements of \$200 for substantiated medical care expenses. If you request a QRD upon being called to active duty for an indefinite period on June 30, 2009, you would receive a distribution of \$300.

**Further Reimbursement and Account Status.** When you request a QRD, you forfeit the right to receive reimbursements for medical care expenses incurred during the period that begins on the date of your request and ends on the last day of the plan year. Your FSA terminates as of the date you request a QRD.

**Tax Treatment.** Your QRD will be included in your gross income and will be reported as wages on your Form W-2 for the year in which it is paid to you.

## **Dependent Care flexible spending account**

A dependent care flexible spending account is an allowable benefit of a Cafeteria Plan as defined in Section 125 of the Internal Revenue Code. It permits eligible employees to contribute pre-tax to an account for reimbursement of certain dependent care expenses provided to a qualifying individual by a qualified provider. Deductions from your paycheck to the plan are exempt from federal and state income tax and Social Security tax. These deductions reduce your **taxable** income reported on your W-2 and on your income tax returns. Note that reducing your taxable income may have the effect of reducing your total Social Security benefit earnings.

You may contribute up to \$5,000 per year to a dependent care flexible spending account. The minimum monthly contribution is \$20.00. If you and your spouse (not Domestic Partner) both contribute to an account, your combined yearly contribution may not be more than \$5,000.

A dependent care flexible spending account is an alternative to taking a tax credit allowed with your tax filing each year. You may receive a tax break on your expenses, but you must choose whether to use the tax credit or the dependent care flexible spending account. The IRS will not allow you to receive two tax breaks on the same expenses.

Generally, employees with a higher income have a higher percentage tax break through the dependent care flexible spending account. Contact your tax advisor if you have questions about which is best for you.

### **Administrator**

ASIFlex administers PEBB's dependent care flexible spending account program. The customer service department is open from 5 a.m. to 5 p.m. Pacific Time Monday through Friday, and from 7 a.m. to 11 a.m. on Saturday. Contact: (800) 659-3035; TTY (866) 908-6043; fax (866) 381-9682; e-mail [asi@asiflex.com](mailto:asi@asiflex.com). Web site <http://orpebb.asiflex.com>.

### **Mailing Address:**

ASIFlex  
PO Box 6044  
Columbia, MO 65205-6044

### **Physical Address:**

ASIFlex  
201 W. Broadway #4C  
Columbia, MO 65203

### **To Participate**

1. **Estimate your total dependent care expenses for the Plan Year.** Include predictable expenses only. Divide your yearly dependent care expenses estimate by the number of months you expect to receive paychecks during the Plan Year.
2. **Enroll in the dependent care flexible spending account.** Enroll online during Open Enrollment or by submitting a paper form to PEBB. If you become eligible to enroll midyear submit the form to PEBB.

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3. **Receive Dependent care services.** You incur expenses when you receive the services that create the expense. You can file a claim for dependent care services only after you receive the services.
4. **File claims.** After you have received the dependent care services, submit a claim for those expenses (with required substantiation) to ASIFlex.
5. **Receive reimbursements.** ASIFlex will review your claim. If ASIFlex approves the claim, it will reimburse you for the dependent care expenses within one business day of receipt of the claim up to the amount you have on deposit in your account. If your claim exceeds your available funds, ASIFlex will record the difference and will pay as funds become available from payroll.

**A qualifying individual is:**

- Your dependent who is under the age of 13 who lives with you at least one half of the year
- Your spouse or an older dependent who is mentally or physically incapable of self-care who resides with you for more than one half of the year and is a qualifying child or relative under Section 152 of the IRS Code

**A qualified provider** can provide care in your home or outside your home. If the care is provided outside your home by a facility that cares for more than five individuals, it must be licensed by the State. The expenses may not be paid to your spouse, a child of yours who is under the age of 19 at the end of the year in which the expenses are incurred, or to an individual for whom you or your spouse is entitled to a personal tax exemption as a dependent.

