

TULARE COUNTY OFFICE OF EDUCATION

LONG TERM DISABILITY

YOUR PLAN PAYS A MONTHLY DISABILITY BENEFIT

60% of your Monthly Compensation not to exceed: (1) a maximum covered Monthly Compensation of \$6,000.00; (2) the amount for which premium is being paid. If applicable, your Disability Benefit will be reduced by Deductible Sources of Income.

ELIGIBILITY

All active and regular classified employees represented by the CSEA bargaining unit and all confidential and classified management working 1.5 hours or more per day.

WHEN COVERAGE BEGINS

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

MONTHLY PREMIUM

\$0.65 per \$100 of covered Monthly Salary.

BENEFITS BEGIN

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

BENEFITS ARE PAYABLE

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

Age	Maximum Benefit Period
Under 65	5 years
65 through 68	To age 70
69 or older	1 year

MINIMUM DISABILITY BENEFIT

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

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

For the first month Disability Payments are provided, the Disability Payment will be the lesser of: the Disability Benefit described above; or 75% of your Monthly Compensation, less any Deductible Sources of Income you receive or are entitled to receive. After 1 month your Disability Payment will be the Disability Benefit described above less any Deductible Sources of Income you receive or are entitled to receive. No Disability Payment will be provided for any period in which you are not under the regular and appropriate care of a physician.

INCREASE OF INCOME DUE TO COST OF LIVING ADJUSTMENTS

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

ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT

If you suffer loss of life, sight or limbs due to an Accidental Injury, an Accidental Death and Dismemberment Benefit of \$25,000.00 will be paid for such loss if the following conditions are met: (a) the loss must result directly from an Injury. The Accidental Injury must be caused by an Accident that occurs while the Policy is in force; (b) the loss must occur no later than 90 days after the date the Accidental Injury was received; and (c) the loss must not be excluded (see Exclusions paragraph). The amount payable applies to loss of life or loss of more than one member. Members include your hands, feet and eyes. Loss of one member is paid at 50% of the AD&D Benefit amount. Loss of thumb and index finger on one hand is paid at 25% of the AD&D Benefit amount.

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

OFFSETS WITH OTHER SOURCES OF INCOME

Deductible Sources of Income include:

(a) other group disability income. (b) Governmental or other retirement system, whether due to Disability, normal retirement or voluntary election of retirement

If you reside in a state other than your employer's state of domicile, where required by law, policy provisions and benefits may vary.

benefits. (c) United States Social Security Act or similar plan or act, including any amounts due your dependent(s) on account of your Disability. (d) State Disability. (e) Unemployment compensation. (f) Sick leave or other salary or wage continuance plans, including substitute differential provided by the Employer. We reserve the right to estimate these Deductible Sources of Income that you may receive as defined in your Certificate.

If we determine that you may qualify for certain of the benefits listed above, we may estimate the amount of benefits you may be entitled to receive.

DISABLED WHILE WORKING: RETURN TO WORK INCENTIVE BENEFIT

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

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

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

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

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

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

FAMILY CARE BENEFIT

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

MENTAL ILLNESS LIMITED BENEFIT

If You are Disabled due to a Mental Illness, Disability Payments will be provided for 2 years, not to exceed the Maximum Disability Period, as long as: (a) you are under the Regular and Appropriate Care of a Physician; and (b) you receive medical treatment (mental or medical examination alone will not be considered treatment) from either: (1) a registered specialist in psychiatry; (2) a Physician administering treatment on the advice of a registered specialist in psychiatry who certifies that such treatment is medically necessary; or (3) a Physician, if in our opinion, a specialist in psychiatry is not required to certify that such treatment is medically necessary. After that, benefits will be paid only if you are confined to a Hospital.

ALCOHOLISM AND DRUG ADDICTION LIMITED BENEFIT

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

WAIVER OF PREMIUM

No premium payments are required while you are receiving payments under the plan after Disability Payments have been received under the plan for 180 consecutive days. We will require proof on an annual basis that you remain Disabled during this time.

SUCCESSIVE DISABILITIES

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

EXCLUSIONS

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

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

TERMINATION OF INSURANCE

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

If:

your coverage ends as a result of your termination of Active Employment; such termination is caused by an Injury or Sickness for which Disability Benefits would be payable; and Disability is established prior to the termination of Active Employment,

then:

Disability Benefits will be paid as if such termination had not occurred.

Termination of the Policy will have no effect on Disability Payments which began before termination. We may end your coverage if you submit a fraudulent claim. Your coverage can be terminated or premiums may be increased on any premium due date with 31 days advance notice.

LEAVE OF ABSENCE

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

PRE EXISTING CONDITION LIMITATION

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

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

DEFINITIONS

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

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

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

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

ELIGIBLE FAMILY MEMBERS: With regards to the Family Care Benefit, this means your child (natural, step, or adopted) living in your household and under age 13; or your family member who is:

- living in your household;
- dependent upon you for support; and
- in need of supervision or assistance due to physical or mental incapacity.

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

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

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