



LifeMap Assurance Company  
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**Short Term Disability  
Income Plan**

Benefit Booklet



**OREGON PUBLIC  
EMPLOYEES UNION**

Active SEIU Members

# FOREWORD

Short Term Disability Income Insurance helps to protect your income when, due to a covered illness or injury, you are disabled.

The Short Term Disability Income Insurance Plan described in this booklet has been designed to cover a disability sustained off the job. This important coverage helps to meet day-to-day living expenses during extended periods of disability, when your regular income has been affected adversely and your need is greatest.

The cost of this group-related Plan is payable by payroll deduction or self-pay if payroll deduction is not available through your union.

## YOUR SHORT-TERM DISABILITY PLAN

Employees may elect any Weekly Benefit option for which they are eligible as defined below, including an option that provides a benefit amount lower than an amount for which the Employee qualifies based on their weekly earnings.

If an Employee is currently enrolled and receives a salary increase making him or her eligible for a Weekly Benefit option that provides a higher benefit amount, the Employee may apply for the option with the higher benefit amount within 31 days of the salary increase, Evidence of Insurability is not required.

Once an election is made it can be changed only during Annual Open Enrollment, except when the change is due to a salary increase. All elections, changes or increases made during Annual Open Enrollment do not require the submission of Evidence of Insurability for approval.

### **WEEKLY BENEFIT:**

**Weekly Benefit for any week during Disability is \$175  
(Available to All Classes)**

**Weekly Benefit for any week during Disability is \$225  
(Available to Classes 2, 3 and 4 Only)**

**Weekly Benefit for any week during Disability is 66 2/3% of  
weekly earnings up to a maximum of \$300  
(Available to Classes 3 and 4 Only)**

**Weekly Benefit for any week during Disability is 66 2/3% of  
weekly earnings up to a maximum of \$500  
(Available to Class 4 Only)**

### **MAXIMUM BENEFIT PERIOD:**

**Accident: 26 weeks  
Sickness: 26 weeks**

### **BENEFIT WAITING PERIOD:**

**Accident: 14 consecutive days  
Sickness: 21 consecutive days**

The benefit booklet on the following pages describes the coverage in detail, including all benefits, limitations and exclusions.

Any insurance benefit in this certificate will apply to an Employee only if: a) he has elected that benefit; and b) the required premium has been paid.

Coverage which requires approval of Evidence of Insurability is not valid unless accompanied by a Confirmation Statement from LifeMap Assurance Company. The Confirmation Statement is a letter that verifies the benefit level you have been approved for and your effective date of coverage. Your coverage will begin on the effective date shown provided you are Actively at Work on that date and the required premium has been paid.

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# SHORT TERM DISABILITY - BENEFIT BOOKLET

**Policyholder:** SEIU LOCAL 503, OREGON PUBLIC EMPLOYEES UNION  
**Policy Number:** OR 048692

## Who is Eligible

You are eligible for insurance if you are in a Class of Eligible Persons.

## Classes of Eligible Persons

- Class 1 Members of the Policyholder earning less than \$1,000 per month and working a minimum of 80 hours per month.
- Class 2 Members of the Policyholder earning between \$1,000 and \$2,999 per month and working a minimum of 80 hours per month.
- Class 3 Members of the Policyholder earning between \$3,000 and \$3,999 per month and working a minimum of 80 hours per month.
- Class 4 Members of the Policyholder earning \$4,000 or more per month and working a minimum of 80 hours per month.

## Effective Date

You will become insured on the later of the following dates provided you apply within 90 days of the first day you become a Member of the Union (Guarantee Issue Period), and the first month's premium is paid:

- a) the first day of the month following the date the Union receives your application, if the Union receives your application by the 10<sup>th</sup> of the month; or
- b) the first day of the second month following the date the Union receives your application, if the Union receives your application after the 10<sup>th</sup> of the month.

An application for insurance that is received more than 90 days after the first day you become a Member of SEIU Local 503, Oregon Public Employees Union is subject to Evidence of Insurability, except as allowed during Annual Open Enrollment.

If you are not Actively at Work on the date you would otherwise become insured, you will become insured on the date you return to Active Work.

## Evidence of Insurability

A statement or proof of an individual's medical history which we will use to determine if the individual is approved for insurance. If Evidence of Insurability is required and approved, you will receive a confirmation statement showing approval of insurance, the benefit amount approved, and the effective date of coverage.