## ***Long Term Care Insurance***

**Caution:** If you must complete an Application for Long Term Care Insurance which includes evidence of insurability, the issuance of a long term care insurance certificate will be based on your response to the questions in your application. A copy of your Application for Long Term Care Insurance was retained by you when you applied. If your answers are incorrect or untrue, UNUM may have the right to deny benefits or rescind your coverage. The best time to clear up any questions is now, before a claim arises. If, for any reason, any of your answers are incorrect, contact UNUM at this address: UNUM Life Insurance Company of America, 2211 Congress Street, Portland, Maine 04122.

**Notice to buyer:** This plan may not cover all of the costs associated with long term care which you may incur during the period of coverage. You are advised to review carefully all coverage limitations.

### **1. Outline of Coverage**

This outline of coverage provides a brief description of the important features of the plan. You should compare this outline of coverage to outlines of coverage for other plans available to you.

This is not an insurance contract, but only a summary of coverage. Only the Policy contains governing contractual provisions. This means that the Policy sets forth in detail the rights and obligations of both you and UNUM. Therefore, if you purchase this coverage, or any other coverage, it is important that you read your certificate carefully.

**2.** This Policy is intended to be a qualified Long Term Care insurance contract under Section 7702B(b) of the Internal Revenue Code of 1986.

### **3. Terms under which the certificate may be returned and premium refunded**

- You have a 30 day right to examine the certificate. If, after examining the certificate, you are not satisfied for any reason, you may withdraw your enrollment in the plan by returning your certificate within 30 days of its delivery to you. The certificate, together with a written request for withdrawal must be sent to the Plan Administrator if the applicant is an employee, employee's spouse or employee's domestic partner. All other applicants should send the certificate and written request to UNUM. Upon receipt, your insurance will be deemed void from its effective date and any premium contribution(s) paid will be returned.
- Premiums for additional, increased or terminated insurance may cause a pro-rata adjustment on the next premium due date.

### **4. This is not Medicare supplement coverage**

If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from UNUM. You may obtain a copy of the Guide by calling 1-800-227-4165. UNUM Life Insurance Company of America is not representing Medicare, the federal government or any state government.

### **5. Long term care coverage**

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Plans of this category are designed to provide coverage for one or more necessary or medically necessary diagnostic, preventative, therapeutic, rehabilitative, maintenance or personal care services, provided in a setting other than an acute care unit of a hospital, such as in a nursing home, in the community, or in the home.

This plan provides coverage in the form of a fixed dollar indemnity monthly benefit if you become Disabled. Coverage is subject to policy limitations, benefit maximums and elimination periods.

**6. Benefits provided by the policy**

You are eligible for a monthly benefit after:

- You become Disabled;
- You are receiving services in a Long Term Care Facility or Assisted Living Facility/Adult Foster Home; or Professional Home Care Services if your plan includes a Professional Home Care Services benefit; or Total Home Care if your plan includes a Total Home Care benefit;
- You have satisfied your Elimination Period; and
- A Physician has certified that you are unable to perform, without Substantial Assistance from another individual, two or more ADLs for a period of at least 90 days, or that you require Substantial Supervision by another individual to protect you and others from threats to health or safety due to Severe Cognitive Impairment. You will be required to submit a Physician certification every 12 months.

A monthly benefit will become payable once all of these requirements are met.

The treatment and services you receive for your Disability must be provided pursuant to a written plan of care developed by a Licensed Health Care Practitioner.

If you have an existing loss of ADLs or Severe Cognitive Impairment on your effective date of coverage, that loss or impairment will only be eligible for coverage if you recover from that loss or impairment. We must receive acceptable proof of your ADL or cognitive recovery, such as a physician's statement or an assessment.

The amount of your monthly benefit will be based on the coverage options you chose and the place of residence used for long term care. If your coverage includes Professional Home Care Services, the benefit payment will be based on the number of days you receive these services.

