

DC-37 IPP

Income Protection Plan Benefits 2023

Information for: Rent Regulation Services Unit Employees of the State of New York Represented by District Council 37

NEW YORK STATE | M/C IPP Income Protection Plan

New York State Department of Civil Service, Albany, New York 12239 • www.cs.ny.gov

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The District Council 37 (DC-37) Income Protection Plan

This book describes the DC-37 Income Protection Plan (IPP) and provides other important information. It contains both a General Information section and your *IPP Certificates of Insurance*.

The DC-37 IPP is offered to eligible DC-37 employees. The Plan is administered by the Department of Civil Service. Insurance benefits are provided by Metropolitan Life Insurance Company.

The IPP is designed to provide income protection in the event you become unable to work due to illness or injury. In combination with other benefit income, such as retirement and Social Security benefits, the IPP provides partial continuation of your income during disability to help ease financial burdens.

Overview

The IPP consists of Short Term Disability (STD) Insurance and Long Term Disability (LTD) Insurance.

If you become unable to work due to illness or injury, you may begin collecting STD 14 consecutive calendar days after the onset of the disability or the exhaustion of your accrued sick leave credits, whichever is later.

This means you must first use all of your available accrued sick leave before receiving STD benefits. The onset of disability means the date on which you first became unable to work due to the disability.

- If your accrued sick leave is not enough to cover the first 14 consecutive calendar days from the onset of the disability, you may use other leave credits or go on leave without pay for the balance of the 14 days. In no event will STD benefits be paid before 14 consecutive calendar days have passed.
- After using your sick leave, you may elect to use other leave credits such as vacation, personal leave, holiday leave, overtime compensatory time or Voluntary Reduction in Work Schedule (VRWS) credits. At least two weeks before your sick leave runs out, notify your Personnel Office if you wish to use other leave credits and for how many days. This information is necessary to determine the date on which STD benefits are to begin. Once an election is made, your decision is irreversible. If you do not tell your Personnel Office that you wish to use your other leave credits, you will be deemed to have elected *not* to use such credits, and STD benefits will begin the later of a) 14 calendar days following your disability or b) when your sick leave is exhausted. STD benefits are payable for up to six months from your initial date of disability, for as long as you are deemed disabled by Metropolitan Life Insurance Company.
- There is one exception to the sequence described in the above paragraph. Employees disabled because of pregnancy and childbirth may, after exhausting sick leave and after receiving STD benefits during the period of medical disability, elect to use credits other than sick leave while on child care leave. This election must be made known to the employer by the employee by the end of the disability period and must begin immediately following cessation of the disability and prior to leave without pay.
- Once STD benefits start, leave donations typically can no longer be applied. However, if an employee was only eligible for STD benefits (which is rare), they would be able to use leave donations when the STD benefits were exhausted. DC-37 employees enrolled in the IPP may use donated credits only after all leave credits (not just sick leave credits) have been exhausted and prior to receiving IPP benefits. Such donated credits must be used in full-day units.
- Under New York State policy, any entitlement you may have to leave under the Family and Medical Leave Act may be designated to run concurrently with absence for disability under the Attendance Rules and the IPP.
- In accordance with New York State regulations, you are ineligible for STD or LTD benefits for each day you receive Paid Family Leave under Workers' Compensation Law Article 9.

Short Term Disability benefit

For eligible employees, STD benefits are payable for up to six months from the onset of a disability. STD benefits are payable weekly by Metropolitan at 50 percent of your covered weekly salary, not to exceed $961.54 (see page 16) per week and not beyond six months from the onset of disability (see *Certificate* beginning on page 13).

Long Term Disability benefit

For eligible employees, LTD benefits are payable after six months of disability or after the exhaustion of sick leave accruals (and other leave credits if you elect to use them), whichever occurs later. LTD benefits

are payable monthly by Metropolitan at 60 percent of your covered salary, not to exceed $5,000 per month, for the duration of disability, but not beyond the earlier of age 65 or death. Refer to page 8 for information regarding disabilities that begin at or after age 60 (see *Certificate* beginning on page 19).

