

Integrated Short-Term/Long-Term Disability Insurance

*Developed for the Employees of
County of Fresno*

Protecting Your Family Securing Your Future

“As long as you've got your health . . .”

If you're physically healthy, you can work, play, take care of your family and enjoy life.

But, if something were to happen to you; all your hard work – and everything you have – could be lost unless you take steps to protect your income.

If asked to name your most valuable assets, you might list your home, your furnishings or your automobiles.

But what about your *paycheck*?

You insure your home and your auto. Shouldn't you insure your income as well?

After all, it's your *income* that enables you to buy — and enjoy — all of your other assets.

Having adequate insurance coverage is not only the basis for a sound financial blueprint, it helps to provide the protection you need to ensure that your family, your home and your finances will be protected.

By purchasing this disability insurance through your employer, you also benefit from:

- Affordable group rates
- Convenient payroll deduction

How This Program Protects You

If you suffer a covered disability while insured by this plan, you'll receive monetary benefits designed to help you maintain your normal lifestyle.

This program covers disabling injuries or sicknesses that last beyond the elimination period, whether they occur on or off the job.

Please take a few minutes *now* to read this program description and learn how this valuable program helps protect your income *AND* your lifestyle.

Eligibility For Coverage

Class 1 – You must be an active, full-time salaried employee who is a confidential or non-represented employee; or an active, salaried employee who is a member of one of the following collective bargaining units: Deputy Probation Officers, Correctional Sergeants Bargaining Unit #37 or County Engineers Unit #42 with less than 31 days of sick pay, vacation pay, annual leave or other salary continuation to receive coverage under this plan. Full-time employment means you work at least 40 hours per week.

Class 2 – You must be an active, full-time salaried employee who is a confidential or non-represented Employee; or an active salaried Employee who is a member of one of the following bargaining units: Deputy Probation Officers; Correctional Sergeants Bargaining Unit #37; or County Engineers Unit #42 with 31 days or more of sick pay, vacation pay, annual leave or other salary continuation to receive coverage under this plan. Full-time employment means you work at least 40 hours per week.

Eligibility Waiting Period

All employees who meet the eligibility requirements are eligible to participate in this program immediately.

You can enroll any time within 31 days following the date you become eligible for coverage. If you decide to enroll later, you will have to provide acceptable evidence of good health. This may require a medical examination, at your cost.

You will be asked to complete an enrollment form, indicating your wish to participate and your authorization for payroll deductions.

When Coverage Takes Effect

If you meet these eligibility requirements, your coverage takes effect on the later of the program's effective date, the date you become eligible, the date we receive your completed enrollment form, or the date you authorize any necessary payroll deductions.

If you have to submit evidence of good health, your coverage takes effect on the date we agree, in writing, to cover you. If you're not actively at work on the date your coverage would otherwise take effect, you'll be covered on the date you return to work.

How Disability Is Defined

To receive benefits under this plan, you must be disabled (as defined below) as a result of a covered injury or sickness, and you must be under the appropriate care of a licensed, practicing physician who is qualified to treat your disability.

Disabled means that, solely because of a covered injury or sickness, you are unable to perform the material duties of your regular job and you are unable to earn 80% or more of your indexed earnings from working in your regular job. After benefits have been payable for 15 months, you are considered disabled if solely due to your injury or sickness, you are unable to perform all the material duties of any occupation for which you are (or may reasonably become) qualified by education, training or experience, or you are unable to earn 80% or more of your indexed covered earnings. We will require proof of earnings and continued disability.

Injury means any accidental loss or bodily harm that results directly and independently of all other causes from an accident.

Sickness means any physical or mental illness.

Accident means a sudden, unforeseeable event that causes bodily injury and occurs while you are covered under this plan.

Appropriate Care means the determination of an accurate and medically supported diagnosis of your disability, or ongoing medical treatment and care of your disability by a physician that conforms to generally accepted medical standards, including frequency of treatment and care.