## Termination of Insurance

Your insurance will cease on the earliest date below:

- (1) the date you cease to be a Member of SEIU Local 503, Oregon Public Employees Union;
- (2) the last day for which you have paid your share of the premium;
- (3) the date the policy is cancelled;
- (4) the date your Active Work ends (see Waiver of Premium and Leave of Absence); or
- (5) the last day of the fourth consecutive month in which you do not work 80 hours, if you do not work 80 hours per month for four consecutive months, which does not apply if disabled or on approved leave of absence.

**Waiver of Premium**

A 90-day employee premium waiver is available to employees whose coverage is involuntarily terminated due to layoff, disability, lockout or strike. All coverage terminates after this 90-day period unless you qualify for a Leave of Absence described below.

**Leave of Absence**

If you are on an approved leave of absence which allows waiver continuation, you will be allowed to self-pay for coverage for up to 9 months from the date your coverage would otherwise terminate.

If you are on an approved leave of absence which does not qualify for waiver continuation, you are allowed to self-pay for coverage for up to 12 months from the date your coverage would otherwise terminate.

## SCHEDULE OF BENEFITS

### **BENEFIT WAITING PERIOD:**

The Benefit Waiting Period is shown below as a continuous period of Disability.

- Accident: 14 consecutive days
- Sickness: 21 consecutive days

Maximum Benefit Period for Weekly Benefits:

- Accident: 26 weeks
- Sickness: 26 weeks

### **COMMENCEMENT OF BENEFITS**

We will begin paying Weekly Benefits in amounts determined below when we receive due proof that:

- (1) you became Disabled while insured for this Short Term Disability Insurance; and
- (2) your Disability has continued for a period longer than the Benefit Waiting Period show above.

### **DURATION OF BENEFITS**

We will stop paying Weekly Benefits on the earlier of the following dates:

- (1) the date you cease to be Disabled; or
- (2) the date the Maximum Benefit Period shown above ends.

### **WEEKLY BENEFIT:**

You may elect any Weekly Benefit option for which you are eligible as defined below, including an option that provides a benefit amount lower than an amount for which you qualify based on your weekly earnings.

If you are currently enrolled and you receive a salary increase making you eligible for a Weekly Benefit option that provides a higher benefit amount, you may apply for the option with the higher benefit amount within 31 days of the salary increase without the submission of Evidence of Insurability for approval.

Once an election is made it can be changed only during Annual Open Enrollment, except when the change is due to a salary increase. All elections, changes or increases made during Annual Open Enrollment do not require the submission of Evidence of Insurability for approval.

Available to Classes 1, 2, 3 and 4: Weekly Benefit for any week during your Disability is \$175.

Available to Classes 2, 3 and 4 Only: Weekly Benefit for any week during your Disability is \$225.

Available to Classes 3 and 4 Only: Weekly Benefit for any week during your Disability is 66 2/3% of your weekly earnings to a maximum of \$300.

Available to Class 4 Only: Weekly Benefit for any week during your Disability is 66 2/3% of your weekly earnings to a maximum of \$500.

Weekly Benefits will be prorated on a per diem basis if payable for any period less than a week. "Per diem basis" means your Weekly Benefit divided by the number of days in a normally scheduled work week immediately prior to the onset of Disability.

The Insurance Company will, from time to time, review your status and may require an account of your earnings and proof of continued disability.

## SHORT TERM DISABILITY BENEFITS

### RECOVERY OF OVERPAYMENTS

If the Weekly Benefit for any month is overpaid, we have the right to recover the amount overpaid by either of the following methods:

- (1) a deduction of the overpaid amount from any future payments by the Insurance Company;  
or
- (2) a lump sum repayment of the overpaid amount.

### Successive Period of Disability

Separate periods of Disability resulting from the same or related causes will be considered one period of Disability unless separated by your return to Active Work for at least 14 consecutive days.

Separate periods of Disability resulting from unrelated causes will be considered one period of Disability unless separated by your return to Active Work for at least one full day.

These provisions do not apply:

- (1) to the Benefit Waiting Period; or
- (2) when you become eligible for coverage under any group disability policy; or
- (3) when you cease to be in a class of Eligible Employees or cease to qualify as an Employee.

