



Long-Term Disability *Benefits*

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Kansas Public Employees Retirement System



## Plan Sponsor

*Kansas Public Employees Retirement System*

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## Special Note

Possession of this Summary Plan Description does not guarantee any legal rights or responsibilities to the possessor by the Kansas Public Employees Retirement System. A member is covered by the terms of this Plan only if he or she meets the requirements set forth in this document. This Summary Plan Description replaces any and all other certificates and summary plan descriptions that have been previously issued by KPERS and its administrators.

Disability Plan Highlights	
<b>Disability Definition</b>	From own occupation first 24 months From any occupation after 24 months
<b>Benefit Amount</b>	60% of current compensation
<b>Benefit Maximum</b>	\$5,000 per month
<b>Rehabilitation Benefit</b>	24-month maximum
<b>Limited Benefit Periods</b>	None for biologically-based mental health conditions  Other mental health conditions = 24 months Substance abuse conditions = 24 months



## Schedule of Benefits

This Schedule of Benefits provides a brief description of the important benefit features provided under this plan. The details of a member's benefits, rights and obligations under this plan are provided in the complete Summary Plan Description. Please read the entire Summary Plan Description carefully.

Policy Number	GLD2006
Effective Date	January 1, 2006

### Long-Term Disability (LTD) Benefits

Definition of Disability	<p>The member is disabled when, on the date of disability, he or she meets the following definition of total disability:</p> <p><b>Own Occupation Period.</b> For the first 24 months for which benefits are paid, the member is unable to perform the material and substantial duties of his or her regular occupation due to sickness or injury.</p> <p><b>Any Occupation Period.</b> After benefits have been paid for 24 months, the member is unable to perform the material and substantial duties of any gainful occupation due to sickness or injury.</p>
Benefit Waiting Period	<p>For approved claims, benefits will begin the later of (a) the date the member completes 180 continuous days of total disability; or (b) the date the member ceases to draw compensation from his or her employer.</p>
Monthly LTD Benefit	<p>60 percent of the member's monthly rate of compensation. Minimum monthly benefit of \$100 and maximum monthly benefit of \$5,000 (subject to reduction by deductible sources of income).</p>
Maximum Benefit Period	<p>If the disability begins before age 60, the period remaining to the member's 65th birthday or retirement, whichever occurs first.</p> <p>If the disability begins at or after age 60, a period of five years or the date of the member's retirement, whichever occurs first.</p>
Social Security Benefits	<p>As a condition of eligibility, the member must apply for Social Security disability benefits and exhaust all administrative remedies of the Social Security Administration.</p>
Limitations and Exclusions	<p>Certain limitations and exclusions apply. See sections on Limited Benefit Periods on page 10, Limitations on page 12, and General Exclusions and Exclusion for Pre-Existing Conditions on page 13.</p>

### Basic Group Life Insurance Benefits While Receiving Disability Benefits

Benefit Amount	<p>150 percent of the <i>higher</i> of the member's (a) annual salary at the time of disability, or (b) compensation earned in the 12 months before the last day on payroll.</p>
Accelerated Death Benefit	<p>If a member is diagnosed as terminally ill with a life expectancy of 24 months or less, he or she may be eligible to receive up to 100 percent of the basic group life insurance rather than having the death benefit paid to the beneficiary (see Accelerated Death Benefit on page 15).</p>

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# Introduction

This Summary Plan Description provides members with detailed information about the long-term disability and accompanying death benefits provided by the Kansas Public Employees Retirement System.

The KPERS long-term disability plan provides financial protection by replacing a portion of the member's income if he or she is disabled for a prolonged period as the result of an injury or sickness. KPERS also provides a death benefit to the member's beneficiary should the member die while receiving long-term disability benefits. The death benefit amount is based on the member's salary at the time of disability.

The KPERS long-term disability and death benefits described in this Summary Plan Description are administered by a third-party administrator, Davies Life & Health, Inc. (the company). Please refer to the Definitions section beginning on page 17 for definitions of specific terms used throughout this document.

## Eligibility and Coverage

### When Coverage Begins (Eligibility Date)

The benefits for which an individual is eligible under this plan will become effective on the later of: (a) January 1, 2006, or (b) the date the individual becomes an eligible employee.

If an employee is not actively at work on the date his or her coverage under this plan would otherwise become effective, coverage will begin on the date he or she returns to active work.