Qualified Alternative means an occupation that meets all of the following conditions:

- the material duties of the occupation can be performed by you based on your training, experience or education.
- it is within the same geographic area as the regular occupation you held with your employer on the date your disability begins.
- a job in that occupation is offered to you by the employer.
- the wages for that occupation, including commissions and bonus are 80% or more of your indexed covered earnings.

Regular Job means the job you routinely perform at the time your disability begins. In evaluating your disability, the insurance company will consider the duties of your job as it is normally performed for your employer.

Regular Occupation means the occupation you routinely perform at the time your disability begins. In evaluating your disability, the insurance company will consider the duties of your occupation as it is normally performed in the general labor market in the national economy. It is not work tasks that are performed for a specific employer or at a specific location.

Optimum Ability means your ability to work based on the following: medical evidence you submitted, consultation with your physician, evaluation of your ability to work by not more than three independent experts if required by us.

Transitional Work Arrangement means an offer of work at an

occupation for wage or profit for which: 1) the sum of wages, commissions, bonus and other compensation for that work is 20% or more of your indexed covered earnings; 2) at the time the work is offered, you can perform, with or without accommodation, some or all of the material duties of that occupation; and 3) you are disabled.

Physician means a licensed doctor practicing within the scope of his/her license and rendering care and treatment to an employee that is appropriate for the condition and locality. A physician cannot be the employee, his/her spouse, the immediate family of either the employee or spouse, or a person living in the employee's household.

Elimination Period

Before collecting benefits, you must satisfy an elimination period following your date of disability.

Class 1 – For your plan, this period is 7 days of continuous disability or the expiration of your sick leave, whichever is greater. The elimination period ends automatically on the date you are admitted as an inpatient to a hospital. Before collecting Long-Term Disability benefits, you must exhaust your Short-Term Disability benefits.

Class 2 – For your plan, this period is 31 days of continuous disability or the expiration of your sick leave, whichever is greater. The elimination period ends automatically on the date you are admitted as an inpatient to a hospital. Before collecting Long-Term Disability benefits, you must exhaust your Short-Term Disability benefits.

Continuity of Coverage

If you were covered under your prior company sponsored disability program immediately before this policy became effective, the elimination period for this plan will be waived for any disability that begins while you are insured under this plan if:

- the disability results from the same or related condition for which prior benefits were payable but the prior plan did not pay benefits solely because it is no longer in effect.
- the elimination period would not have applied under the prior plan, had it remained in effect.
- you were in active service, covered under this plan, for more than 14 consecutive days.
- the disability begins within 6 months of your return to active service.

If benefits are payable under the prior plan, then no benefits will be payable under this plan. If benefits are not payable under the prior plan (solely because it is no longer in effect), this plan will pay the lesser of the gross benefit payable under this plan or under the prior plan.

Benefits

This plan pays a benefit up to 66.67% of your weekly covered earnings — to a weekly maximum of \$300 during the first 25 weeks of disability. After this, benefits are paid monthly, in amounts up to 66.67% of your monthly indexed covered earnings, to a monthly maximum of \$1,300.

Your benefit amount will be reduced by any amounts payable to you by any of the sources listed under the “Effects of Other Income Benefits” section.

Your benefit amount will also be reduced if you are not working and it is determined by independent medical specialists that you could work to your level of optimum ability.

Covered earnings means your wages or salary, excluding overtime pay, bonuses, commissions and other extra compensation.

Conversion

After 6 months this plan includes a “Conversion Privilege” feature. If you are under age 70, you may be eligible to become insured under a separate disability plan if you should leave your current employer. If you enroll for this option within 31 days of your termination of employment, you will not be required to submit evidence of good health. You will not be eligible for this option after 62 days following your termination of employment. Please ask your Benefits Administrator or Human Resource Specialist for more information about this feature.

Family Survivor Benefit

After 6 months this plan also includes a Family Survivor Benefit feature. With this feature, if you die while receiving disability benefits, we will pay a monthly survivor benefit based on 100% of the total of your last month’s benefit plus the amount of any disability earnings by which this benefit had been reduced for that month. We continue this benefit for a period of 6 months.

