

# ■ Terms and Exclusions

The information described here is subject to all terms and provisions of the group policies and is effective September 1, 2018.

## **Changes in premium/termination of the group policies/miscellaneous**

The Disability Insurance and Life Insurance from The Standard are provided under two separate policies. The group policies may be terminated by The Standard or CTA according to their terms. CTA may terminate the group policy, in whole, and may terminate insurance for any class or any group of participants at any time by giving The Standard written notice. The Standard may change premiums in accordance with the terms of the group policies.

## **Disability Insurance eligibility**

You are a participant if you are an active classified employee who (1) is regularly working for an employer(s) at least 20 hours per week for at least 180 days per year under terms of your employment with the employer(s); (2) is a CTA Education Support Professional (CTA ESP) member in good standing of California Teachers Association; and (3) is a citizen or resident of the United States or Canada. You must not be: (1) a student member of CTA; (2) an agency fee member of CTA or a non-member of CTA; (3) a retired member of CTA; (4) a full time member of the armed forces of any country.

## **Disability Insurance Evidence of Insurability**

You are required to submit evidence of insurability (proof of good health, which may include a medical examination and/or a blood test) if you apply more than 180 days after you become an employee of an employer, or if you fail to make the required premium contribution by the third month following the date you apply for insurance; if you have been eligible for insurance under the policyholder's group disability plan for more than 180 days but are not insured under the plan; or for certain reinstatements.<sup>1</sup>

## **Disability Insurance Active Work Requirement**

All coverage is subject to an active work requirement. If you are incapable of active work because of sickness or injury on the scheduled effective date of your insurance or an increase in your insurance, your insurance will not become effective until you complete 10 full consecutive days of active work as an eligible participant.

## **Definition of Disability**

For the benefit waiting period and during the usual

occupation period (one benefit year), you are disabled if you are unable, as a result of sickness or injury, to perform with reasonable continuity the substantial and material acts of your usual occupation. You are also disabled if you are working in your usual occupation but are unable, as a result of sickness or injury, to earn 80% or more of your indexed regular daily contract salary.

## **Disability Insurance exclusions and limitations**

Benefits are not payable for any disability:

- Caused or substantially contributed to by a preexisting condition unless you have been continuously insured and actively at work for 10 consecutive required days of attendance on the date you become disabled.

**Preexisting condition** means a diagnosed mental or physical condition for which you have received medical treatment, care or services or have taken prescribed medication at any time during the 30-calendar-day period just before your insurance becomes effective.

- Due to intentionally self-inflicted injuries, committing or attempting to commit an assault or a felony, war or any act of war, declared or undeclared.
- Unless you are under the care of a physician appropriate to the condition(s) causing disability.

**Physician** means a licensed medical professional, diagnosing and treating individuals within the scope of the license. The term includes a legally licensed physician, dentist, optometrist, podiatrist, psychologist or chiropractor. Physician does not include you or your spouse/domestic partner, or the brother, sister, parent or child of either you or your spouse/domestic partner.

## **Disability Insurance Accidental Death and Dismemberment (AD&D) exclusions and limitations**

Benefits are not payable for losses caused or contributed to by sickness (illness or disease, mental disorder, pregnancy, or donation of organs or bone marrow for transplant into another person), war or any act of war, suicide or self-inflicted injury, or the commission or attempt to commit an assault or felony. AD&D benefits are not payable for losses occurring more than 365 days after the accident. Losses must be caused directly by the accident.

## **When Disability Benefits End**

Your disability benefits end automatically on the earliest of the date you are no longer disabled, the date your maximum benefit period ends, the date you die, the date benefits become payable under any other group long term disability insurance policy under which you

<sup>1</sup> Exceptions exist during special enrollment opportunities.

become insured during a period of temporary recovery, or the date you fail to provide proof of continued disability and entitlement to benefit.

### **Disability Insurance termination provisions**

Your insurance ends automatically on the earliest of:

1. The date the last period ends for which a premium was paid for your insurance.
2. The date the group policy terminates.
3. The date your employment terminates. However, insurance will continue for up to 90 days following the date employment terminates, provided insurance premiums continue to be paid and termination of your employment occurs due to any of the following, as determined by the employer:
  - a. Budgetary constraints
  - b. Decline in student attendance
  - c. Reduction or discontinuance of a service
  - d. Curriculum modification
4. The first day of the calendar month following the date you cease to be a participant, unless:
  - a. You cease to be a participant because you are not working the minimum number of required hours. In this case, unless it ends under 1 through 3 above, your insurance will be continued during the following periods:
    - During the benefit waiting period.
    - During a leave of absence if continuation of your insurance under the group policy is required by federal or state-mandated family or medical leave act or law.
    - During the first 90 days of a temporary layoff.
    - Through the last day of the calendar month in which you are absent from active work due to a labor dispute.
    - Through the last day of the first calendar month for which you are absent from active work due to a leave of absence.
    - During a scheduled vacation period; or
  - b. You cease to be a participant because you are not a CTA Education Support Professional (CTA ESP) member in good standing of CTA. In this case, unless it ends under 1 through 3 above, your insurance will continue through the first day of the calendar month following the date of the termination letter.