The member's date of disability will determine plan coverage.

### Eligible Employees

All individuals who are (a) currently active members of KPERS; (b) employees of an educational institution under the Kansas Board of Regents as defined in K.S.A. 74-4925; (c) eligible employees of the University of Kansas Hospital Authority as defined in K.S.A. 76-3322; or (d) elected officials, are eligible for these benefits. See your designated agent for more information about plan eligibility.

### Cost of Coverage

Participating employers pay the cost of long-term disability and life insurance coverage for eligible members.

### When Coverage Ends

A member's coverage will end on the *earliest* of the following dates:

- Date the plan terminates
- Date he or she ceases to be eligible for coverage under the plan
- Date he or she withdraws his or her contributions from the Kansas Public Employees Retirement System
- The last date he or she is on the payroll of a participating employer



# Long-Term Disability Benefits

## Definition of Disability

A member is disabled under this plan when, on the date of disability, he or she meets the following definition of total disability:

**Own Occupation Period.** For the first 24 months for which benefits are paid, the member is unable to perform the material and substantial duties of his or her usual occupation due to sickness or injury.

**Any Occupation Period.** After benefits have been paid for 24 months, the member is unable to perform the material and substantial duties of any gainful occupation due to sickness or injury.

To qualify for benefits, the member must be under the regular care of a physician. Disability must begin while the member's coverage under this plan is in force. The loss of a professional or occupational license or certification does not mean, in itself, the member is disabled.

## When Benefits Begin (Benefit Waiting Period)

For approved claims, benefits will begin the **later** of the following:

- The date the member completes 180 continuous days of total disability
- The date the member ceases to draw compensation from his or her employer

No benefits are paid for the 180-day waiting period, and the member must be under the care of a physician during this period.

If a member attempts to return to work for up to 30 working days during the waiting period and again becomes totally disabled from the same cause, the waiting period will be extended by the number of days worked.

## Benefit Amount

Once a member completes the waiting period, the company will pay a monthly benefit as long as the member continues to be approved for disability benefits. The benefit amount will be 60 percent of the member's **current annual rate of compensation on the date the disability began, payable in equal monthly installments**. However, the disability benefit is reduced by any deductible income the member receives or is eligible to receive from sources listed in the following section. In addition, the monthly benefit amount is subject to the minimum and maximum benefit provisions described on page 10. Disability benefits will be paid to the disabled member monthly at the end of each 30 days during the period for which the member is eligible to receive benefits.

## Deductible Income

Disability benefits will be reduced by income the member receives or is eligible to receive from *any* of the following sources:

- Social Security primary disability or retirement benefits
- Workers' compensation benefits
- Railroad Retirement Board disability or retirement benefits
- Other disability benefits from any other source by reason of employment
- Earnings from any form of employment
- Earnings from eligible rehabilitative employment

If any deductible income is paid in a lump sum, the amount of the reduction will be calculated on a monthly basis over the period of time for which the lump sum is given. The benefit payment will not be reduced by any Social Security benefit cost-of-living increase becoming effective after benefit payments begin.

## Minimum Benefit

The minimum benefit payable is \$100 per month. The monthly benefit payable will never be less than \$100.

## Maximum Benefit

The maximum benefit payable is \$5,000 per month. The gross monthly benefit, before reductions for deductible income or disability earnings, may not exceed \$5,000.

## Maximum Benefit Period

Disability benefits will be paid monthly for as long as the member qualifies for benefits under this plan, but will not exceed the maximum benefit period, as follows:

- If the disability began before age 60, the period remaining to the member's 65<sup>th</sup> birthday or the date of the member's retirement, whichever first occurs; or
- If the disability began on or after reaching age 60, the shorter of (a) a period of five years, or (b) the period remaining to the date of the member's retirement.

In no event will benefits be paid:

- For the first 180 days of continuous total disability (180-day waiting period).
- While the member continues to draw compensation from the employer.
- For any period beyond the date the member withdraws his or her contributions from the Kansas Public Employees Retirement System.

## Limited Benefit Periods

Benefit payments for disabilities caused or contributed to by non-biologically-based mental illnesses are limited to the term of the disability or 24 months per lifetime, whichever is less. This limitation does not apply to disabilities resulting from biologically-based mental illnesses.