## INSURING PROVISIONS

### Exclusions

No Weekly Benefits will be paid if your Disability results, directly or indirectly, from:

1. injuries intentionally self-inflicted while sane or insane; or
2. any act or hazard of a declared or undeclared war; or
3. active participation in a riot; or
4. commission of a felony; or
5. an Injury or Sickness for which you are entitled to benefits from Worker's Compensation or occupational disease law; or
6. an Injury or Sickness that is work related.

No Weekly Benefits will be paid for a period of Disability when you are not under the appropriate care of a licensed Physician practicing within the scope of his license.

### Pre-Existing Condition Exclusions

In addition, no Weekly Benefits will be paid if your Disability:

1. is caused or contributed to by; or results from a Pre-Existing Condition; and
2. begins in the first 12 months after your Effective Date, provided your Effective Date is January 1, 2017 or later.

## DEFINITIONS

### **Accident**

The term Accident means a sudden, unforeseeable external event that: (a) causes bodily injury to an Employee within 90 days of the event; and (b) occurs while coverage is effective.

### **Active Work and Actively at Work**

The term Actively at Work and Active Work means performing the material and substantial duties of your own occupation at the Employer's usual place of business.

Coverage will take effect as scheduled only if you are Actively at Work all day on the last regular working day before the scheduled effective date. If you are absent from work due to illness (including pregnancy or complications of pregnancy) or injury, coverage will not become effective until the first day after you complete one full day of Active Work.

However, coverage will take effect on your regular day off, a holiday, or a paid vacation day, if the regularly scheduled effective date falls on that date and you were Actively at Work on the last regular working day before that date.

This Actively at Work requirement also applies to any increase in your coverage.

**Annual Open Enrollment** - A 30-day period once per policy year to be determined by the Employer, in which you may elect coverage or increase coverage, provided the amount elected is an amount for which you are eligible.

**Disability** - You will be considered Disabled if because of Injury or Sickness, you are unable to perform all the material duties of your regular occupation.

**Effective Date** means the date determined by LifeMap Assurance Company on which you become insured under the policy.

**Employee** means an SEIU Local 503, Oregon Public Employees Union Member.

**Employer** means the Policyholder.

**Guarantee Issue Period** - The 90-day period starting from the first day an individual becomes an Employee of the Employer in which he can apply for insurance without submitting Evidence of Insurability.

**Injury** means an accidental loss or bodily injury.

**Member** means an SEIU Local 503, Oregon Public Employees Union Member.

**Physician** means a licensed doctor practicing within the scope of his license and rendering care and treatment to you that is appropriate for the condition and locality. The term does not include you, your spouse, the immediate family (whether the relationship derives from blood or marriage including parents, children, siblings, or spouses of any of the foregoing) or either the insured or his spouse or a person living in your household.

**Pre-Existing Condition** means a diagnosed Sickness or Injury for which you received Treatment within 3 months prior to your Effective Date.

**Sickness** means a physical or mental illness. It also includes pregnancy.

**Treatment** means consultation, care or services provided by a Physician including diagnostic measures and taking prescribed drugs and medicines.

## GENERAL PROVISIONS

### Notice of Claim

Written notice of claim must be given to us within 30 days after the occurrence or start of the loss on which a claim is based.

If notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written notice was given as soon as was reasonably possible.

### Claim Forms

When we receive the notice of claim, we will give to the claimant, the claim forms we use for filing proof of loss. If the claimant does not get these claim forms within 15 days after we receive notice of claim, he will be considered to have met the proof of loss requirements if he submits written proof of loss within 90 days after the date of loss. This proof must describe the occurrence, character and extent of the loss for which a claim is made.

### Claimant Cooperation Provision

Failure of a claimant to cooperate with the insurance company in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

### Proof of Loss

Written proof of loss must be given to us within 90 days after the date of the loss for which a claim is made. If written proof of loss is not given in that time, the claim will not be invalidated nor reduced if it is shown that written proof of loss was given as soon as was reasonably possible.

### Physical Examination

At our expense, we have the right to examine any person for whom a claim is pending as often as we may reasonably require.

### Legal Actions

No action at law or in equity will be brought to recover on the policy until at least 60 days after proof of loss has been filed with us. No action will be brought at all unless brought within 3 years after the time within which proof of loss is required by the policy. (Kansas: 5 years; South Carolina: 6 years).

## PAYMENT OF BENEFITS

### To Whom Payable

Any benefits that are payable for disability will be paid to you.