**Adult Day Care** means a community-based program offering health, social and related support services to impaired adults. Adult Day Care can be provided by a Home Health Care Provider or an Adult Day Care Facility.

**Adult Day Care Facility** means a facility that operates under applicable state licensing laws and any other laws that apply, or meets the following tests:

- operates a minimum of 5 days a week;
- remains open for at least 6 hours a day;
- is not an overnight facility;
- maintains a written record of care on each patient;
- includes a plan of care and record of services provided;

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- has a staff that includes a full-time director and at least one registered nurse who are there during operating hours for at least 4 hours a day;
- has established procedures for obtaining appropriate aid in the event of a medical emergency; and
- provides a range of physical and social support services to adults.

**Assisted Living Facility** means:

- An institution that is licensed by the appropriate licensing agency (if licensing is required) to primarily engage in providing ongoing care and services to a minimum of 6 residents in one location and operates under state licensing laws and any other laws that apply.
- any other institution that meets all of the following tests:
  - provides 24 hour a day care, custodial services and personal care assistance to support needs resulting from a disability;
  - has an employee on duty at all times who is awake, trained and ready to provide care;
  - provides 3 meals a day, including special dietary requirements;
  - operates under applicable state licensing laws and any other laws that apply;
  - has formal arrangements for the services of a doctor or nurse to furnish medical care in the event of an emergency;
  - is authorized to administer medication to patients on the order of a doctor; and is not, other than incidentally, a home for the mentally retarded, the mentally ill, the blind or the deaf, a hotel or a home for alcoholics or drug abusers; or
- a similar facility approved by UNUM.
- for these purposes, an institution that meets the requirements is a Residential Care Facility or Assisted Living Facility.

**Adult Foster Home** means:

- a family home or facility that is licensed by the appropriate licensing agency and is primarily engaged in providing (1) room and board to 5 or fewer adults who are not related to the provider by blood or marriage; and (2) services that assist the resident in daily activities, such as bathing, dressing, eating, medication management or money management; or
- any other resident home that meets all of the following tests:
  - provides 24 hour a day care, custodial services and personal care assistance to support needs resulting from a disability;
  - has an employee on duty at all times who is awake, trained and ready to provide care;
  - 3 meals a day, including special dietary requirements; -operates under applicable state licensing laws and any other laws that apply;
  - has formal arrangements for the services of a doctor or nurse to furnish medical care in the event of an emergency;
  - is authorized to administer medication to patients on the order of a doctor;
  - and is not, other than incidentally, a home for the mentally retarded, the mentally ill, the blind or the deaf, a hotel or a home for alcoholics or drug abusers; or
- a similar institution approved by UNUM.

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**Disability and Disabled** means you are unable to perform, without Substantial Assistance from another individual, at least two Activities of Daily Living or you require Substantial Supervision by another individual to protect you from threats to health and safety due to Severe Cognitive Impairment.

**Activities of Daily Living** are: Bathing, Dressing, Toileting, Transferring, Contenance and Eating.

**The Elimination Period** is the number of consecutive days during which you must continue to be eligible for a monthly benefit before a benefit becomes payable.

**Lifetime Maximum** is the maximum that UNUM will pay you for all long term care benefits. You have your own Lifetime Maximum.

**Professional Home Care Services Benefit:**

We will pay you 1/30th of the Monthly Professional Home Care Services Benefit Amount for each day you receive Professional Home Care Services if:

- you are disabled; and
- you choose to receive care anywhere other than in a Long Term Care Facility, or Assisted Living Facility.

This care can be provided at any type of facility, such as an Adult Day Care Facility, or your home by/through a licensed Home Health Care Provider.

**Respite Care:** If you are eligible for a home care monthly benefit but benefits have not yet become payable, payments will be made to you for each day you receive respite care for up to 15 days each calendar year. The amount of your payment will equal 1/30th of your home care monthly benefit for each day that you receive respite care.