Benefit payments for disabilities caused or contributed to by substance abuse are limited to the term of the disability or 24 months per lifetime, whichever is less.

## When Benefits End

Benefit payments under this plan will terminate if the member:

- Is no longer disabled as defined in this plan.
- Reaches the end of the maximum benefit period.
- Fails to provide proof of continuing disability.
- Withdraws contributions from the Kansas Public Employees Retirement System.
- Refuses to complete his or her responsibilities under a company-approved rehabilitation plan without good cause.
- Is not working to his or her maximum capacity if participating in rehabilitative employment.
- Retires.
- Dies.

Benefit payments under this plan will also be terminated if:

- During the first 24 months for which benefits are paid, earnings from any form of employment exceed 80 percent of the member's rate of compensation at the time of disability.
- After the first 24 months for which benefits are paid, earnings from any form of employment exceed 60 percent of the member's rate of compensation at the time of disability.

## Social Security Assistance

To be eligible for KPERS disability benefits, the member must apply for Social Security disability benefits, and provide proof to the company that an application was filed and acknowledged as complete by the Social Security Administration. If initially denied Social Security disability benefits, the member must exhaust all administrative remedies within the Social Security Administration. These include, but are not limited to, reconsideration and hearings.

If the member is receiving benefit payments under this plan, the company may provide advice to him or her regarding the Social Security disability benefits claim. The company will also provide, at the member's request, assistance with finding legal representation for Social Security appeals. Receiving Social Security disability benefits may enable the member to receive Medicare after 24 months of Social Security disability benefit payments. The member's family also may be eligible for Social Security benefits.

While the member is pursuing administrative remedies before the Social Security Administration's final decision, Social Security disability benefits may be estimated and deducted from the benefit payments under this plan.

## Rehabilitative Employment Program

Following a period of total disability, a member may qualify for disability benefits while engaging in rehabilitative employment. The company will review the member's records to determine if vocational or rehabilitation services might help him or her return to a gainful occupation. The company will work with the member to develop a plan that best meets the member's needs and may work with his or her physicians, other medical practitioners, and vocational experts. Once the company has identified a member as a suitable candidate for rehabilitation services, participation is mandatory.

The rehabilitation plan may include, but is not limited to:

- Coordination with the member's employer to assist him or her to return to work.
- Evaluation of adaptive equipment to allow the member to work.
- Vocational evaluation to determine how the member's disability may impact his or her employment options.
- Job placement services.
- Resume preparation and interview skills training.
- Job-seeking skills training.
- Training for a new occupation.
- Assistance with relocation that may be part of an approved rehabilitation program.

The company reserves the right to make the final decision concerning the member's eligibility to take part in a rehabilitation plan and the amount of services he or she will be provided. The terms, conditions and objectives of the rehabilitation plan must be approved by the company.

If a member fails to fully participate in a rehabilitation plan without good cause, disability benefits may be terminated.

## Rehabilitative Employment Benefits

During a period of approved rehabilitative employment, the member's monthly benefit payment will be reduced by disability earnings as follows:

- Monthly benefits will be reduced by 50 percent of the member's disability earnings during the first 12 months of rehabilitative employment.
- Monthly benefits will be reduced by 75 percent of the member's disability earnings during the second 12 months of rehabilitative employment.

The maximum benefit period for rehabilitative employment benefits is 24 months.

In some circumstances, disability benefits may be subject to Social Security and Medicare taxes while members are engaged in rehabilitative employment. Additionally, these taxes may be deducted from disability benefit payments for a period of six months if a member ends rehabilitative employment and again begins receiving full disability benefits. Please contact Davies Life & Health, Inc. at 1-844-762-6447 for more information.

## Temporary Recovery

If a member returns to work after receiving disability benefits and the member suffers a recurrence of disability from the same or a related cause while this plan is in force, the subsequent period of disability may be deemed a continuation of the prior period. However, if the member has been actively at work in any occupation on a full-time basis for at least six consecutive months between such periods of disability, the recurring disability will be considered the result of a new sickness or injury and will be subject to a new waiting period. If the member becomes entitled to benefit payments for the recurring disability under any other employer-provided group disability plan, he or she will not be eligible for benefit payments under this plan.