If any person to whom benefits are payable is a minor or, in our opinion, is not able to give a valid receipt for any payment due you, such payment will be made to your legal guardian. However, if no request for payment has been made by your legal guardian, we may at our option make payment to the person or institution appearing to have assumed your custody and support.

## **PAYMENT OF BENEFITS (Continued)**

If you die while any of your disability benefits remain unpaid, we may, at our option, make direct payment to any of your following living relatives: spouse, children, mother, father, brothers or sisters; or to the executors or administrators of your estate.

Payment in the manner described above will release us from all liability to the extent of any payment made.

### **Time of Payment**

Any disability benefits will be paid at weekly intervals. Any balance which remains unpaid at the end of any period for which we are liable will be paid at that time.

**SUPPLEMENTAL INFORMATION  
FOR**

**SEIU LOCAL 503, OREGON PUBLIC EMPLOYEES UNION  
MEMBER-DISABILITY PLAN**

**required by the Employee Retirement Income Security Act of 1974**

The following information together with the information contained in the benefit booklet to which this supplement is attached constitute the Summary Plan Description required by the Employee Retirement Income Security Act of 1974.

The Plan is established and maintained by: **SEIU LOCAL 503, OREGON PUBLIC EMPLOYEES UNION  
1730 Commercial St. SE, Salem, Oregon 97302-5167.**

The Employer Identification Number (EIN) is: **93-0323147**

The Plan Number is 504.

- a. This disability plan is administered directly by the Plan Administrator with benefits provided
- b. in accordance with the provisions of the group insurance contract, OR 048692,
- c. issued by LIFEMAP ASSURANCE COMPANY.

The Plan Administrator is: **SEIU LOCAL 503, OREGON PUBLIC EMPLOYEES UNION  
1730 Commercial St. SE, Salem, Oregon 97302-5167.**

All Plan administration is done at: **1730 Commercial St. SE,  
Salem, Oregon 97302-5167**

The Plan Administrator has authority to control and manage the operation and administration of the Plan.

The agent for service of legal process is: **The Plan Administrator**  
Service of legal process may also be made upon the Plan Administrator or any plan trustee.

This Plan of benefit financed by: **Disability financed by employee/member.**

Date of the end of the Plan Year: **December 31**

For a description of the eligibility requirements of the plan, the amount and type of benefits available, the circumstances under which benefits under the plan are not available or may terminate, please refer to the attached benefit booklet.

**Plan Termination**

The right is reserved in the plan for the SEIU Board of Directors to terminate, suspend, withdraw or amend the plan in whole or in part at any time, subject to the applicable provisions of the Group Insurance Policy. Your rights upon termination or amendment of the plan are set forth in your benefit booklet.

## CLAIM PROCEDURES

### ***Filing a Claim for Benefits***

When you are reasonably sure that you are eligible to receive benefits under this plan, you may request a claim form from SEIU Benefits Department. All claims submitted to the Insurer must be on forms provided by the Insurer (unless forms are not currently available), in which case you may simply supply the appropriate party with a written statement outlining proof and extent of loss.

Complete the claim form according to directions and return the claim form to SEIU Benefits Department.

From the date your notice of claim is returned, the insurance company has 90 days in which to review the claim to determine whether or not benefits are payable in accordance with the terms and provisions of the Group Policy. Under special circumstances the Insurance Company may require an extension of this 90 day period in which case you will receive written notice from the insurance company, prior to the end of the initial 90 days, informing you of the need for an extension. This extension period allows the insurance company an additional 90 days to review your claim. During this period the insurance company may require a medical examination, at its own expense, or additional information in order to make a determination on your claim. If additional information is required you will receive a request, in writing, specifying the nature of the information needed and an explanation as to why it is needed. If a medical examination is necessary you will be given the time of appointment and the doctor's name and location. It is important to keep any appointments made since rescheduling exams will delay the claim process.

If you are not notified of the claim status within 90 days and you have not been notified that the extension period has been applied, you may request a review of your claim by following the procedure outlined under "Claim Review Procedure".

Once your claim has been approved, you will receive the appropriate benefit from the Administrator.

### ***What if your Benefits are denied?***

If your claim for benefit is denied in whole or part, you will receive written notice of such denial within the 90 day period stated above (or 180 days if the extension period is required).