Respite care means formal care provided to you for a short period of time to allow your informal caregiver a break from their caregiving responsibilities.

**Severe Cognitive Impairment** means a severe deterioration or loss in intellectual capacity, as reliably measured by clinical evidence and standardized tests in short or long term memory, orientation to people, places or time; and deductive or abstract reasoning.

**Substantial Assistance** means stand-by assistance by another person without which you would not be able to safely and completely perform the ADL.

**Substantial Supervision** means the presence of another individual for the purpose of protecting you from harming yourself or others.

## **Optional Benefits Available**

### **Total Home Care Benefit**

We will pay you the Monthly Total Home Care Benefit Amount if you are disabled and you choose to receive care anywhere other than in a Long Term Care Facility or Assisted Living Facility.

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This care can be provided at any type of facility, such as an Adult Day Care Facility or your home. Care can be provided to you by:

- a formal caregiver, such as a licensed Home Health Care Provider, a registered nurse, a licensed practical nurse, or
- an informal caregiver, such as a friend or relative.

**Inflation Protection Provision - 5% Simple Inflation with No Cap**

Your Monthly Benefit Amount will increase each year on January 1st by 5% of the original Monthly Benefit. Increases will be automatic and will occur regardless of your health and whether or not you are Disabled. Your premium will not increase due to automatic increases in your Monthly Benefit Amount.

The benefit paid is subject to the Lifetime Maximum Benefit Amount. Benefits are not paid during the Elimination Period.

**Refer to the graphic Comparison Chart of all types of Inflation**

**7. Limitations and exclusions**

UNUM will not make long term care payments to you for:

- a Disability caused by war (whether declared or not) or any act of war,
- a Disability caused by attempted suicide (while sane or insane) or self-destruction,
- a Disability caused by a commission of a crime for which you have been convicted under state or federal law or attempting to commit a crime under state or federal law,
- Disabilities or confinements during which you are outside the United States, its territories or possessions for longer than 30 days,
- a Disability caused by alcoholism or alcohol abuse,
- a Disability caused by voluntary use of any controlled substance unless the controlled substance is prescribed for you by a Physician. ("Controlled substance" is defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 and all amendments), or
- a period in which you are confined in a hospital other than if you are confined in a nursing facility that is a distinctly separate part of a hospital (this exclusion does not apply to those periods covered under the Bed Reservation Benefit), or
- a Disability caused by psychological or psychiatric or mental conditions, regardless of cause, which include:
  - depression,
  - generalized anxiety disorders,
  - personality disorders,
  - schizophrenia,
  - manic depressive disorders, or
  - adjustment disorders and other conditions that are usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs or similar methods of treatment.

However, UNUM will make payments to you for conditions that are not psychological, psychiatric or mental in nature, including Alzheimer's disease or similar forms of irreversible dementia.

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**Pre-existing Conditions Exclusion**

**If you do not have to complete an Application for Long Term Care Insurance, which includes evidence of insurability, a pre-existing conditions exclusion may apply to you.**

**Pre-Existing Condition** means any condition that exists for which you received medical treatment, consultation, care or services, including diagnostic measures for the condition, or took drugs or medicines that were prescribed for the condition, during the six month period right before your coverage began.

UNUM will not make any payments to you for a Disability that is caused by, contributed to by, or results from a pre-existing condition, and begins during the first six months after your coverage begins.

**This plan may not cover all the expenses associated with your long term care needs.**

**8. Relationship of cost of care and benefits**

Because the costs of long term care services will likely increase over time, you should consider whether and how the benefits of this plan may be adjusted.

- **Cost.** The premium rate paid for your coverage over the duration of your initial coverage or for any increases is based on your insurance age.
- **Election to increase coverage.** You can apply at any time to increase coverage by filling out a new Benefit Election Form and a Long Term Care/Evidence of Insurability Application.