We pay this benefit directly to your lawful spouse*, or to your children in equal shares, if there is not lawful spouse.

If you have no lawful spouse or children, we pay this benefit to your estate.

**Spouse means your lawful spouse living with you on the date your disability begins. For residents of California, Domestic Partner means the person is registered with the California Secretary of State as your Domestic Partner. Wherever the term Spouse appears in the Family Survivor Benefit section (except for any definition of the term “Spouse”) it shall also include Domestic Partner. Additional information is available from your Benefit Services Representative.*

Return-To-Work Incentives

This plan encourages you to return to work as soon as medically feasible. It includes return-to-work incentives that offer you both the opportunity and the encouragement to successfully return to productive employment.

Return-to-Work Incentive Benefit

You may continue to receive benefits if you return to work but continue to meet the definition of disability.

While weekly benefits are payable, and throughout the first 30 months that monthly benefits are payable, benefits will be reduced so that the combination of this plan's benefit, work earnings, and other income benefits do not exceed 100% of your pre-disability indexed earnings. After the first 30 months, benefits payable under this plan are reduced by 50% of your actual work-earnings.

If you return to work while benefits are payable, but are not performing to the level of your optimum ability in that work — as determined by independent medical specialists qualified to make such an evaluation — the benefits payable under this plan will be reduced by the difference between what you actually earn and what you would be earning if working to the level considered by those specialists to be your optimum ability.

Recurrent Disability Feature

If you return to work in your regular occupation after receiving benefits under this plan, then again become disabled from the same or a related cause, you will *not* have to fulfill another elimination period, if you have worked less than 6 consecutive months and you earn less than the percentage of your indexed earnings used when determining your disability during at least one month. The disability would be considered a continuation of your initial claim.

If the second disability recurs beyond this limit or results from a cause unrelated to the first, you must file a new claim and fulfill a new elimination period.

Rehabilitation Services

If you are offered a rehabilitative assistance program we will work with you during the course of your elimination period or while benefits are payable. You will be expected to cooperate with the implementation of that assistance program. If you refuse such assistance without good cause (e.g., a medically substantiated reason), disability benefits will not be payable and coverage under this plan will end. Coverage may be reinstated, and benefits resumed, if, within 30 days of the termination date, you agree to participate in the rehabilitation efforts.

Return-To-Work Incentives

Spouse Rehabilitation Services

While you are on Long-Term Disability, your spouse* may, at our option, be eligible to participate in a rehabilitation plan. The spouse's rehabilitation plan may include, payment of your spouse's education expense, reasonable job placement expenses and moving expenses. It may also include family care expenses if necessary for your spouse to be retrained under the rehabilitation plan.

To be eligible, you must be continuously disabled for 12 months, your spouse's earnings must be 60% or less than your covered earnings and your spouse must be determined by the insurance company to be a suitable candidate for rehabilitation.

Spouse means your lawful spouse living with you on the date your disability begins. The rehabilitation plan will end if your spouse is not living with you during the term of the agreement.

Your monthly benefits will reduce by 50% of your spouse's earnings from rehabilitative work. If your spouse was working before the rehabilitation plan began, monthly benefits will be reduced by 50% of the increase in income that results from a spouse's participation in the program.

**For residents of California, Domestic Partner means the person is registered with the California Secretary of State as your Domestic Partner. Wherever the term Spouse appears in the Spouse Rehabilitation Services section (except for any definition of the term "Spouse") it shall also include Domestic Partner. Additional information is available from your Benefit Services Representative.*

For Long-Term Disability **Indexed Covered Earnings** are the same as covered earnings for the first 12 months of benefit payments. After the 12th month of benefit payments, we apply an increase to your covered earnings amount, and refer to this as "indexed covered earnings," in order to calculate the maximum benefit payable under this plan when combined with other income benefits you may be eligible to receive. The amount of the increase we apply is the lesser of either 10% or the rate specified in the Consumer Price Index for Urban Wage Earnings and Clerical Workers (CPIW) for the preceding calendar year. We do not reduce indexed covered earnings if the CPIW drops. If the CPIW is ever discontinued, we will use a comparable national index to calculate indexed covered earnings.