## Multiple Disabilities

If a member suffers from two or more disabilities at the same time, whether related or unrelated, benefits will be paid as if the disabilities were caused by one injury or one sickness. In no event will a member be considered to have more than one continuous period of disability at the same time.

## Consecutive Disabilities

If a period of disability is extended by a new, unrelated cause while benefits are payable, the maximum benefit period for the two disabilities combined will not extend beyond the maximum benefit period for the original disability. All exclusions and limitations in this plan will apply to the new cause of disability.

## Limitations

Disability benefits are not payable for:

- Any period of disability when the member is not under the regular care of a physician in the appropriate specialty as determined by the company.
- Any period of disability when the member is not fully participating without good cause in:
  - A course of medical treatment.
  - Vocational or rehabilitative training or education.
  - A company-approved rehabilitation plan.
- Any period of disability when the member is confined for any reason in a correctional institution.

## General Exclusions

No disability benefit will be paid for disabilities caused by or contributed to by:

- Participation in an assault, felony, strike, civil disorder or riot.
- An act of war, declared or undeclared.
- Attempted suicide or intentionally self-inflicted injury, while sane or insane.
- Visual impairment if the member is in training at and employed by a sheltered workshop for the blind operated by the Kansas Department for Children and Families.
- The use of an illegal or controlled substance not prescribed by a physician.
- Service in the Armed Forces, National Guard, or military reserves of any country or international authority.

## Exclusion for Pre-Existing Conditions

The plan does not cover any disability that begins during the first 12 months after the member's date of employment with a participating employer that is caused by or resulting from a pre-existing condition or medical or surgical treatment for a pre-existing condition.

Pre-existing condition means any sickness or injury for which the member, within three (3) months before his date of employment with a participating employer:

- Was diagnosed by or received treatment from a legally qualified physician.
- Had symptoms for which an ordinarily prudent person would have sought treatment.

# Applying for Disability Benefits

## Initial Notice of Claim

To apply for long-term disability benefits, a member should notify his or her employer. The employer will report the member's disability to KPERS approximately 60 days after the member's last day at work. To be eligible for benefits, notice of a claim must be sent to KPERS within 180 days after the member's disability commences. Notice must include information sufficient to identify the individual whose injury or sickness is the basis of the claim. Notice to KPERS will be considered notice to the company.

## Required Documents and Forms

KPERS will notify the company approximately 90 days after the member's last day at work or, if later than 90 days, as soon as written notice is received. The company will then send the required forms to the claimant for filing proof of total disability. If the company fails to send the form to the claimant, contact KPERS.

Proof of total disability must include:

- The date disability began.
- Appropriate documentation of the disability.
- Appropriate documentation of earnings.
- The name and address of any hospital or medical facility where the member received treatment.
- The names and addresses of all physicians providing regular care or specialty care.

## **Initial Proof of Disability**

Initial written proof of total disability must be sent to the company at its home office at the member's expense within 90 days after the date the written notice of claim is required.

## **Continuing Proof of Disability**

Proof of continuing disability satisfactory to the company, indicating the member is under the regular care of a physician, may be required and must be provided at the member's expense upon request. The company must receive this proof within 30 days of a request. In some cases, the member will be required to give the company authorization to obtain additional medical information, and to provide non-medical information as part of proof of claim, or proof of continuing disability. The claim may be denied or benefits may end if the requested information is not submitted.

## **Examinations and Interviews**

The company may require the member to be examined by physicians, other medical practitioners or vocational experts of the company's choice. The company also may have an autopsy performed in case of death, unless not allowed by law. The company will pay for these examinations or autopsy. The company may require examinations as often as it is reasonable to do so. The company also may require the member to be interviewed by an authorized representative of the company. Refusal to be examined or interviewed may result in denial or termination of the member's claim.

## **Time Limits for Filing Claims**

Failure to provide notice of claim or proof of total disability within the time frames required will not invalidate or reduce a claim if it is shown that it was not reasonably possible to do so. In such case, notice of claim and written proof of total disability must be provided as soon as reasonably possible. Written notice of claim or written proof of total disability will not be accepted later than one year from the time it was otherwise required, except in the absence of legal capacity or as directed by KPERs.

## **Benefit Payments on Behalf of the Member**

If, in the company's opinion, a member is not competent to give a valid release, and the company has not received written evidence of the appointment of a conservator for the member's estate, the company may, at its sole discretion, make benefit payments to the individual or institution that is providing the member's care and support.

