



# **OSEEGIB**

Oklahoma State and Education  
Employees Group Insurance Board

# **HealthChoice Disability Plan Handbook**

MDIS #2010



# HealthChoice Disability Plan Handbook

*Revised April 2008*

**This disability insurance handbook replaces any handbook previously issued to you. This handbook will in turn be replaced by any disability handbook issued to you by the Oklahoma State and Education Employees Group Insurance Board (OSEEGIB) in the future. Handbooks are not revised each year. In the event changes are made to this handbook, you will be notified.**

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## Alternative Formats

Audio versions of this handbook are available at the Oklahoma Library for the Blind and Physically Handicapped (OLBPH). Contact the library at 1-405-521-3514 or 1-800-523-0288. TDD users call 1-405-521-4672.

# Plan Identification and Notice

**Plan Name:** HealthChoice Disability Plan

**Plan Administrator:** Oklahoma State and Education Employees  
Group Insurance Board (OSEEGIB)  
3545 NW 58th Street, Suite 110  
Oklahoma City, OK 73112  
Internet: [www.sib.ok.gov](http://www.sib.ok.gov) or  
[www.healthchoiceok.com](http://www.healthchoiceok.com)

**Member Services:** 1-405-717-8780 or toll-free 1-800-752-9475  
TDD users call 1-405-949-2281 or  
toll-free 1-866-447-0436  
FAX: 1-405-717-8942

All other calls  
1-405-717-8701 or toll-free 1-800-543-6044

**Disability Claims  
Administrator:** GHS Property & Casualty  
3401 NW 63rd Street  
Oklahoma City, OK 73116  
1-405-841-9686 or toll-free 1-800-722-2567  
TDD users call 1-800-863-5488  
FAX: 1-405-841-9578

**Claims Address:** GHS Property & Casualty  
PO Box 57208  
Oklahoma City, OK 73157

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**NOTICE:** The Oklahoma State and Education Employees Group Insurance Board (OSEEGIB) provides disability benefits to eligible state and local government employees in accordance with the provisions of Oklahoma Statutes Title 74, Sections 1331 et seq. The information provided in this handbook is a SUMMARY of the benefits, conditions, limitations, and exclusions of the HealthChoice Disability Plan. It is not an all-inclusive document.

HealthChoice Disability Plan benefits are subject to conditions, limitations, and exclusions. These conditions, limitations, and exclusions are described and located in Oklahoma Statutes, OSEEGIB Rules, and Administrative Procedures adopted by the Plan administrator. You may obtain a copy of the Official OSEEGIB Rules from the Office of the Oklahoma Secretary of State and a copy of the Administrative Procedures concerning a specific benefit, condition, limitation, or exclusion from the Plan administrator. A copy of the Rules is available on the HealthChoice website at [sib.ok.gov](http://sib.ok.gov) or [healthchoiceok.com](http://healthchoiceok.com), or if you need a printed version, please contact HealthChoice Member Services.

**PLEASE READ THIS HANDBOOK CAREFULLY:** A dispute concerning information contained within any HealthChoice handbook or any other written materials, including any letters, bulletins, notices, or any other written document, or oral communication, regardless of the source shall be resolved by a strict application of OSEEGIB Rules or benefit administration procedures and guidelines as adopted by the Plan. Erroneous, incorrect, misleading, or obsolete language contained within any handbook or any other written document or oral communication, regardless of the source, is of no effect under any circumstance.

**This handbook was revised April, 2008.**

# Outline of the HealthChoice Disability Plan

This handbook provides an overview of Plan features. It is not a complete description of the Plan. Please read this handbook carefully for explanations of the Plan benefits, limits, offsets, exclusions, and eligibility rules.

This insurance plan is designed to provide for the partial replacement of income lost as a result of a disabling illness or injury. This Plan is **not** unemployment insurance, Workers' Compensation, Social Security Disability, or disability retirement.

If you qualify to receive benefits under the Plan, be aware that there is a 30-day elimination period before any benefits are payable.

Disability benefits are calculated using the base salary you were earning before your disability began and are subject to all applicable state and federal taxes. Additionally, Plan benefits are offset, or reduced, by any other income you receive that is related to your disability.

