

# GROUP LONG-TERM DISABILITY INSURANCE SUMMARY OF COVERAGE



Wasco County  
GMTD-34B9  
Revised: July 1, 2008  
All eligible employees

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

<b>BENEFITS</b>	
<b>Elimination Period</b>	The Elimination Period is 90 calendar days. For accumulating days of Total or Partial Disability to satisfy the Elimination Period, the following will apply: <ul style="list-style-type: none"><li>• a period of Total and/or Partial Disability will be treated as continuous during the Elimination Period unless You are determined to be neither Totally nor Partially Disabled for more than 30 accumulated days; and</li><li>• days You are not Totally or Partially Disabled will not be used to satisfy the Elimination Period.</li></ul>
<b>Monthly Benefit</b>	If You are Totally Disabled and earning less than 20% of Your Indexed Pre-Disability Earnings, the Monthly Benefit is the lesser of: <ul style="list-style-type: none"><li>• 66 2/3% of Your Basic Monthly Earnings, less Other Income Benefits; or</li><li>• the Maximum Monthly Benefit. The Maximum Monthly Benefit is \$5,000, less any Other Income Benefits.</li></ul>

	<p>If You are:</p> <ul style="list-style-type: none"> <li>• Partially Disabled, and</li> <li>• Your Current Earnings are at least 20%, but less than 80% of Your Indexed Pre-Disability Earnings,</li> </ul> <p>the Monthly Benefit will be figured as follows:</p> <ul style="list-style-type: none"> <li>• for a total of 12 months during the time You are Partially Disabled, the Monthly Benefit amount will be equal to the Monthly Benefit payable when You are Totally Disabled unless the sum of: <ul style="list-style-type: none"> <li>• the Gross Monthly Benefit while You are Totally Disabled, plus</li> <li>• Current Earnings You receive while You are Partially Disabled, exceeds 100% of Your Indexed Pre-Disability Earnings. If this sum exceeds 100% of Your Indexed Predisability Earnings, the Monthly Benefit will be reduced by that excess amount.</li> </ul> </li> <li>• After benefits have been paid for a total of 12 months, the following formula will be used to figure the Monthly Benefit: <math display="block">\frac{(A+D) \times C}{B}</math> <p>A = Your Indexed Pre-Disability Earnings less any Current Earnings You are receiving.  B = Your Indexed Pre-Disability Earnings.  C = Your Monthly Benefit amount payable if You were Totally Disabled rather than Partially Disabled.  D = The amount of child care expense You incur as determined by the Child Care Expense provision.</p> </li> </ul>																								
<b>Minimum Monthly Benefit</b>	Your Monthly Benefit will never be less than \$50.																								
<b>Maximum Benefit Period</b>	<p>If You are Totally or Partially Disabled because of an Injury or Sickness, We will pay in accordance with the following. However, disabilities resulting from a Mental Disorder or Alcohol or Drug Abuse and/or Substance Abuse will be paid in accordance with any Mental Disorder Limitation or Alcohol and Drug Abuse and/or Substance Abuse Limitation shown in the Schedule.</p> <table border="1" data-bbox="548 1289 1477 1755"> <thead> <tr> <th data-bbox="548 1289 784 1329"><b>Age at Disability</b></th> <th data-bbox="784 1289 1477 1329"><b>Maximum Benefit Period</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="548 1329 784 1369">59 or less</td> <td data-bbox="784 1329 1477 1369">to age 65, but not less than 60 months</td> </tr> <tr> <td data-bbox="548 1369 784 1409">60</td> <td data-bbox="784 1369 1477 1409">60 months</td> </tr> <tr> <td data-bbox="548 1409 784 1449">61</td> <td data-bbox="784 1409 1477 1449">48 months</td> </tr> <tr> <td data-bbox="548 1449 784 1488">62</td> <td data-bbox="784 1449 1477 1488">42 months</td> </tr> <tr> <td data-bbox="548 1488 784 1528">63</td> <td data-bbox="784 1488 1477 1528">36 months</td> </tr> <tr> <td data-bbox="548 1528 784 1568">64</td> <td data-bbox="784 1528 1477 1568">30 months</td> </tr> <tr> <td data-bbox="548 1568 784 1608">65</td> <td data-bbox="784 1568 1477 1608">24 months</td> </tr> <tr> <td data-bbox="548 1608 784 1648">66</td> <td data-bbox="784 1608 1477 1648">21 months</td> </tr> <tr> <td data-bbox="548 1648 784 1688">67</td> <td data-bbox="784 1648 1477 1688">18 months</td> </tr> <tr> <td data-bbox="548 1688 784 1728">68</td> <td data-bbox="784 1688 1477 1728">15 months</td> </tr> <tr> <td data-bbox="548 1728 784 1755">69 or older</td> <td data-bbox="784 1728 1477 1755">12 months</td> </tr> </tbody> </table>	<b>Age at Disability</b>	<b>Maximum Benefit Period</b>	59 or less	to age 65, but not less than 60 months	60	60 months	61	48 months	62	42 months	63	36 months	64	30 months	65	24 months	66	21 months	67	18 months	68	15 months	69 or older	12 months
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<b>EMPLOYEE ELIGIBILITY</b>																									
<b>Minimum Work Hours Required</b>	20 hours per week																								
<b>Eligibility Waiting Period</b>	60 days																								