If a member dies before all outstanding benefits due have been paid, the company will make a final payment to the person or persons designated by the member as his or her beneficiary on a form satisfactory to KPERs. In the event there is no named beneficiary or no named beneficiary survives the member, benefits will be paid to: (a) The member's surviving spouse; (b) the member's dependent child or children; (c) the member's dependent parent or parents; (d) the member's nondependent child or children; (e) the member's nondependent parent or parents; or (f) the estate of the deceased member, in the order of preference as specified in K.S.A. 74-4902(7), as amended.

Any benefit payments made by the company in accordance with this plan will fully discharge the plan's liability to the extent of such payment.

## **Claim Denial and Appeal Procedures**

If a member's claim is denied in whole or in part, he or she will receive a written notice of the denial from the company. The notice will explain the reason for the denial.

Within 30 days, the member may provide any supplemental information to the company and request an additional review of the claim. If the member's claim remains denied, he or she will receive a written notice of the denial from the company and information on how to request an administrative hearing with KPERS to review a denied claim. KPERS must receive the request for an administrative hearing in writing within 30 days after the date of the final denial. Under Kansas law, KPERS must receive a written request for administrative hearing by this 30-day deadline, or a member's request for a hearing will be denied. Requests should be addressed to the Executive Director of KPERS, 611 S. Kansas Ave., Suite 100, Topeka, KS 66603-3869. KPERS' legal counsel is available to address any questions regarding the claim denial appeals procedure. The KPERS legal department may be reached at 785-296-6166 or toll-free at 1-888-275-5737.

## **Life Insurance Benefits**

### **Benefit Amount**

Upon the death of a member receiving monthly disability benefits, the company will pay a lump-sum benefit to eligible beneficiaries. The benefit amount will be 150 percent of the higher of (a) the member's annual rate of compensation at the time of disability; or (b) the member's previous 12 months of compensation at the time of last day on payroll.

If the member had been disabled for five or more years, the annual compensation or salary rate at the time of disability will be indexed, or recomputed, before the life insurance benefit amount is calculated. This recalculation will provide a compensation or salary amount that reflects changes in the cost of living since the member's date of disability.

### **Applying for Life Insurance Benefits**

To start the life insurance claim process, notice of a covered member's death should be addressed at once to the Kansas Public Employees Retirement System, 611 S. Kansas Ave., Suite 100, Topeka, KS 66603-3869, or 785-296-6166 or toll-free at 1-888-275-5737. Notice should be sent no later than one year from the date of death. This notice must include information sufficient to identify the individual whose death is the basis of the claim. Upon receiving notice, KPERS will send the required forms to the member's beneficiaries.

### **Accelerated Death Benefit**

If a member is diagnosed as terminally ill with a life expectancy of 24 months or less, he or she may be eligible to receive up to 100 percent of the basic group life insurance rather than having the death benefit paid to the beneficiary. Eligible members should contact KPERS at 785-296-6166 or toll-free at 1-888-275-5737 to request additional information about applying for accelerated death benefits.

### **Conversion Right**

If a member retires or long-term disability benefits end, he or she may convert the life insurance to an individual life insurance policy. The member must apply for insurance under the conversion policy and pay the first premium within 60 days after the date long-term disability benefits end. Contact KPERS at 785-296-6166 or toll-free at 1-888-275-5737 to request additional information about converting to an individual life insurance policy.

## Other Important Information

### Overpayment of Benefits

KPERS and the company have the right to recover any overpayments, including but not limited to:

- Fraud.
- Any error KPERS or the company makes in processing a claim.
- The member's receipt of deductible income.
- Monthly benefits paid after the death of a member.

Members are responsible for reimbursing KPERS or the company for overpayments. KPERS or the company will determine the method by which the repayment is to be made. If an overpayment exists for a member's claim, monthly disability benefit payments or group life insurance benefits may first be applied to reduce the overpayment.

### Failure to Comply

This Summary Plan Description establishes what is required of a member in order to receive benefits under the plan. Benefits may be denied or terminated for members who do not comply with the requirements of this plan.

