

# Producers' Health Benefits Plan Disability Plan Benefits California Residents

*Explore the coverage that helps you protect your income and your lifestyle.  
the coverage that helps you protect your income and your lifestyle.*

## What is the difference between Short Term and Long Term Disability insurance?

**Short Term Disability (STD)** insurance can help you replace a portion of your income during the initial weeks of a Disability and pays a weekly benefit.

**Long Term Disability (LTD)** insurance helps replace a portion of your income for an extended period of time and pays a monthly benefit.

## Eligibility Requirements

### Short Term Disability:

All Active Full-Time Staff Employees residing in CA working at least 30 hours per week are eligible to participate.

### Long Term Disability:

All Active Full-Time Staff Employees residing in CA working at least 30 hours per week are eligible to participate.

## How is “Disability” defined under the Plan?

**Disability** or **Disabled** means that as a result of Sickness or injury you are either Totally Disabled or Partially Disabled.

### Totally Disabled or Total Disability means:

- For Short Term Disability benefits: You are unable to perform with reasonable continuity the Substantial and Material Acts necessary to pursue your Usual Occupation in the usual and customary way
- For Long Term Disability benefits:
  - During the elimination period and the next 24 months, you are unable to perform with reasonable continuity the Substantial and Material Acts necessary to pursue your Usual Occupation in the usual and customary way.
  - After such period, you are not able to engage with reasonable continuity in any occupation in which you could reasonably be expected to perform satisfactorily in light of your age; education; training; experience; station in life; and physical and mental capacity that exists within any of the following locations: a reasonable distance or travel time from your residence in light of the commuting practices of your community; a distance of travel time equivalent to the distance or travel time you traveled to work before becoming disabled; or the regional labor market, if you reside or resided prior to becoming disabled in a metropolitan area.

**Partially Disabled or Partial Disability** means while actually working in an occupation, you are unable to earn **80%** or more of your predisability earnings.

If you are Partially Disabled and have received a monthly benefit for 12 months, MetLife will adjust your predisability earnings only for the purposes of determining whether you continue to be Partially Disabled and for calculating the return to work incentive, if any. MetLife will make the initial adjustment as follows: MetLife will add to your predisability earnings an amount equal to the product of your predisability earnings times the annual rate of increase in the consumer price index for the prior calendar year.

Annually thereafter, MetLife will add an amount to your adjusted predisability earnings calculated by the method set forth above but substituting your adjusted predisability earnings from the prior year for your predisability earnings. This adjustment is not a cost of living benefit.

For purposes of determining whether a Disability is the direct result of an injury, the Disability must have occurred within 90 days of the injury and not as a result of Sickness. If your occupation requires a license, the fact that you lose your license for any reason will not, in itself, constitute Disability.

**Sickness** means illness, disease or pregnancy, including complications of pregnancy.

**Substantial and Material Acts** means the important tasks, functions and operations generally required by employers from those engaged in your Usual Occupation that cannot be reasonably omitted or modified. In determining what substantial and material acts are necessary to pursue your Usual Occupation, MetLife will first look at the specific duties required by your job. If you are unable to perform one or more of these duties with reasonable continuity, MetLife will then determine whether those duties are customarily required of other employees engaged in your Usual Occupation. If any specific, material duties required of you by your job differ from the material duties customarily required of other employees engaged in your Usual Occupation, then MetLife will not consider those duties in determining what substantial and material acts are necessary to pursue your Usual Occupation.

**Usual Occupation** means any employment, business, trade or profession and the Substantial and Material Acts of the occupation you are regularly performing for the employer when the Disability began. Usual Occupation is not necessarily limited to the specific job that you performed for the employer.

For a complete description of this and other requirements that must be met, refer to the Certificate of Insurance provided by your Employer or contact your MetLife benefits administrator with any questions.

## **What is the benefit amount?**

### **Short Term Disability:**

The Short Term Disability benefit replaces a portion of your predisability earnings, less the income that was actually paid to you for the same Disability from other sources<sup>1</sup> (e.g., state disability benefits, sick pay, etc.) for which you are claiming benefits under the plan.