Each written notice of denial shall set forth:

- 1) the specific reason(s) for the denial of the claim;
- 2) a specific reference to the provision(s) of the Group Policy upon which the denial is based; and
- 3) notice of your right to have the denial reviewed by the Insurance Company.

### ***Claim Review Procedure***

If you receive a written notice of denial, you or your duly authorized representative may request a review of the claim by giving a written notice to the Insurance Company. This request for a review must be made to the Plan Administrator within 60 days of the receipt of denial by the Insurance Company. If such request is not made within 60 days you will be deemed to have waived your right to a review by the Insurance Company.

Once the Insurance Company receives a request for a review, a prompt review of the claim must take place. You or your authorized representative have the right to review documents that might have a bearing on the claim including the documents which establish and control the plan, and to submit issues and comments that you feel might affect the outcome of the review.

## CLAIMS PROCEDURES (Continued)

Upon completion of a full and complete review, the Insurance Company will notify you in writing of the results, citing plan provisions that control the decision. The Insurance Company has 60 days to notify you of their decision unless special circumstances require an extension of time. If an extension is required, the Insurance Company shall notify you of the need for an extension before the end of the initial 60 day period for completing the review procedure. This means that the Insurance Company will have an additional 60 days to notify you of their decision on your denied claim.

### ***Statement of ERISA Rights***

As a participant in the SEIU Member-Disability Plan you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974. All plan participants are entitled to:

- a. Examine, without charge, at the Plan Administrator's office, 1730 Commercial St. SE, Salem, Oregon all plan documents including insurance contracts, collective bargaining agreements and copies of all documents filed by the plan with the U.S. Department of Labor such as annual reports and plan descriptions.
- b. Obtain copies of all plan documents and other plan information upon written request to the Plan Administrator who may make a reasonable charge for the copies.
- c. Receive a summary of the plan's annual financial report which the law requires the Plan Administrator of certain plans to provide to each plan participant.

(Unless there are reasons beyond the control of the Plan Administrator, materials that you request should be received within 30 days. If they are not, you may file suit in federal court. The court may require the Plan Administrator to pay up to \$110 for each day's delay until the materials are received.)

- d. Receive a written explanation of the reasons why your claim for benefits has been denied in whole or part and a review and reconsideration of your claim.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan.

These people are called "fiduciaries", and they must act prudently and with the sole interests of you and other participants in mind.

No one, not even your employer, may fire you or discriminate against you in order to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

If you are improperly denied a welfare benefit in whole or in part, you may file suit in a federal or state court. If you believe plan fiduciaries are misusing plan funds, or if you are discriminated against for asserting your rights, you may request assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees, but if you lose you may be required to pay the cost and fees; for example, if the court finds that your claim is frivolous.

If you have any questions about your plan contact your Plan Administrator. If you have any questions about this statement, or your rights under ERISA you should contact the nearest Area Office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefit Administration, U.S. Department of Labor, 200 Constitution Avenue N.W. Washington, D.C. 20210.

While ERISA requirements are established by federal law and regulation, SEIU has always attempted to provide its employees with welfare plans that meet the same high standards imposed by the law. We are pleased that the law will enable better application of these standards.



LifeMap Assurance Company®  
200 SW Market Street  
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Portland, OR 97207-1271  
(800) 794-5390

This Endorsement is effective April 1, 2008.

**STATE CERTIFIED DOMESTIC PARTNER ENDORSEMENT**

The Policy or Certificate to which this endorsement is attached is amended as follows:

**Definition Change.** The Definition of "Spouse" shall include state certified domestic partners.

**Eligibility for Children of State Certified Domestic Partners.** If your Policy provides coverage for Dependents, the children of state certified domestic partners shall be eligible for coverage under the same terms and conditions as children of a Spouse.

**Termination of Domestic Partnership.** In the event the domestic partnership terminates, the same termination rules that apply for divorce shall apply for termination of the domestic partnership.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

**LIFEMAP ASSURANCE COMPANY**

Assistant Secretary

A handwritten signature in black ink, appearing to read "D. Murphy".

President

A handwritten signature in black ink, appearing to read "Beth Anderson".

**SEIU Local 503, OPEU  
P.O. Box 12159  
Salem, Oregon 97309-0159  
(503) 581-1505  
(800) 452-2146**

**Underwritten by:  
LIFEMAP ASSURANCE COMPANY**

Active SEIU Members  
OR 048692  
Issue Date 1/2004  
Revised Date 1/2017