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## INFLATION PROTECTION COMPARISON

The following chart is an example comparison of monthly benefits with Simple Inflation Protection Option.

<u>Policy Year</u>	<u>Without Inflation Protection</u>	<u>With 5% Simple Inflation Protection</u>
<u>Monthly Benefit</u>	<u>Monthly Benefit</u>	<u>Monthly Benefit</u>
1	\$ 2,000	\$ 2,100
2	\$ 2,000	\$ 2,200
3	\$ 2,000	\$ 2,300
4	\$ 2,000	\$ 2,400
5	\$ 2,000	\$ 2,500
6	\$ 2,000	\$ 2,600
7	\$ 2,000	\$ 2,700
8	\$ 2,000	\$ 2,800
9	\$ 2,000	\$ 2,900
10	\$ 2,000	\$ 3,000
11	\$ 2,000	\$ 3,100
12	\$ 2,000	\$ 3,200
13	\$ 2,000	\$ 3,300
14	\$ 2,000	\$ 3,400
15	\$ 2,000	\$ 3,500
16	\$ 2,000	\$ 3,600
17	\$ 2,000	\$ 3,700
18	\$ 2,000	\$ 3,800
19	\$ 2,000	\$ 3,900
20	\$ 2,000	\$ 4,000

**9. Terms under which the group coverage through the plan may be continued in force or discontinued**

- **Renewability.** The policy is guaranteed renewable. This means you have the right, subject to the terms of the policy, to continue this coverage as long as you pay your premiums on time. UNUM cannot change any of the terms of the policy on its own except that, in the future, it may increase the premium you pay.
- **When coverage will end.** Your coverage will end on the earliest of these dates;
  - the date the Policy ends,
  - the date you are no longer an Active Employee with the Policyholder,
  - the date you no longer work for the Policyholder, or
  - the end of the period for which premiums were last paid to UNUM for your coverage,
  - the date your total benefit payments equal your Lifetime Maximum Amount, or
  - the date you die.

If you are absent from work at the Policyholder for any reason, you will continue to be covered for group coverage if the Policyholder continues to pay premiums to UNUM.

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- **Converted coverage.** If your group long term care coverage ends, for reasons other than your choice to have premium payments stopped for your coverage, you may elect converted coverage. This means that the same coverage you had under this plan can continue on a direct billed basis. If you are already direct billed, your coverage will automatically transfer to converted coverage. Election for converted coverage must be made within 60 days of the date the group coverage would otherwise end. Any premium that applies must be paid directly to UNUM by you for any converted coverage to be continued.
- **Premium waiver.** When benefits become payable, there will be no more cost for your coverage as long as you continue to be eligible for a monthly benefit. If your plan includes Professional Home Care Services and you do not receive these services for a period of 30 consecutive days, premium payments will again become due. Premiums are **not waived** while you are receiving a payment for Respite Care.
- **Right to Change Premiums.** The rate will not increase because you grow older or because of your use of the benefits. However, the rate schedule may change in the future depending on the overall use of the benefits of all covered persons or changes in the benefit levels, plan design or other risk factors. Any such change will be made on a class basis according to UNUM's underwriting risk studies under this type of insurance.

**10. Alzheimer's disease and other organic brain disorders**

The policy provides coverage for Severe Cognitive Impairment. Severe Cognitive Impairment is not related to the inability to perform ADLs. Rather, Severe Cognitive Impairment means that you have lost the ability to reason and suffer a decrease in awareness, intuition and memory. Examples of conditions which may cause Severe Cognitive Impairment are: Alzheimer's disease, multi-infarct dementia, brain injury, brain tumors, and other such structural alterations of the brain.

**11. Premium**

Premiums are based on the plan design selected and the insurance age of each enrolled person. UNUM may change the premium rates when the terms of the policy are changed.