The benefit amount is 60% of your predisability weekly earnings subject to the plan's maximum weekly benefit of \$3,000.

### **Long Term Disability:**

The Long Term Disability benefit replaces a portion of your predisability monthly earnings, less other income you may receive from other sources<sup>1</sup> during the same Disability (e.g., Social Security Disability Income, Social Security Retirement Benefits, vacation pay, etc)

The benefit amount is 60% of your predisability monthly earnings; subject to the plan's maximum monthly benefit.

### **What is the maximum monthly benefit?**

The amount of the Long Term Disability benefit may not exceed the maximum monthly benefit established under the plan, regardless of your annual salary amount. The maximum under this plan is \$12,500. If your salary exceeds \$20,833, your LTD benefit will be limited to this maximum.

## **When do benefits begin and how long do they continue?**

### **Short Term Disability:**

Benefits begin after the end of the elimination period. The elimination period begins on the day you become disabled and is the length of time you must wait while being disabled before you are eligible to receive a benefit. The elimination periods are as follows:

**For Injury:** 7 days.

**For Sickness (includes pregnancy):** 7 days.

Benefits continue for as long as you are disabled up to a maximum duration of 52 weeks of Disability.

**Long Term Disability:**

Benefits begin after the end of the elimination period. The elimination period begins on the day you become disabled and is the length of time you must wait while being disabled before you are eligible to receive a benefit. Your elimination period for Long Term Disability is 360 days.

Your plan's maximum benefit period and any specific limitations are described in the Certificate of Insurance provided by your Employer.

## **Additional Disability Plan Benefits:**

### **Coverage with Your Best Interests in Mind...**

When you are ill or injured for a long time, MetLife believes you need more than a supplement to your income. That's why we offer return-to-work services, and financial incentives and assistance in obtaining Social Security Disability Benefits to help you get the maximum benefits from your coverage. (Please note – this assistance is only offered if you are approved for LTD benefits).

### **Services to Help You Get Back to Work Can Include: *Nurse Consultant or Case Manager Services:***

Specialists who personally contact you, your physician and your employer to coordinate an early return-to-work plan when appropriate.

### ***Vocational Analysis:***

Help with identifying job requirements and determining how your skills can be applied to a new or modified job with your employer.

### ***Job Modifications/Accommodations:***

Adjustments (e.g., redesign of work station tools) that enable you to return to work.

### ***Retraining:***

Development programs to help you return to your previous job or educate you for a new one.

### ***Financial Incentives:***

Allow you to receive Disability benefits or partial benefits while attempting to return to work.

### ***The Services of Social Security Specialists:***

Once you are approved for Disability benefits, MetLife can help you obtain Social Security Disability benefits. Our specialists can guide you through the initial application and appeals processes, and may also help you access assistance from attorneys or vendors to pursue Social Security benefits.

## **Answers to Some Important Questions...**

### **Q. *Can I still receive benefits if I return to work part time?***

**A.** Maybe. As long as you are disabled and meet the terms of your Disability plan, you may qualify for adjusted Disability benefits.

Your plan offers financial incentives designed to help you to return to work when appropriate, even on a part-time basis. While disabled, you may receive up to 100% of your predisability earnings for 24 months while receiving LTD benefits, Rehabilitation Incentives, other income sources such as Social Security

Disability Benefits and state disability benefits, and part-time earnings. (Please note – the Social Security Disability Benefit assistance is only offered if you are approved for LTD benefits).

**Under both Short Term Disability coverage and Long Term Disability coverage** you can get a 10% increase in your weekly benefit with the Rehabilitation Incentive.

If you work or participate in a rehabilitation program while disabled, following the 4th weekly benefit payment, the Family Care Incentive provides reimbursement up to \$100 per week for eligible expenses, such as child care.

You may be eligible for the Moving Expense Incentive if you incur expenses in order to move to a new residence recommended as part of the Rehabilitation Program. Expenses must be approved in advance.