### Fraud

KPERS and the company will provide all means necessary to support fraud detection, investigation and prosecution. It may be a crime if a member or an employer knowingly, and with intent to injure, defraud or deceive KPERS and the company, files a claim containing any false, incomplete or misleading information. These actions, as well as submission of false information, will result in denial of a claim, and are subject to prosecution and punishment to the full extent under state or federal law. KPERS and the company will pursue all appropriate legal remedies in the event of fraud.



# Definitions

## **active work or actively at work**

The member reports for work at his or her usual place of employment, or any other business location where the member is required to travel, and is able to perform the material and substantial duties of his or her regular occupation. The member must be on the payroll of the participating employer in a position that meets the requirements of KPERS-covered employment under Kansas law.

## **biologically-based mental illness**

A biologically-based mental illness may include, but is not necessarily limited to, schizophrenia, schizoaffective disorder, schizophreniform disorder, brief reactive psychosis, paranoid or delusional disorder, atypical psychosis, major affective disorders (bipolar and major depression), cyclothymic and dysthymic disorders, obsessive compulsive disorder, panic disorder, pervasive developmental disorder, including autism, attention deficit disorder and attention deficit hyperactive disorder as such terms are defined in the diagnostic and statistical manual of mental disorders, fourth edition, (DSM-IV, 1994) of the American psychiatric association, but shall not include conditions not attributable to a mental disorder that are a focus of attention or treatment.

## **the company**

Davies Life & Health, Inc., 1500 Main Street, Suite 1400, Springfield, MA 01115-5189. Davies Life & Health, Inc. is a Third Party Administrator.

## **disability earnings**

Earnings the member receives from any employment while disabled.

## **fully participate**

Member's continuous and full compliance with the rehabilitation plan that has been developed and offered at the discretion of the company.

## **gainful occupation**

An occupation for which the member is reasonably qualified because of his or her physical and mental capacity, education, experience and training, as well as training he or she could receive. Gainful occupation may be determined with the assistance of a licensed vocational or rehabilitation coordinator.

## **good cause**

Documented physical or mental impairments that leave the member unable to take part in or complete the agreed upon rehabilitation program provided under this plan. It can also mean that he or she is involved in:

- Medical treatment which prevents or interferes with his or her taking part in or completing the program.
- Some other vocation rehabilitation program which conflicts with his or her taking part in or completing the program the company developed, and is reasonably expected to return him or her to a gainful occupation.

## **injury**

Bodily harm that is the direct result of an accident and not related to any other cause. Disability as a result of injury must begin while the member is covered under the plan.

## **material and substantial duties**

Duties that are normally required to perform the member's regular occupation and cannot be reasonably omitted or modified.

**maximum capacity**

The greatest extent of work the member is able to do in his or her regular occupation or any gainful occupation that is reasonably available.

**member**

Individual currently employed by an employer who is covered under the Kansas Public Employees Retirement System's (KPERS) long-term disability plan as authorized by the Retirement Act at K.S.A. 74-4901 *et seq.*

**physician**

Practitioner of the healing arts who is duly licensed in the state in which the treatment is received, and practicing within the scope of that license. The term physician does not include the member, his or her spouse, children, parents, parents-in-law, siblings, or grandparents.

**regular care**

Claimant (a) personally visits a physician as often as is medically required to effectively manage and treat his or her disabling condition, according to generally accepted medical standards; and (b) is receiving appropriate treatment and care, according to generally accepted medical standards, by a physician whose specialty or experience is appropriate for the member's disabling condition.

**regular occupation**

The occupation the member is routinely performing when his or her disability begins. The company will look at the member's occupation as it is normally performed in the Kansas state economy instead of how the work tasks are performed for a specific employer or at a specific location.

**rehabilitative employment**

Work in the member's own occupation, or any occupation following a period of total disability that provides the member the opportunity to work at his maximum capacity.

**sickness**

An illness, disease or pregnancy. The sickness must begin while the member is covered under the plan.

**substance abuse**

Alcoholism, or the non-medical use of narcotics, sedatives, stimulants, or any other such substance, whether or not prescribed by a physician.

**treatment**

Medical examination, consultation, advice, tests, attendance or observation, medical services, supplies or equipment, including the prescription or use of prescription drugs or medicines.

**waiting period**

Length of time a member must be continuously totally disabled before a benefit is payable under this plan. It begins on the first day of total disability, and lasts until the later of 180 days or the date the member stops drawing compensation from his or her employer.





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