Disability benefits are divided into two (2) types:

- **Short-term disability** begins after the 30-day elimination period and applies to the first 150 days of payable disability. The maximum monthly benefit is \$2,500.
- **Long-term disability** begins after 180 days of your disability and pays a maximum monthly benefit of \$3,000.

Disability benefits are limited to a maximum benefit period which is based on your disability, your years of service, and your age at the time your disability began.

# Plan Provisions

## ***Eligibility***

Participation in the HealthChoice Disability Plan is limited to State of Oklahoma and participating county employees who are eligible to enroll in the plans offered through OSEEGIB.

To participate in the Plan, you must be actively at work and regularly scheduled to work at least 1,000 hours per year.

Your enrollment in the Plan begins the first day of the month following your entry-on-duty date, or the date you become eligible based on your employer's rules.

### **To be eligible for disability plan benefits you must:**

- Be a covered employee of a participating employer.
- Have been on duty at least 31 consecutive days.
- File your claim within one (1) year of the date you became disabled.

### **You are not eligible for disability plan benefits if you:**

- Have a disabling condition that is preexisting as defined in this handbook.
- Are confined in a penal or correctional institution for conviction of a criminal or other public offense.

## ***Definition of Disability***

You are considered disabled if, as a result of injury or illness, you are unable to:

- Perform the material duties of your own occupation.

- Work as a result of this condition for 31 consecutive calendar days or longer.

Your disability must be objectively documented and certified by a qualified physician. The cause of your disabling condition may or may not be related to your employment.

After 24 months, it is defined as the inability to perform each of the material duties of any gainful occupation you are qualified for or may become qualified for through training, education, or experience.

### ***Elimination Period***

There is a 30-day elimination period before benefits are payable. During this time, you should use any sick and/or annual leave you have available. Beginning on the 31<sup>st</sup> day of your disability, you are eligible for benefits.

### ***Effective Date for Short-Term Disability***

**You may begin receiving short-term disability benefits when:**

- All eligibility criteria is met.
- The documented medical condition meets the Plan's definition of a disability.

Disability benefits begin no earlier than the date you first receive treatment or advice from a qualified physician. This date must be followed by a continuous absence from work, as a result of the disability, for 30 consecutive calendar days (the elimination period).

## ***Short-Term Disability Benefits***

The Plan pays a monthly short-term disability benefit that is equal to 60% of the base salary you earned at the time you became disabled (minus offsets). *See Offsets/Reductions in Benefits.*

The maximum monthly benefit is \$2,500. There is no minimum monthly benefit. If your disability began prior to January 1, 2007, the maximum monthly benefit is \$1,800.

Short-term disability benefits are paid for a maximum of 150 days (after the 30-day elimination period). Once you are qualified for short-term disability benefits, you must periodically provide proof of continuing disability.

### ***Example of short-term disability benefits reduced by offsets:***

Your monthly base salary is \$2,000. You have an accident that results in a disability that is expected to continue for several months. You file a claim under the HealthChoice Disability Plan that meets all qualifications.

The first 30 days of your disability fall under the elimination period when no benefits are paid. The next month, you receive \$200 from your employer for annual leave (an offset).

Your monthly short-term disability benefit will be calculated as follows:

- \$2,000 base salary times 60 percent equals \$1,200.  
( $\$2,000 \times 60\% = \$1,200$ )
- \$1,200 minus the \$200 offset (annual leave) equals a disability benefit of \$1,000.  
( $\$1,200 - \$200 = \$1,000$ )

Disability benefits are subject to state, federal, Medicare, Social Security, and FUTA taxes; however, Social Security taxes do not apply after six (6) months of disability.

## ***Long-Term Disability Benefits***

If you continue to meet eligibility requirements, you may qualify for long-term disability benefits. Long-term disability begins after 180 days of disability and follows the end of short-term disability benefits.