Effects of Other Income Benefits

Disability insurance is designed to help you meet your financial obligations if you cannot work as a result of a covered injury or sickness. The disability benefit provided by this plan is a total benefit; that is, it will be reduced by any disability benefits payable on behalf of you or your dependents, or a qualified third party on behalf of you or your dependents, whether or not you are actually receiving them. Your disability benefits will not be reduced by any Social Security disability benefits you are not receiving as long as you cooperate fully in efforts to obtain them and agree to repay any overpayment when and if you do receive them.

Other income sources that may reduce your benefits under this plan include:

- Any Social Security disability or retirement benefits you or any third party receive (or are assumed to receive) on your own behalf; or which your dependents receive (or are assumed to receive) because of your entitlement to such benefits.
- Benefits payable by a Canadian and/or Quebec provincial pension plan.
- Amounts payable under the Railroad Retirement Act.
- Amounts payable under any local, state, provincial or federal government disability or retirement plan or law as it pertains to the employer.
- Employer-paid portion of company retirement plan benefits.
- Amounts payable by company sponsored sick leave or salary continuation plan.
- Amounts payable by any franchise or group insurance or similar plan.
- Benefits payable under work-loss provisions of any mandatory "no fault" auto insurance.
- Any amounts paid on account of loss of earnings or earning capacity through settlement, judgment, arbitration or otherwise, where a third party may be liable, regardless of whether liability is determined.
- Amounts payable under any workers' compensation (including temporary or permanent disability benefits), occupational disease, and unemployment compensation. This includes damages, compromises or settlements paid in place of such benefits, whether or not liability is admitted.

Income sources that **WILL NOT** reduce your benefits under this plan are:

- Benefits paid by personal, individual disability income policies.
- Individual deferred compensation agreements.
- Employee savings plans, including thrift plans, stock options or stock bonuses.
- Individual retirement funds, such as IRA or 401(k) plans.
- Profit-sharing, investment or other retirement or savings plans maintained in addition to an employer-sponsored pension plan.

Minimum Disability Benefit

Your benefits from this plan will never be less than \$25 per month for the first 6 months or \$100 after the first 6 months. However, if there is an overpayment due, the minimum benefit may be reduced or not apply in order to recover the overpayment.

Benefit Period

Once you qualify for benefits under this plan, you continue to receive them until the end of the benefit period, or until you no longer qualify for benefits, whichever occurs first. (We will ask you to periodically furnish proof of your continuing disability.)

Your short-term disability benefits will be paid weekly.

Your long-term disability benefits will be paid monthly.

Your benefit period begins on the first day after you complete your elimination period. And, should you remain disabled, your benefits continue according to the following schedule, depending on your age at the time you become disabled.

Age at Commencement of Disability	Duration of Benefit Period
Age 67 or younger	To age 65 or the date the 24 th monthly benefit is payable, if later.
68 years	21 monthly payments
69 years	18 monthly payments

Benefits payable under this plan will terminate on the earliest of any date indicated below:

- The date we determine you are no longer disabled.
- The date you earn from any occupation more than the percentage of your indexed covered earnings as defined in your definition of disability.
- The date the maximum benefit period ends (see above schedule).
- The date you cease to get appropriate care.
- The date you die.
- The date you refuse to participate without good cause in all required phases of the rehabilitation plan.
- The date you fail to cooperate with us in the administration of the claim.

Benefits may be resumed if you begin to cooperate in the rehabilitation plan within 30 days of the date benefits terminated.