**12. Additional features**

- Medical underwriting may be required
- Eligibility and Participation

You are eligible for the plan if you are an Active or Retired employee of the Policyholder, spouses, domestic partners and your family members.

**PLAN HIGHLIGHTS/SCHEDULE OF BENEFITS**

Your Long Term Care (LTC) insurance plan is described below.

**Elimination Period:** Your plan's Elimination Period of 90 consecutive days is the amount of time you must wait before benefits become payable. This time period must be satisfied only once during the life of your plan.

**Newly Hired Employees** – Will have 60 days from date of hire to sign up for Guarantee Issue coverage. Coverage is effective the first of the month following the date your Benefit Election Form

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is received by the agency. **Guarantee Issue** – As an Employee you are eligible for benefit amounts on a guarantee Issue basis of up to and including \$4,000 and a facility Benefit Duration of 3 or 6 years. Completion of the Benefit Election Form is required for enrollment. This does not require completion of the Long Term Care Insurance Application (medical questionnaire) if you are applying during your initial eligibility period.

**Medical Underwriting Effective Date:** The effective date for those applicants passing medical underwriting is the first of the month following the approval into the plan.

**Medical Underwriting** means that you must answer all questions on a medical questionnaire. In some cases, an interview may also be necessary.

**Delayed Effective Date** – If you are absent from work because you are injured, sick, temporarily laid off or on a leave of absence, your coverage will not begin on your otherwise expected effective date.

**Medical Underwriting for Employees and Family:** (Completion of the Benefit Election Form is required for enrollment) As an **Employee** you are eligible for benefit amounts on a Guarantee Issue basis of up to and including \$4,000 and a Facility Benefit Duration of 3 or 6 years. This does not require completion of the Long Term Care Insurance Application (medical questionnaire) if you apply during your initial eligibility period. The Long Term Care Insurance Application (medical questionnaire) is required if enrolling after your initial eligibility period or if you choose to buy \$5,000, \$6,000 or the Unlimited Duration coverage. **Spouses, Domestic Partners, Retirees** and all **Family Members** must complete the Long Term Care Insurance Application (medical questionnaire) and must be approved for coverage in order to enroll in the Long Term Care plan. **All** Medical Questionnaires must accompany a signed Authorization to request Medical Information Form #6720-03 located in the enrollment kit.

<b>Benefit Duration</b>	<b>3 Years</b>	<b>6 Years</b>	<b>Unlimited Duration</b>
Facility Benefit Amount Per \$1,000 Increments	\$1,000 to \$6,000	\$1,000 to \$6,000	\$1,000 to \$6,000
Adult Foster Care/Assisted Living Facility	60%	60%	60%
Lifetime Maximum Per \$1,000 Increments	\$36,000	\$72,000	Unlimited
Professional Home Care	50%	50%	50%
Total Home Care -Option	50%	50%	50%
Inflation Protection * -Option	Simple Uncapped	Simple Uncapped	Simple Uncapped

\* If you selected an inflation option, and you terminate that inflation option at a future date, you can purchase the inflated coverage amount at your original age.

**Lifetime Maximum:** The Lifetime Maximum is the maximum benefit dollar amount UNUM will pay over the life of your coverage. This dollar amount is based on the Facility Benefit Amount and Benefit Duration. For Example: If you choose \$3,000 Facility Monthly Benefit Amount & 3 Year Duration, your Lifetime Maximum is calculated as follows, \$3,000 per Month X 12 Months X 3 Years = \$108,000 Lifetime Maximum

**Insurance Age:** Insurance Age is used to determine the cost of your coverage. Insurance Age is your age on the plan effective date if you enroll for coverage prior to the plan effective date. If you

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enroll for coverage on or after the plan effective date, insurance age is your age on the date you sign the enrollment form.