The Plan pays a monthly long-term disability benefit that is equal to 60% of the base salary you earned at the time you became disabled (minus offsets). *See Offsets/Reductions in Benefits.*

The maximum monthly benefit is \$3,000, and the minimum monthly benefit is \$50, after appropriate offsets. If your disability began prior to July 1, 1998, the maximum monthly benefit is \$2,000. *See Benefit Guidelines, Exclusions, and Limitations.*

### ***Example of long-term disability benefits reduced by offsets:***

Your base monthly salary is \$2,000, and you are eligible for a monthly long-term disability benefit of \$1,200; however, for this same disability, you are also receiving disability retirement benefits of \$700 (an offset).

Your monthly long-term disability benefit will be calculated as follows:

- \$1,200 monthly disability benefit minus \$700 offset (disability retirement) equals a disability benefit of \$500. (\$1,200 - \$700 = \$500)

Disability benefits are subject to state, federal, Medicare, Social Security, and FUTA taxes; however, Social Security taxes do not apply after six (6) months of disability.

### ***Example of long-term disability minimum monthly benefit:***

Your base monthly salary is \$2,000, and you are eligible for a monthly long-term disability benefit of \$1,200; however, for this same disability, you are receiving Social Security Disability of \$550 and disability retirement of \$700.

Your monthly long-term disability benefit would be calculated as follows:

- \$550 Social Security Disability plus \$700 disability retirement equals \$1,250 total offsets.  
( $\$550 + \$700 = \$1,250$ )
- \$1,200 monthly benefit minus \$1,250 total offsets equals negative \$50.  
( $\$1,200 - \$1,250 = -\$50$ )
- Because the monthly offsets are more than the monthly disability benefit, the minimum monthly long-term disability benefit of \$50 would be paid.

### ***Continuing Eligibility for Benefits***

To remain eligible for long-term disability benefits, you must provide proof of continuing disability, when required, and participate in a rehabilitation program, as appropriate.

You must also apply for Social Security Disability benefits by the seventh (7th) month of your disability and continue to pursue Social Security Disability benefits until the entire appeals process is exhausted. If you do not appeal denial of Social Security Disability benefits, your Plan benefits may be terminated. *See Help Filing for Social Security Disability.*

If, after 24 months of disability, Social Security has not found you eligible for disability benefits, you will no longer be eligible for disability benefits from the Plan.

## ***Help Filing for Social Security Disability***

The HealthChoice disability claims administrator can provide assistance in filing for Social Security Disability benefits. Although this service is provided at no cost to you, there is no obligation for you to utilize this service. You can contact the claims administrator at the numbers listed on page 2.

If you choose to do so, you may hire a private attorney at your own expense for assistance in filing for Social Security Disability benefits.

## ***Prorating Benefits for a Partial Month***

Benefits are paid only for the days you are actually disabled, which often means that benefits have to be prorated for a partial month.

### ***Example of benefits prorated for a partial month:***

You become eligible for disability benefits on the 15th of the month, and there are 30 days in that month. According to your base salary, your monthly benefit is \$1,200.

Your benefit would be calculated as follows:

- \$1,200 monthly benefit divided by 30 days in the month equals a benefit of \$40 per day.  
( $\$1,200 \div 30 = \$40$ )
- 30 days minus 15 days equals 15 days.  
( $30 - 15 = 15$ )
- \$40 per day times 15 days equals a benefit of \$600.  
( $\$40 \times 15 = \$600$ )

## **Maximum Benefit Periods**

Benefit periods are calculated from the time you become disabled, and include the 30-day elimination period when no benefits are paid. Maximum benefit periods are listed in the chart below:

### ***Less Than One (1) Year of Service***

| <b>Age at Disability</b> | <b>Maximum Benefit Period</b> |
|--------------------------|-------------------------------|
| Any age                  | 6 months                      |

### ***Less Than Five (5) Years of Service***

| <b>Age at Disability</b> | <b>Maximum Benefit Period</b> |
|--------------------------|-------------------------------|
| Under 66                 | 24 months                     |
| 66                       | 21 months                     |
| 67                       | 18 months                     |
| 68                       | 15 months                     |
| 69 or older              | 12 months                     |

### ***Five (5) or More Years of Service***

| <b>Age at Disability</b> | <b>Maximum Benefit Period</b> |
|--------------------------|-------------------------------|
| Under 60                 | To age 65                     |
| 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                     |

Mental Health and/or Substance Abuse Disability benefits are subject to separate guidelines.

