

# LONG TERM DISABILITY INSURANCE

The Fund makes long-term disability insurance benefits available to all eligible members as defined by the insurance company. The Fund's group long-term disability insurance policy is underwritten by an insurance company and administered by T.W. Newman Company, Inc.

For a complete description of the Fund's long-term disability insurance plan, please refer to your Certificate of Insurance. A copy of the Certificate of Insurance can be requested from the Fund's Third-Party Administrator, the Newman Company.

## **BENEFIT**

After you have been totally disabled, as defined by the Fund's group insurance policy, for a continuous period of 365 days, the plan pays a monthly benefit of 66.7% of monthly earnings in excess of \$750 to a maximum Monthly Benefit of \$6,000.

## **DURATION OF BENEFITS**

Maximum Benefit Period: Your Maximum Benefit Period is the period shown below or the member's "Normal Retirement Age" Under the 1983 amendments to the Federal Social Security Act, whichever is longer.

<b><u>Age at Disability</u></b>	<b><u>Maximum Benefit Period</u></b>
Less than age 60	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 and over	12 months

<b><u>Year of Birth</u></b>	<b><u>Normal Retirement Age</u></b>
Before 1938	Age 65
1938	Age 65 and 2 months
1939	Age 65 and 4 months
1940	Age 65 and 6 months
1941	Age 65 and 8 months
1942	Age 65 and 10 months
1943 through 1954	Age 66
1955	Age 66 and 2 months
1956	Age 66 and 4 months
1957	Age 66 and 6 months
1958	Age 66 and 8 months
1959	Age 66 and 10 months
After 1959	Age 67

For alcoholism, drug addiction, chemical dependency, mental or nervous disorders, benefits will be paid for a period of 24 months if the person is not confined to a hospital.

Disability arising from pregnancy is covered.

Survivorship Benefits: Available as specified in the Certificate of Insurance.

## **HOW TO MAKE A CLAIM**

### **Payment of Benefits**

Benefits will be paid at the end of each month (or shorter period) for which the insurance company is liable, after the insurance company receives the required proof. If any amount is unpaid when disability ends, benefits will be paid when the required proof is received.

### **To Whom Payable**

All benefits will be paid to you, if you are legally competent. If you are legally incompetent, benefits will be paid to your guardian. If any amount remains unpaid when you die, benefits will be paid in accordance with the order of preference provided in the group insurance policy i.e. to your surviving spouse, if no surviving spouse to your surviving children, if no surviving children to your estate.

### **Filing a Claim**

The claim may be initiated by filing the claim forms with:

**T.W. Newman Company, Inc.  
925 Hempstead Turnpike, Suite 340  
Franklin Square, New York 11010  
Telephone: 516-488-1100  
Fax: 516-488-1110**

**The claim form may be obtained by contacting the District's business office, which in turn will request T.W. Newman Company, Inc. to forward the claim form to you.**

**Written notice of claim must be given to the Company within 30 days after the loss begins or as soon as reasonably possible. Written proof of loss must be furnished to the Company within 90 days after the end of a period for which the Company is liable. If it is not possible to give the proof within 90 days, the claim is not affected if the proof is given as soon as reasonably possible.**

### **Physical Exam**

The insurance company may ask you to be examined as often as they require at any time they choose. The insurance company will pay for any exam they require.

### **Pre-Existing Conditions**

The Fund's group long-term disability policy defines "pre-existing conditions" as follows for the purpose of eligibility for benefits:

**Pre-Existing Condition** means during the 3 months prior to an employee's effective date of insurance, the employee received medical treatment, consultation, care or services, including diagnostic measures, or took prescribed drugs or medicines for the disabling condition.

**Pre-Existing Condition for increases in amounts of insurance** means during the 3 months prior to the effective date of any increase in an employee's amount of insurance, the employee received medical treatment, consultation, care or services, including diagnostic measures, or took prescribed drugs or medicines for the disabling condition.

**Please refer to your Certificate of Coverage for a complete description of the long-term disability plan's pre-existing conditions provisions.**

### **Assisted Living Benefit**

Under the Fund's long-term disability insurance policy, an assisted living benefit may be payable if you are receiving a total disability benefit as defined by the policy, and you are cognitively impaired or you are unable to safely and completely perform two or more activities of daily living without another person's assistance or verbal cueing. Your cognitive impairment, or your ability perform two or more of the activities of daily living must begin on or after your date of total disability and be expected to continue for 90 or more days.

The monthly assisted living benefit is the lesser of:

- 10% of your total monthly earnings; or
- the maximum monthly benefit as shown above; or
- \$5,000

Activities of daily living means: bathing, dressing, toileting, transferring, continence, eating.

**Please refer to your Certificate of Coverage for a complete description of the assisted living benefit.**