Limitation to Mental/Nervous Conditions and Drug/Alcohol Abuse

This plan limits benefits for disabilities caused by or contributed to by any one or more of the following conditions:

- Alcoholism
- Anxiety-disorders
- Delusional (paranoid) or depressive disorders
- Drug addiction or abuse
- Eating disorders
- Mental illness
- Somatoform disorders (including psychosomatic illnesses).

Benefits for these conditions have a lifetime limit of 24 months for outpatient treatment. The plan also pays benefits during periods of hospital confinement for these conditions, as long as hospitalization lasts for more than 14 consecutive days and occurs before the 24-month lifetime outpatient limit is exhausted. Once the 24-month outpatient benefits are exhausted, the plan pays no further benefits for these conditions.

Exclusions

This plan does not pay benefits for a disability which results, directly or indirectly, from any of the following:

- Suicide, attempted suicide, or whenever you injure yourself on purpose
- War or any act of war, whether or not declared
- Active participation in a riot
- Commission of a felony
- The revocation, restriction or non-renewal of your license, permit or certification necessary for you to perform the duties of your occupation, unless solely due to injury or sickness otherwise covered by the policy
- Cosmetic surgery or medically unnecessary surgical procedures

(**Medically necessary** means: prescribed by a licensed physician as required treatment for a sickness or injury *and* appropriate according to conventional medical practice in the locality where it is performed. Benefits are payable if the disability is caused by your donation of an organ in a non-experimental organ transplant procedure.)

In addition, we will not pay disability benefits for any period of disability during which you are incarcerated in a penal or corrections institution for any reason.

Changes To Existing Coverage

You can make changes to your existing coverage within 31 days after the following specific “life status changes.”

- Marriage, divorce, annulment or legal separation.
- Birth or adoption of a child.
- Your spouse’s death, termination of employment, or a change in benefit plans available to your spouse.
- Change in your or your spouse’s employment affecting your benefits eligibility.

Termination of Coverage

Your coverage will end on the earliest of any of the following dates:

- the date you are no longer a member of an eligible class of employees.
- the date the plan is terminated by the insurer or the employer.
- the day after the last date for which premium has been paid by you or the employer.
- the date you become eligible for a plan of benefits intended to replace this coverage.
- the date you are no longer in active service.
- the date benefits end because you did not comply with the terms and conditions of the policy.

If you are receiving disability benefits when the policy terminates, disability benefits will continue if you remain disabled and meet the requirements for the insurance. Any later period of disability, regardless of cause, that begins when you are eligible under another disability coverage provided by any employer, will not be covered.

How Much Your Coverage Will Cost

The cost of this insurance program is paid for by you. Please indicate your disability plan choice (or your decision not to select coverage) on your enrollment form. You must authorize payroll deduction for premium payments. You’ll pay a specified amount per month for each \$100 of monthly covered earnings.

The cost of this coverage is \$1.15 per \$100 of monthly covered earnings.

Costs are subject to change.

To calculate the cost of your coverage, follow these steps:

Step 1. Enter your gross or pre-tax monthly pay (not counting commissions, bonus or overtime). Round to nearest dollar. This amount cannot exceed \$1,950). \$ _____

Step 2. Enter the rate. \$ _____

Step 3. Multiply gross pay (line 1) by the rate. \$ _____

Step 4. Divide by 100 to determine the amount of premium that will be deducted from your paycheck each month. \$ _____

(Please Note: All benefits in this plan are paid on a monthly basis, regardless of your regular pay period.)

This information is a brief description of the important features of this plan. It is not a contract. Terms and conditions of the coverage are set forth in Group Policy No. SLK-001062, on Policy Form TL-004700, issued in Delaware to the Group Insurance Trust for Employers in the Public Administration Industry. The group policy is subject to the laws or jurisdiction in which it is issued. The availability of this offer may change. Please keep this material as a reference, and file it with your certificate, should you become insured.

*Coverage is underwritten by
Life Insurance Company of North America
1601 Chestnut Street
Philadelphia, PA 19192*



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Life • Accident • Disability

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CLASSES 1 & 2