## ***Mental Health and/or Substance Abuse Disability Benefits***

Mental health and/or substance abuse disability benefits are limited to a maximum benefit period of 24 months from the date you become disabled.

If you are confined in a hospital at the end of the 24-month period, benefits will continue for the duration of your confinement. If your disability continues following discharge, you may be able to extend the benefit period for 90 days. If you are re-hospitalized for at least 14 consecutive days during this 90-day extension, you may be able to extend the benefit period through your second hospitalization for an additional 90 days.

Mental health and/or substance abuse disability benefits have a maximum lifetime benefit period of 60 months.

## ***Rehabilitation***

If you file a disability claim and rehabilitation treatment is appropriate, you will receive an initial rehabilitation program by certified mail.

You have 30 days to respond in writing to the program administrator and include any requests for modification of the rehabilitation program. Failure to respond indicates your acceptance of the rehabilitation program.

If modifications to the program are requested and approved, you will receive an amended rehabilitation program by certified mail.

You must cooperate with all aspects of your rehabilitation program. OSEEGIB has the right to suspend disability payments if you fail to comply with your rehabilitation program.

## ***Partial Disability/Limited Return to Work***

A time of partial disability may follow a period of total disability. You are considered partially disabled if you can perform at least one (1), but not all of the duties of any occupation, and earn less than 80% of your pre-disability gross base salary.

The partial disability must result from the same condition as your total disability. Proof of partial disability must be submitted within 31 days of the date your total disability period ends.

Partial disability benefits may be available for up to 24 months, or until:

- You recover.
- You reach the maximum benefit period.
- Your gross wages from part-time or full-time employment equal 80% or more of your pre-disability gross base salary.

Partial disability benefits are subject to offsets. *See Offsets/Reductions in Benefits.*

While receiving long-term disability benefits, you may be able to return to work on a limited basis and qualify for partial benefits. If you are able to return to work, your disability benefits will be reduced by 50% of the income you earn from your employment.

If you are receiving partial disability benefits and again become unable to work (totally disabled), your regular long-term disability benefits will resume without a new elimination period; however, all other plan provisions will apply.

Limited return to work is subject to the same guidelines as partial disability.

## ***Recurrent Disability***

A recurrent disability is related to or caused by a prior disability for which you received benefits under the Plan. A recurrent disability is considered a continuation of your prior disability if you have been back at your regular full-time job for less than six (6) months and performed all the assigned duties of that job.

A recurrent disability does not alter the beginning date of a benefit period. If you have been back at your regular full-time job for more than six (6) months, the recurrent disability is treated as a new disability. In this case, a new 30-day elimination period applies.

## ***Multiple Disabilities***

While receiving disability benefits, you may experience a second unrelated disability. If the second disability claim is eligible for benefits, the two (2) claims will be combined to form one (1) continuous disability period.

# Offsets/Reductions in Benefits

Your short-term or long-term disability benefits will be offset, or reduced by other benefits or payments you receive, or are eligible to receive, for any period of your disability. Offsets, or reductions in benefits, include but are not limited to:

1. Available sick leave.
2. Salary, wages, holiday pay, commissions, or similar earnings you receive from any employment including salary increases, annual leave, and shared leave; however, longevity pay and one-time bonuses are not considered offsets.
3. Unemployment compensation benefits.
4. Social Security benefits related to your disability. This does not include:
  - a) Social Security widow's/widower's benefits, or
  - b) Supplemental Security Income Program awards. *Refer to the United States Social Security Act for specific details.*
5. Benefits received under the State of Oklahoma or county retirement systems, except those benefits which began prior to your disability.
6. Benefits that are related to your disability and provided under any State's Workers' or Workman's Compensation Law, any occupational disease law, or any other similar act or law.
7. Fifty percent (50%) of any wages you earn while partially disabled, or during limited return to work (rehabilitative employment).

8. Subrogation.
9. Overpayment of previous disability payments including retroactive Social Security Disability awards.
10. Veterans Administration (VA) benefits.
11. Disability benefits paid by another group plan, except in the following conditions:
  - a) Plans funded entirely by your contributions.
  - b) Plans where payment of benefits would reduce benefits at retirement.
  - c) Benefits paid for conditions that were documented one (1) year or more before the date of this disability claim.
  - d) A profit-sharing plan, 401K, thrift plan, individual retirement account, stock ownership plan, tax sheltered annuity, or benefits from a non-qualified deferred compensation plan.