***Q. Are there any exclusions for Pre-Existing Conditions?***

**A.** Yes. Your plan may not cover a Disability that is caused by a Pre-Existing Condition. A "**Pre-Existing Condition**" means you received medical treatment, care or services for a diagnosed condition; or took prescribed medication for a diagnosed condition in the 3 months immediately prior to the effective date of coverage under this certificate; and the Disability caused or substantially contributed to by the condition begins in the first 12 months after the effective date of coverage under this certificate.

You are not covered for a Disability caused or substantially contributed to by a Pre-Existing Condition or medical or surgical treatment of a Pre-Existing Condition.

***Q. Does my plan require being under the Regular Care of a Doctor?***

**A.** Yes. You must be under the Regular Care of a Doctor unless Regular Care will not improve the condition(s) causing your Disability; or will not prevent a worsening of the condition(s) causing your Disability.

**Regular Care** means you personally visit a Doctor(s) as frequently as is medically required to effectively manage and treat the condition(s) causing your Disability; and you are receiving appropriate treatment and care which conforms with generally accepted medical standards for the condition(s) causing your Disability.

***Q. Are there any exclusions to my coverage?***

**A.** Yes. Under Short Term Disability, no payment will be made for any Disability caused or contributed to by:

- Elective treatment or procedures, such as cosmetic surgery, reversal of sterilization, liposuction, visual correction surgery, in-vitro fertilization, embryo transfer procedure, artificial insemination or other specific procedures.
- However, pregnancies and complications from any of these procedures will be treated as a sickness.

Under *Short Term and Long Term Disability* coverage no payment will be made for any Disability caused or contributed to by:

- War, whether declared or undeclared, or act of war, insurrection, rebellion or terrorist act;
- Active participation in a riot;
- Intentionally self-inflicted injury or attempted suicide;
- Commission of or attempt to commit a felony.

Additionally, for STD no payment will be made for a Disability caused or contributed to by any injury or sickness for which you are entitled to benefits under Workers' Compensation or a similar law.

***Q. Are there any limitations to my coverage?***

**A.** For Long Term Disability, limited benefits apply for specific conditions:

If you are disabled due to alcohol, drug or substance abuse or addiction, we will limit your disability benefits to one occurrence for a lifetime maximum of Disability for 24 months. During Your Disability, we require you to participate in an alcohol, drug or substance abuse or addiction recovery program recommended by a physician.

Benefits will end at the earliest of

- The date you receive 24 months of disability benefit payments;
- The date you cease or refuse to participate in the recovery program referred above; or
- The date you complete such recovery program.]

If you are disabled due to mental or nervous disorders or diseases, neuromuscular, musculoskeletal or soft tissue disorder, fibromyalgia, chronic fatigue syndrome and related conditions, we will limit your Disability benefits to a per occurrence period limit to the lesser of:

- 24 months; or
- The Maximum Benefit Period.

Your Disability benefits will be limited as stated above for mental or nervous disorder or disease except for:

- schizophrenia;
- neurocognitive disorders; or
- bi-polar 1 disorder

Other limitations or exclusions to your coverage may apply. Please review your Certificate of Insurance provided by your Employer for specific details or contact your benefits administrator with any questions.

The "Plan Benefits" provides only a brief overview of the LTD and STD plans. A more complete description of the benefits provisions, conditions, limitations, and exclusions will be included in the Certificate of Insurance/Summary Plan Description. If any discrepancies exist between this information and the legal plan documents, the legal plan documents will govern.

Long Term Disability ("LTD") and Short Term Disability ("STD") coverages are provided under a group insurance policy (Form GPNP99) issued to your employer by MetLife. This LTD and STD coverages terminates when your employment ceases, when you cease to be an eligible employee, when your LTD and STD contributions cease (if applicable) or upon termination of the group contract by your employer. Like most group insurance policies, MetLife's group policies contain certain exclusions, elimination periods, reductions, limitations and terms for keeping them in force. State variations may apply.

1. MetLife may estimate the amount of income you are eligible to receive from the following sources:  
Federal Social Security Act (Primary and/or Family Benefits); and/or any state compulsory/statutory benefit law.