**Questions:** Please call, 1-800-227-4165 with questions regarding your Long Term Care Insurance.

### Premium Rates

<b>Rates for \$1,000 Monthly Facility Benefit</b>												
You may choose from \$1,000 - \$6,000 in Facility monthly Benefit. Your monthly Premium will equal the monthly rate for the plan you choose times the facility monthly benefit amount per thousand.												
	Plan 1 Coverage			Plan 2 Coverage			Plan 3 Coverage			Plan 4 Coverage		
	Long Term Care Facility			Long Term Care Facility			Long Term Care Facility			Long Term Care Facility		
	Professional Home Care			Professional Home Care			Professional Home Care			Professional Home Care		
				Total Home Care			Simple Inflation Uncapped			Total Home Care		
										Simple Inflation Uncapped		
	Benefit Duration			Benefit Duration			Benefit Duration			Benefit Duration		
AGE	3 YR	6 YR	Unlimited	3 YR	6 YR	Unlimited	3 YR	6 YR	Unlimited	3 YR	6 YR	Unlimited
18-30	2.2	2.9	4	3.4	4.5	6.4	3.7	4.9	6.8	5.5	7.4	10.5
31	2.2	3	4	3.4	4.6	6.5	3.8	5	6.9	5.6	7.6	10.7
32	2.2	3	4.2	3.4	4.7	6.6	3.8	5.2	7.2	5.7	7.8	11.1
33	2.3	3.1	4.2	3.5	4.8	6.7	4	5.5	7.3	6	8.1	11.4
34	2.4	3.2	4.3	3.6	4.9	6.9	4.2	5.6	7.6	6.2	8.4	11.7
35	2.5	3.3	4.5	3.7	5.1	7.1	4.3	5.9	7.9	6.4	8.7	12.2
36	2.5	3.4	4.6	3.8	5.2	7.3	4.5	6.1	8.1	6.6	9	12.5
37	2.6	3.6	4.8	3.9	5.4	7.6	4.7	6.4	8.6	6.9	9.4	13.1
38	2.8	3.7	4.9	4.1	5.6	7.8	5	6.7	8.8	7.2	9.8	13.6
39	2.9	3.8	5.2	4.3	5.8	8.2	5.2	6.9	9.2	7.5	10.1	14.1
40	3	4	5.4	4.5	6.1	8.5	5.4	7.2	9.6	7.8	10.5	14.7
41	3.1	4.1	5.6	4.7	6.3	8.9	5.7	7.5	10.1	8.2	11	15.3
42	3.3	4.4	5.8	4.9	6.6	9.2	5.9	7.9	10.5	8.5	11.6	16
43	3.4	4.6	6.1	5.1	6.9	9.6	6.2	8.2	11	8.9	12	16.6
44	3.6	4.8	6.4	5.3	7.2	10.1	6.5	8.7	11.5	9.3	12.7	17.4
45	3.8	5.1	6.7	5.6	7.6	10.6	6.9	9.1	12.1	9.8	13.2	18.3
46	3.9	5.3	7.1	5.9	8	11.2	7.1	9.5	12.5	10.2	13.8	19
47	4.1	5.6	7.4	6.2	8.5	11.8	7.4	9.9	13	10.6	14.5	20
48	4.4	5.9	7.8	6.6	9	12.5	7.8	10.4	13.7	11.3	15.3	21.1
49	4.6	6.1	8.1	6.9	9.4	13.1	8.1	10.8	14.3	11.8	16	22.1
50	4.8	6.4	8.6	7.3	10	14	8.5	11.3	14.9	12.4	16.9	23.3
51	5.1	6.8	9	7.8	10.5	14.8	9	11.9	15.7	13.1	17.7	24.6
52	5.4	7.2	9.5	8.3	11.2	15.7	9.5	12.5	16.4	13.8	18.7	25.8
53	5.8	7.6	10.1	8.8	11.9	16.7	10	13.1	17.2	14.6	19.7	27.4
54	6.1	8.1	10.6	9.3	12.7	17.7	10.4	13.7	18	15.2	20.7	28.7
55	6.5	8.6	11.1	9.9	13.5	18.7	11	14.5	18.7	16.1	21.7	29.8
56	6.9	9.1	11.9	10.5	14.4	20	11.6	15.3	19.9	16.9	23	31.8