Statutory or cost of living increases from pension or pension disability programs, Social Security, or Workers' Compensation will not reduce your monthly disability benefit.

OSEEGIB will prorate any benefits received in a lump sum over the benefit period or your actuarially expected lifetime, if no benefit period is established.

Benefit offsets may be estimated if they have not yet been awarded, denied, or if the denial is being appealed. Any overpayment or underpayment that results from estimating offsets will be repaid by the responsible party at the time the actual benefit is determined.

# Exclusions

There are no benefits available for:

1. Disabilities resulting from intentionally self-inflicted injury(ies) of any kind while sane or insane.
2. Disabilities resulting from war or an act of war, whether such war is declared or undeclared.
3. Disabilities resulting from injuries sustained by or during your commission or attempted commission of an assault or felony.
4. Disabilities resulting from active participation in a riot.
5. Any period that you are confined in a penal or correctional institution for conviction of a crime or public offense.
6. Disabilities caused by a preexisting condition. *See Preexisting Condition in the Plan Definitions section.*

## ***Members Called to Active Military Service***

The HealthChoice Disability Plan is not available to members called to active military service. When you return to your previous employment, if you have already satisfied Plan eligibility requirements, you will be eligible to continue disability coverage once you have been at your job for five (5) consecutive work days.

There are no benefits for any disability caused by war or act of war, declared or undeclared.

# CLAIM PROCEDURES

## ***Filing a Claim***

To file a claim, you must first report your claim to the disability claims administrator. You may report your claim in writing or by telephone.

When you contact the disability claims administrator, a disability packet will be mailed to you. This packet will include the information and forms you will need to file a claim.

For more information or to file a claim, contact the disability claims administrator at the numbers listed on page 2.

## ***Proof of Claim***

Proof of claim should be submitted to the disability claims administrator within 60 days after you become disabled, or as soon as reasonably possible. Proof of claim must be submitted within one (1) year after the start of your disability.

Proof of continued disability and regular care by a qualified physician must be submitted within 30 days of a request by the disability claims administrator. Proof of your continued disability must include the following:

- Date you became disabled.
- Cause of your disability.
- Severity and extent of your disability.
- Reason(s) you are unable to perform the duties of your own occupation or any occupation, as appropriate.

Your employer must provide a copy of your job description, work record, and salary information certified by the administrator or payroll officer. Under some circumstances, you may be requested to provide proof of income documents such as income tax reports, payroll records, and other information.

## ***Claim Denials and Appeal Procedures***

If your claim is denied for any reason, you have the right to have your claim reviewed. Requests for review of your denied claim, along with any additional information you wish to provide, must be sent in writing to the disability claims administrator.

If your claim is again denied in the review process, you may appeal that decision to the Grievance Panel. The Grievance Panel is an independent review group as established by Oklahoma Statute.

You may submit a request for a Grievance Panel hearing and represent yourself in these proceedings. If you are unable to submit a request for a Grievance Panel hearing yourself, only attorneys licensed to practice in Oklahoma are permitted to submit your hearing request for you, or to represent you through the hearing process.

To file an appeal with the Grievance Panel, call 1-405-717-8701 or toll-free 1-800-543-6044, or write to:

The Legal Grievance Department  
3545 NW 58th Street, Suite 110  
Oklahoma City, OK 73112

All reviews and decisions of the Grievance Panel are made as quickly as possible. After exhausting OSEEGIB grievance procedures, you may file an appeal in an Oklahoma District Court.

## ***Independent Medical Examination***

OSEEGIB reserves the right to require you to be examined by a physician or vocational expert of its choice. This right may be used as often as deemed necessary. OSEEGIB will pay for all independent medical examinations and reimburse you for travel expenses as set out by Oklahoma Statute.

## ***Home Visits***

The disability claims administrator may find it necessary to meet with you in your home during your period of disability. Your cooperation is required in order to evaluate your claim for benefits. This is also an opportunity for you to ask any questions you may have about your disability benefits.