If You Need Assistance

- Regarding general Plan information, enrollment, filing claims or other administrative matters, contact your Personnel Office.

- Regarding the status of a Short Term Disability (STD) claim or the payment of STD benefits, contact:

  MetLife
  Disability Management Services
  1-800-300-4296 Press 2

- Regarding the status of a Long Term Disability (LTD) claim or the payment of LTD benefits, contact:

  MetLife
  Disability Management Services
  1-800-300-4296 Press 2

- Regarding the Regulations of the Department of Civil Service (President's Regulations) or the DC-37 Attendance Rules, as they explain the use of sick leave and other accrued leave, contact:

  Attendance and Leave Unit
  Department of Civil Service
  Albany, New York 12239
  (518) 457-2295

- Regarding the New York State Employees' Retirement System, contact the Retirement System general information number:

  (518) 474-7736

- For questions related to the DC-37 IPP other than the above, contact:

  New York State
  Department of Civil Service
  Employee Benefits Division
  Albany, New York 12239
  (518) 473-3496

Note: This is only an overview. To determine your benefits under the DC-37 IPP, you must read this book. **Save this book.** You will not be issued a new book each year.

General Information

Participation and eligibility

Annual salaried DC-37 employees of the Executive Branch who are scheduled to work at least half-time are automatically enrolled in the DC-37 IPP. New enrollees will receive a confirmation letter with further details from the Employee Benefits Division (EBD).

If you have *prior creditable service*, you may have the ability to decline participation in the Plan. You may do so if your service date is prior to October 1, 1987.

The Employee Benefits Division will send you a letter if you have prior creditable service and if you meet the above requirement and wish to decline enrollment in the IPP, you must notify EBD of your intent in writing within 30 days of your date of hire. This will be your only opportunity to decline coverage under the IPP, and your decision is not reversible.

If you do not have *prior creditable service* and you are appointed to an eligible DC-37 position on or after October 1, 1987, IPP coverage is mandatory and you are not able to decline. It is a condition of employment. A medical examination is not required for enrollment purposes.

To be covered under the Plan's Long Term Disability (LTD) component, IPP participants must:

(1) Have at least six months of active New York State service and

(2) Be a member of a public retirement system of New York State or an optional retirement program, such as Teachers Insurance and Annuity Association (TIAA).

Individuals who do not have six months of service credit and/or are not a member of a retirement system, but are otherwise eligible, will receive sick leave benefits and Short Term Disability (STD) coverage only. Participants are not eligible for LTD coverage until the six-month service requirement is met and they are a member of a retirement system.

Refer to your IPP Certificates beginning on pages 13 and 19 for additional information regarding eligibility, participation and effective dates of coverage.

Cost of coverage

The IPP is entirely funded by New York State, so there is no cost to you for this coverage.

Sick leave benefits

The following describes your sick leave benefits provided by New York State if you participate in the DC-37 IPP:

- Sick leave is granted four days at a time every six months on sick leave grant dates. Part-time employees are credited with a prorated amount of sick leave on grant dates based on percentage of full-time employment.
- Grant dates: Employees who enrolled in the IPP before October 1, 1987, receive sick leave on the grant dates October 1 and April 1. Employees appointed to a DC-37 position on or after October 1, 1987, who have creditable service prior to October 1, 1987, receive their first four days of sick leave on the effective date of DC-37 appointment—their first grant date and then at six month intervals thereafter. Employees who do not have creditable service prior to October 1, 1987, receive four days of sick leave six months after the effective date of DC-37 appointment and that date becomes their first grant date.
- Your sick leave grant dates are adjusted only if you are not in pay status on such dates, and your grant dates are changed according to your date of return to pay status. (Refer to the table on page 4 for additional information.)
- Employees enrolling in the IPP retain all sick leave credits accumulated under the attendance rules prior to enrollment in the IPP.