<p><b>Confinement Rule</b></p>	<p>If You are:</p> <ul style="list-style-type: none"> <li>• hospital confined;</li> <li>• confined in any institution/facility other than a hospital due to an Injury or Sickness;</li> </ul> <p>or</p> <ul style="list-style-type: none"> <li>• confined at home and under the supervision of a Physician;</li> </ul> <p>insurance will begin on the first day of the Policy month which coincides with or follows the day after such confinement ends.</p> <p>If You are not:</p> <ul style="list-style-type: none"> <li>• confined; and</li> <li>• available for work because of Injury or Sickness;</li> </ul> <p>insurance will begin on the first day of the Policy month which coincides with or follows the day You return to Active Work.</p>
<p><b>When Your Insurance Begins</b></p>	<p>You will become insured on the first day of the Policy month which coincides with or follows the day You become eligible, provided You are actively at work on that day.</p>
<p><b>Changes in Your Classification or in the Amount of Your Coverage</b></p>	<p>Any changes in Your classification or coverage will take effect on the first day of the Policy month which coincides with or follows the day of the change, provided You are actively at work on that day.</p> <p>If You are not Actively Working on the day of the change, the following conditions will apply:</p> <ul style="list-style-type: none"> <li>• If the change involves an increase in coverage, the change will not take effect until the first day of the Policy month which coincides with or follows the day You return full-time to Your regular job.</li> <li>• If the change involves a decrease in the amount of insurance, the change will take effect on the day of the change.</li> </ul> <p><u>In no event will any change take effect during a period of disability.</u></p>
<p><b>When Your Insurance Ends</b></p>	<p>Your insurance will end at midnight on the earliest of:</p> <ul style="list-style-type: none"> <li>• the day the Policy ends;</li> <li>• the day any premium for Your insurance is due and unpaid;</li> <li>• the day before You enter the Armed Forces on active duty (except for temporary active duty of two weeks or less); or</li> <li>• the day You are no longer eligible under the Policy.</li> </ul> <p>Except as specifically required by State and/or Federal law, You will no longer be eligible when:</p> <ul style="list-style-type: none"> <li>• You resign or are retired;</li> <li>• You go on leave of absence or on strike;</li> <li>• You are dismissed, suspended, laid off, locked out or are not working because of a work stoppage;</li> <li>• You are no longer in an eligible class;</li> <li>• You do not satisfy: <ul style="list-style-type: none"> <li>• the requirements for hours worked; or</li> <li>• any other eligibility condition in the Policy.</li> </ul> </li> </ul>

## DEFINITIONS

### Definition of Disability

Partial Disability and Partially Disabled means that because of Injury or Sickness You, while unable to perform all of the material duties of Your regular occupation on a full-time basis, are:

- able to perform at least one of the material duties of Your regular occupation or another gainful occupation on a part-time or full-time basis; and
- You are unable to generate Current Earnings which exceed 80% of Your Basic Monthly Earnings due to that same Injury or Sickness.

NOTE: Regular occupation, as used above, means a collective description of individual jobs as defined by the United States Department of Labor Dictionary of Occupational Titles. Such jobs are considered to belong to a given occupation due to similar occupation characteristics, requirements and qualifications. Material duties, as used above, means duties that are normally required for the performance of Your regular occupation, and cannot be reasonably omitted or modified. Partial Disability is determined relative to Your ability or inability to work. It is not determined by the availability of a suitable position with Your employer.

The loss or restriction of a professional or occupational license or certification does not, in itself, constitute Partial Disability.

Total Disability and Totally Disabled, for other than a pilot, means that because of an Injury or Sickness:

- You are unable to perform all of the material duties of Your regular occupation on a full-time basis; and
- You are unable to generate Current Earnings which exceed 20% of Your Basic Monthly Earnings due to that same Injury or Sickness; and
- after a Monthly Benefit has been paid for 2 years, You are unable to perform all of the material duties of any gainful occupation for which You are reasonably fitted by training, education or experience.