## ***Failure to Comply — Suspension or Termination of Benefits***

OSEEGIB has the right to suspend and/or terminate plan benefits in the event that you fail to:

- Comply with your rehabilitation program.
- Submit to an independent medical examination.
- Supply recertification (proof of continued disability) by a qualified physician.
- Cooperate in the repayment of overpaid benefits.
- Otherwise comply with the requirements of the Plan.

In the event of the termination or suspension of your benefits, OSEEGIB or the disability claims administrator will notify you or your legal representative of the suspension or termination by certified mail at least 15 days before benefits end. In all instances, you have the right to a Grievance Panel hearing.

# GENERAL PROVISIONS

## ***In General***

Any and all rights or benefits under the Plan are subject to all terms and conditions of the Plan. Neither participation, nor anything contained in the Plan, gives you the right to retain employment with any participating employer, nor does it interfere with the right of any participating employer to discharge you at any time.

## ***Payment of Benefits***

Plan benefits will only be paid to the disabled employee. Benefits are paid once monthly following receipt of all requested information. (Claims must be approved before the 20th of the previous month to receive benefits for that month.) You also have the option to have your benefit payments deposited directly to your bank account.

In the event of your death, payment of any outstanding benefits will be made to your designated beneficiary or to your estate. If your beneficiary is a minor or not competent, benefits will be paid to the court-appointed guardian/conservator.

If OSEEGIB pays benefits to anyone other than the employee, as specified or as required by law, OSEEGIB is deemed to have discharged its full responsibility with respect to those benefits.

Disability benefits are subject to state, federal, Medicare, Social Security, and FUTA taxes; however, Social Security taxes do not apply to benefits after six (6) full calendar months of disability.

## ***Right to Amend or Terminate the Plan***

OSEEGIB reserves the right to amend or modify the HealthChoice Disability Plan, retroactively or otherwise, or to terminate or partially terminate the Plan.

# Other Benefit Options

## *Continuing Your Health, Dental, Life, and Vision Coverage*

### **If Your Employment Has Not Been Terminated —**

Any health, dental, life, and vision coverage that you are enrolled in may be continued while you are receiving disability benefits.

If you receive payment for sick or annual leave during a month, your employer may be responsible for submitting its share of your monthly premium that month. Please check with your Insurance/Benefits Coordinator to determine if this applies.

If your leave has been exhausted or you are on approved leave without pay and wish to continue health, dental, life, or vision coverage, you will be responsible for all premiums. Premiums for the benefits you wish to continue should be paid to your employer who will then submit them to OSEEGIB; however, you may be able to deduct your premiums from your disability benefit. You will not be responsible for the disability portion of your premium. For more information, contact your Insurance/Benefits Coordinator.

### **If Your Employment Has Been Terminated —**

Any medical, dental, life, or vision coverage that you have in effect at the time of termination may be continued as long as you are receiving disability plan benefits and premiums are paid. Premiums should be submitted directly to OSEEGIB; however, you may be able to deduct your premiums from your disability benefit. For more information, you can contact the disability claims administrator at the numbers listed on page 2.

When you are no longer eligible for disability plan benefits, you may be eligible to continue health, dental, life, and vision coverages through retirement, vesting, or years of service.

If you don't qualify to continue benefits through the above options, you may be eligible to continue health, dental, and vision under COBRA.

You are required to notify OSEEGIB when your Medicare and/or Social Security benefits become effective. Please send a photocopy of your Social Security award letter and Medicare card to OSEEGIB as proof of your Medicare and/or Social Security benefits. Failure to notify OSEEGIB within 30 days may adversely impact your premiums and/or benefits.

# TERMINATION OF BENEFITS AND COVERAGE

## ***Termination of Benefits***

Disability benefits end when any of the following events occur:

- Your disability ends or documentation no longer supports continued disability.
- The end of the maximum benefit period.
- The date of your death.
- Failure to:
  - Comply with your rehabilitation program.
  - Submit to an independent medical exam.
  - Supply recertification by a qualified physician.
  - Repay overpaid benefits.
  - Comply with any other requirements of the Plan.