### **Life Insurance eligibility**

You must be one of the following: (1) an active employee of an employer and a member in good standing of CTA

or (2) a retired employee who (a) is a retired employee of an employer and a CTA-NEA Retired Lifetime Member and (b) was insured under the group policy or prior plan immediately prior to retirement and (c) is eligible to receive benefits under the State Teachers Retirement System (CalSTRS) or Public Employees Retirement System (CalPERS) and authorizes premium deductions. You must not be: (1) a student member of CTA; (2) an agency fee member of CTA; (3) insured under another group voluntary life insurance policy issued by us to the policyholder; (4) a retired annual member of CTA; (5) a full time member of the armed forces of any country.

### **Life Insurance Active Work Requirement**

All coverage is subject to an active work requirement. If you are incapable of active work because of physical disease, injury, pregnancy or mental disorder on the scheduled effective date of your insurance or an increase in your insurance, your insurance or increase will not become effective until you complete one full day of active work as an eligible participant.

### **Life Insurance Evidence of Insurability**

Evidence of insurability (proof of good health, which may include a medical examination and/or a blood test) is required if you apply for Life Insurance more than 180 days after you become an employee of an employer, or fail to make the required premium contribution by the third month following the date you apply for Life Insurance; if you apply for Dependents Life Insurance more than 31 days after you become eligible for dependents coverage under the policyholder's Group Life Insurance plan, or you fail to make the required premium contribution by the third month following the date you apply; to become insured for an amount of Life Insurance in excess of \$200,000; to become insured for an amount of Dependents Life Insurance in excess of \$25,000; to become insured for an amount greater than the amount for which you or your dependent was insured under the prior plan, if insured under the prior plan; for any increase in Life Insurance or Dependents Life Insurance; and reinstatements if required.<sup>1</sup>

### **Life Insurance termination provisions**

Your insurance will automatically end on the earliest of:

1. The date the last period ends for which a premium was paid for your Life Insurance;
2. The date the group policy terminates;
3. The date your employment terminates, unless you are covered as a retired participant;
4. The first day of the calendar month following the date of the termination letter if you cease to be a

<sup>1</sup> Exceptions exist during special enrollment opportunities.

participant because you are not a CTA member in good standing; and

5. The first day of the calendar month following the date you cease to be actively at work. However, if you cease to be actively at work, your Life Insurance may be continued with advance written notice to us and provided premiums are paid during the following periods, unless it ends under 1 through 4 above:
  - During the first 90 days of a temporary layoff.
  - Through the last day of the calendar month in which you are absent from active work due to a labor dispute. However, insurance may be continued during a labor dispute for up to six months, subject to the provisions in the group policy.
  - During a leave of absence if continuation of your insurance under the group policy is required by a state-mandated family or medical leave act or law.
  - During any other scheduled leave of absence approved by your employer in advance and in writing, and lasting not more than 24 months.
  - During the period of your service on active duty in the National Guard or the Reserves of the armed forces of the United States within the limits of the United States.

#### **Dependents Life Insurance termination provisions**

Dependents Life Insurance ends automatically on the earliest of:

1. Two years after you die (no premiums will be charged for your Dependents Life Insurance during this time). However, coverage for your spouse/ domestic partner will not be continued beyond the date your surviving spouse/domestic partner remarries or enters a domestic partner relationship.
2. The date your Life Insurance ends (except as provided in 1 above).
3. The date the group policy terminates, or the date Dependents Life Insurance terminates under the group policy.
4. The date the last period ends for which a premium was paid for your Dependents Life Insurance (except as provided in 1 above).
5. For your spouse/domestic partner, the date of your divorce or termination of your domestic partner relationship.

6. For any dependent, the date the dependent ceases to be a dependent.
7. For a child who is disabled, 90 days after we mail you a request for proof of disability, if proof is not given.

#### **Life Insurance Accidental Death and Dismemberment (AD&D) exclusions and limitations**

Benefits are not payable for losses caused or contributed to by physical disease or mental disorder or pregnancy, bacterial infections, medical or surgical treatment, war or any act of war, suicide or self-inflicted injury or the commission or attempt to commit an assault or felony. AD&D benefits are not payable for losses occurring more than 365 days after the accident. Losses must be caused solely by the accident.

#### **Accidental Death and Dismemberment termination provisions**

AD&D Insurance ends automatically for participants on the earliest of:

- The date your Life Insurance ends
- The date the last period ends for which a premium was paid for your AD&D Insurance.
- The date AD&D Insurance terminates under the group policy.
- The date you retire.

Dependents AD&D Insurance ends automatically on the earliest of:

- The date your Dependents Life Insurance ends.
- The date Dependents AD&D Insurance terminates under the group policy.
- The date the last period ends for which a premium was paid for your Dependents AD&D Insurance.
- For your spouse/domestic partner, the date of your divorce or termination of your domestic partner relationship.
- For any dependent, the date the dependent ceases to be a dependent.
- For a child who is disabled, 90 days after we mail you a request for proof of disability, if proof is not given.
- The date you retire.