NOTE: Regular occupation, as used above, means a collective description of individual jobs as defined by the United States Department of Labor Dictionary of Occupational Titles. Such jobs are considered to belong to a given occupation due to similar job characteristics, requirements and qualifications. Material duties, as used above, means duties that are normally required for the performance of Your regular occupation, and cannot be reasonably omitted or modified. Total Disability is determined by Your ability or inability to work. It is not determined by the availability of a suitable position with Your employer.

The loss or restriction of a professional or occupational license or certification does not, in itself, constitute Total Disability.

Total Disability and Totally Disabled, for a pilot, means that because of an Injury or Sickness You are unable to perform all of the material duties of any gainful occupation for which You are reasonably fitted by training, education or experience.

<b>Definition of Monthly Earnings</b>	<p>Basic Monthly Earnings means Your average gross monthly earnings from the Policyholder during the Calendar Year just prior to Your Total or Partial Disability, or, if employed less than one year, Your average earnings for the number of months worked.</p> <p>Calendar Year means the 12 month period from January 1 through December 31. Basic Monthly Earnings includes contributions to deferred compensation plans. It does not include commissions, bonuses, overtime pay or other extra compensations.</p>
<b>FEATURES</b>	
<b>Continuation of Insurance During Disability</b>	<p>If You become disabled, Your insurance will continue without payment of premium for as long as You are entitled to receive Monthly Benefits, provided the premium is paid during the Elimination Period.</p>
<b>Vocational Rehabilitation</b>	<p>If You are disabled and are receiving disability benefits as provided by the Policy, You may be eligible to receive vocational rehabilitation services. These services include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• job modification;</li> <li>• job placement;</li> <li>• retraining; and</li> <li>• other activities reasonably necessary to help You return to work.</li> </ul>
<b>Survivor Benefit</b>	<p>We will pay a Survivor Benefit to Your Eligible Survivor when We receive proof that You died:</p> <ul style="list-style-type: none"> <li>• after being Totally Disabled and/or Partially Disabled; and</li> <li>• while receiving or eligible to receive a Monthly Benefit under the Policy.</li> </ul> <p>The Survivor Benefit will be an amount equal to 3 times Your Monthly Benefit for the month prior to Your death.</p>
<b>LIMITATIONS AND EXCLUSIONS</b>	
<b>Mental Disorder Limitation</b>	<p>If You are Totally or Partially Disabled because of a Mental Disorder, Your benefit will be limited to 24 months unless You are confined as a resident inpatient in a Hospital at the end of that 24-month period. The Monthly Benefit will be paid during such confinement.</p>
<b>Alcohol and Drug Abuse and/or Substance Abuse Limitation</b>	<p>If You are Totally or Partially Disabled because of Alcohol or Drug Abuse and/or Substance Abuse, Your benefit will be limited to 24 months, unless You are confined as a resident inpatient in a Hospital at the end of that 24-month period. The Monthly Benefit will be paid during such confinement.</p>

<p><b>General Exclusions</b></p>	<p>We will not pay for any Total or Partial Disability:</p> <ul style="list-style-type: none"> <li>• during which You are not under the regular care and attendance of a Physician providing appropriate treatment in accordance with the Injury or Sickness that caused the Total or Partial Disability;</li> <li>• which results from Your service in the Armed Forces, National Guard or Reserves of any state or country;</li> <li>• which results from an act of declared or undeclared war or armed aggression;</li> <li>• which results from Your participation in a riot or in the commission of a crime;</li> <li>• while You are incarcerated in any penal or correctional institution; or</li> <li>• which results, whether You are sane or insane, from: <ul style="list-style-type: none"> <li>• an intentionally self-inflicted Injury or Sickness; or</li> <li>• attempted suicide; or</li> </ul> </li> <li>• that is solely a result of a loss of a professional license, occupational license or certification; or</li> <li>• which results from Alcohol and Drug Abuse, except as specifically provided; or</li> <li>• which results from Mental Disorders, except as specifically provided.</li> </ul>
<p><b>Pre-Existing Conditions</b></p>	<p>We will not cover any Total or Partial Disability:</p> <ul style="list-style-type: none"> <li>• caused by, contributed to by, or resulting from a Pre-existing Condition; and</li> <li>• which begins in the first 12 months after You become insured under the Policy.</li> </ul> <p>A Pre-existing Condition means any Injury or Sickness for which You received medical treatment, advice or consultation, care or services including diagnostic measures, or had drugs or medicines prescribed or taken in the three months prior to the day You become insured under the Policy.</p>

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