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	Plan 1 Coverage			Plan 2 Coverage			Plan 3 Coverage			Plan 4 Coverage		
AGE	3 YR	6 YR	Unlimited	3 YR	AGE	3 YR	6 YR	Unlimited	3 YR	AGE	3 YR	6 YR
57	7.4	9.8	12.7	11.3	15.4	21.4	12.4	16.3	21	18	24.4	33.7
58	7.9	10.5	13.6	12.1	16.5	23	13.1	17.2	22.2	18.9	25.8	35.6
59	8.6	11.2	14.6	13	17.7	24.6	14	18.4	23.5	20.3	27.5	37.9
60	9.3	12.1	15.6	13.9	18.9	26.4	15	19.4	25	21.6	29.1	40.2
61	10.1	13.2	17	15	20.7	28.8	16.2	21.1	27.1	23.1	31.6	43.5
62	11.1	14.5	18.6	16.4	22.5	31.3	17.7	22.9	29.2	25	34.1	46.9
63	12.2	15.9	20.3	17.8	24.5	34.1	19.1	24.9	31.6	26.9	36.8	50.7
64	13.4	17.4	22.1	19.4	26.7	37.1	20.8	27	34.1	29	39.6	54.4
65	15.3	19.8	25	21.7	29.8	41.5	23.5	30.3	38.2	32.2	43.9	60.4
66	16.9	21.9	27.8	23.6	32.6	45.4	25.8	33.3	41.9	34.8	47.7	65.7
67	18.9	24.3	30.7	25.9	35.7	49.5	28.3	36.4	45.7	37.6	51.5	70.8
68	20.9	26.9	34	28.2	38.9	54.1	30.8	39.6	49.8	40.6	55.7	76.6
69	23.2	29.7	37.5	30.9	42.5	59	33.7	43.1	54.3	43.8	59.9	82.4
70	25.7	32.9	41.4	33.7	46.5	64.5	36.8	47.2	59.2	47.3	64.8	89.1
71	28.5	36.5	46	37	51	70.7	40.5	51.8	64.9	51.5	70.6	97.1
72	31.6	40.5	50.8	40.5	55.9	77.2	44.6	57	71.2	56	76.8	105
73	35.1	44.7	55.9	44.5	61.3	84.3	48.8	62.1	77.5	60.8	83.3	113.8
74	38.8	49.5	61.6	48.7	67.1	91.9	53.6	68.2	84.6	66	90.4	122.8
75	46.8	59.5	74	58.1	80.1	109.4	63.8	80.8	100.2	77.9	106.6	144.5
76	51.4	65.3	81.2	63.2	87.2	119.1	69.1	87.6	108.7	83.8	114.7	155.6
77	56.4	71.7	89.1	68.7	94.9	129.5	75.3	95.4	118.2	90.5	123.9	168
78	61.9	78.6	97.4	74.8	103.3	140.7	81.5	103.1	127.5	97.2	133.3	180.3
79	68	86.1	106.6	81.4	112.4	152.8	88.7	112.2	138.6	104.9	144	194.5
80	74.7	94.5	116.7	88.6	122.3	165.9	96	121.2	149.4	112.8	154.6	208.5
81	82.3	103.8	128	96.8	133.5	180.5	105.1	132.2	162.7	122.3	167.5	225.2
82	91.3	115	141.4	106.6	146.9	198	114.7	144.2	177	132.7	181.9	243.8
83	100.9	126.8	155.5	117.2	161.3	216.7	125.8	157.8	193.1	144.9	198.2	264.7
84	111.2	139.4	170.3	128.4	176.7	236.1	136.4	170.9	208.4	156.5	214.1	284.7