- You may accrue a maximum of 225 days of sick leave credits.
- The value of up to 200 days of accrued sick leave is applied at the time of a service retirement to increase retirement service credit and to offset all or part of the employee contribution for health insurance during retirement.

Contact your Personnel Office for additional information regarding sick leave benefits.

Eligibility for leave credits during a period of disability

The following chart describes eligibility for leave credits while on STD or LTD and applies as long as the disabled employee remains in New York State service. "Yes" indicates eligibility to earn leave credits and "No" indicates ineligibility to earn leave credits.

ELIGIBILITY FOR LEAVE CREDITS		
TYPE OF CREDIT	**SHORT TERM DISABILITY (STD)**	**LONG TERM DISABILITY (LTD)**
SICK LEAVE CREDITS	**Yes.** If either six month grant date falls during STD period. Grant dates are not changed.	**No.** If either grant date falls during LTD period, employee receives four days upon return to payroll. Grant dates change according to date of return to payroll.
PERSONAL LEAVE CREDITS	**Yes.** If anniversary date falls during STD period. Anniversary date is not changed.	**No.** If anniversary date falls during LTD period, employee receives personal leave days upon return to payroll. Anniversary date changes to date of return to payroll.
BIWEEKLY ANNUAL LEAVE CREDITS	**No.** Employee will earn biweekly leave accruals upon return to payroll.	**No.** Employee earns biweekly leave accruals upon return to payroll. Annual leave is earned at a rate determined by the annual leave anniversary date.
ANNUAL LEAVE BONUS DAYS	**Yes.** If anniversary date falls during STD period. Anniversary date is not changed.	**No.** If LTD period is less than six months and anniversary date falls during the LTD period, bonus days are credited upon return to payroll and anniversary date is not changed. If LTD period is six months or more, annual leave anniversary date is adjusted to account for LTD period.

Eligibility for other disability benefits

Participation in the IPP does not affect your eligibility for Social Security, workers' compensation or retirement benefits, but benefits received from these sources are used to offset (reduce) IPP benefits (see STD and LTD Offset sections for further information).

The IPP does not require you to apply for other disability benefits for which you are eligible; however, if you do not apply for Social Security benefits, your LTD benefit *will be offset* (reduced) by an estimated Social Security award unless you provide proof of filing and also sign a reimbursement agreement (see page 9). It may be to your advantage to apply for other disability benefits and it is suggested that you contact your retirement system or plan, the Social Security Administration or your Personnel Office for additional information.

Private disability policies

Benefits you receive from your private disability policy are not used to offset STD or LTD benefits. IPP benefits will be paid regardless of any private disability coverage you may have or the benefits provided under your private coverage. Contact your personal insurance agent or insurer for information about the provisions of your private policy (see *Offsets*, page 8).

Employment status during periods of disability

If you are disabled before your employment ends, the IPP provides benefits for up to the maximum benefit period as long as you remain disabled, whether your employment terminates during the disability period or not. Once you are no longer disabled, benefits end regardless of your employment status or the availability of employment.

Leave without pay (LWOP) status

If you are granted an LWOP for one continuous year or less, you continue to be covered by the IPP. If you become disabled while on such LWOP, the waiting period for benefits begins on the day following the date on which your LWOP was scheduled to expire. Benefits would then be payable after you satisfy the waiting period. **If you are granted an LWOP for a period greater than one year, no IPP benefits will be payable if you become disabled at any time during that LWOP period.**

When your coverage ends

Your coverage ends when:

(1) Your regular work schedule drops below 50 percent per pay period,

(2) You are no longer paid on an annual salaried basis,

(3) You are granted an LWOP for any reason that exceeds one year,

(4) You are no longer in a DC-37 position or

(5) Your employment terminates or you retire.