## ***Termination of Coverage***

Your participation in the HealthChoice Disability Plan stops the date your active employment ends; however, coverage may be continued:

- If the date of your disability is determined to be on or before the termination date. The 30-day elimination period will apply.
- If you are on furlough or temporarily laid off.

# OSEEGIB PRIVACY NOTICE

OSEEGIB is a State of Oklahoma governmental agency created and governed by Oklahoma law for the purpose of administering health, life, disability, and dental benefits to state, local government, and education employees, and other groups designated by statute, including each of these groups' respective retirees. Oklahoma privacy laws and the federal Health Insurance Portability and Accountability Act (HIPAA) govern privacy matters between OSEEGIB and its participants concerning the privacy of identifiable health information.

In some cases, Oklahoma law may govern the privacy of your personal health information and in others HIPAA may govern. **The information in a member's file is confidential by law and we at OSEEGIB are committed to protecting this information.**

If you believe your privacy rights have been violated, call or send a written complaint to the OSEEGIB HIPAA Information Officer at 3545 NW 58th Street, Suite 110, Oklahoma City, OK 73112, 1-405-717-8701 or toll-free 1-800-543-6044. TDD users call 1-405-949-2281 or toll-free 1-866-447-0436.

## PLAN DEFINITIONS

The terms in this handbook shall have the following meaning, unless the content clearly indicates otherwise:

*Base Salary:* The rate of earnings in effect on the date disability begins. Base salary does not include overtime, commissions, bonuses, longevity pay, productivity enhancement program payments, or any other compensation.

*Benefit Period:* The first day of the benefit period will be the day you become eligible for benefits. The end of the benefit period will be the last day of eligibility as determined by the maximum benefit period and/or eligibility limits.

*Disability:* You are considered disabled if, as a result of injury or illness, you are unable to perform the material duties of your own occupation and work as a result of this condition for 31 consecutive days or longer. After 24 months of disability, it is defined as the inability to perform each of the material duties of any gainful occupation you are or may become reasonably qualified by training, education, or experience.

*Disability Claims Administrator:* An individual(s) or organization that is hired and/or appointed to provide certain administrative services to or on behalf of the HealthChoice Disability Plan.

*Elimination Period:* The first 30 consecutive calendar days of disability when no benefits are paid.

*Illness:* Sickness or disease, including pregnancy and complications of pregnancy. A disability resulting from illness must begin while you are participating in the Plan.

*Injury:* Bodily injury resulting directly from an accident and independent of all other causes. Any resulting disability must occur while you are participating in the Plan.

*OSEEGIB:* The Oklahoma State and Education Employees Group Insurance Board.

*Participant:* An employee of a participating employer who is eligible and is participating in the Plan.

*Participating Employer:* Agencies of the State of Oklahoma and county governments who have filed a resolution to participate are eligible for the Plan.

*Physician:* A person licensed to practice medicine and surgery, osteopathy, chiropractic, podiatry, optometry, or dentistry who is legally qualified as a medical practitioner under the insurance statutes of the State of Oklahoma and operating within the scope of their license. An employee or an employee's spouse, child, father, mother, sister, or brother are excluded from providing treatment.

*Plan:* The HealthChoice Disability Plan administered by OSEEGIB.

*Preexisting Condition:* A preexisting condition refers to an illness or injury for which you received medical care, diagnosis, consultation, treatment, or took prescribed drugs or medicines during the 90-day period immediately preceding your entry on duty date. The term preexisting condition shall also include any condition which is related to such injury or illness.

*Proof of Claim:* Documentation submitted to OSEEGIB and/or the disability claims administrator confirming a claim for benefits.

*Years of Service:* Time spent as an active employee performing full-time duties with an employer that participates in the HealthChoice Disability Plan. Time spent working for full or partial wages or time on leave without pay status after your last established disability date will not be counted toward years of service for disability benefit purposes. Also, time for which you receive disability benefits under this plan will not be counted toward years of service.

*You:* The term you or your includes, but is not limited to, persons who are currently drawing disability benefits under the Plan or who meet each and every requirement of this plan. Any employee of a participating employer who is eligible and has elected to participate in the Plan.



## **HealthChoice**

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