These limitations do not affect any benefits payable to you if you become disabled prior to the termination of your coverage. Upon return to work, you are covered by the attendance and leave provisions appropriate to your status.

If you are no longer in a DC-37 position, your IPP coverage ceases. If you later return to a DC-37 position, you are again covered by the IPP automatically.

If your IPP coverage ceases and you continue to be a New York State employee, you should contact your Personnel Office for information regarding how to qualify for leave benefits under the Attendance Rules.

Conversion privileges

Consistent with standard insurance industry practice, the IPP does not provide for conversion to a private disability insurance policy if your IPP coverage terminates. However, you may be able to obtain your own private disability insurance policy from another insurance agent or insurer.

Two Components of the Income Protection Plan

Although the IPP is referred to as a single program, it consists of two distinct parts—a Short Term Disability (STD) component and a Long Term Disability (LTD) component. For purposes of this summary, the two components are discussed separately.

Short Term Disability Coverage

If you are not a member of a retirement system and/or do not have six months of service credit, but are otherwise eligible, you can enroll in the IPP and you will receive sick leave benefits and STD coverage only.

Definition of disability

For STD purposes, you are considered to be disabled if you are unable to perform your job. Exclusions and restrictions that apply to LTD (listed on page 7) do not apply to STD.

Waiting period

Before you can receive STD benefits, you must satisfy a waiting period. The Regulations of the Department of Civil Service define the waiting period as "14 consecutive calendar days from onset of disability or the exhaustion of accrued sick leave credits, whichever is later. An employee shall be deemed to have exhausted accrued sick leave credits on the day on which the employee's accrued sick leave balance is less than one day." If your accrued sick leave is not enough to cover 14 consecutive calendar days, you may then use other leave credits (holiday leave, personal leave, etc.) or go on leave without pay for the balance of the 14 days.

If your sick leave credits cover 14 calendar days or more, you may use other leave credits after exhausting your sick leave. You may choose to use other leave credits to earn your full pay for a longer period of time, but you must be fully off the payroll before receiving STD or LTD benefits. **Once STD or LTD benefits begin, you cannot elect to return to the payroll to use other leave credits during that period of disability.**

STD benefits

STD benefits are paid at the rate of 50 percent of your basic weekly salary, up to a maximum weekly benefit of $961.54. Basic salary does not include overtime, location pay or any other supplement. STD benefits are not payable beyond six months from the onset of disability. STD benefits are subject to state and federal income taxes.

Retirement service credit

Tier 1 employees receive full service credit while on STD. All other tiers are prorated.

While you are on STD, Metropolitan will automatically withhold your State Employees' Retirement System contributions when applicable.

Offsets

STD benefits are reduced (offset) by the following:

- The amount of any disability income benefits that are received from a plan established in accordance with Section 158 of the Civil Service Law.
- Any disability income benefits paid for your time lost from work under a workers' compensation or similar program, unless such benefits have been used to offset any benefits paid under a retirement system.
- Any retirement benefit paid by a public retirement system of New York State, including political subdivisions, or an optional retirement program, including any such benefit received by a retired person who is reemployed under Sections 211 or 212 of the Retirement and Social Security Law, other than those benefits provided by a tax-deferred annuity program.

While you are on STD, you are responsible for notifying Metropolitan if you receive benefits from any of the sources listed above.

Refer to page 9 of this book for an illustration of how offsets are applied.

Long Term Disability Coverage

IPP participants must (1) have at least six months of active New York State service and (2) be a member of a public retirement system of New York State or an optional retirement program (TIAA) to be covered under LTD.

If you are not a member of a retirement system and/or do not have six months of service credit but are otherwise eligible, you can enroll in the IPP and you will receive sick leave benefits and STD coverage.

You will not be eligible for LTD coverage until the six-month service requirement is met and you are a member of a retirement system.

Definitions of disability

For the first two years that you receive LTD benefits, you are considered to be disabled if you are unable to perform your job. After two years of LTD benefits, you are considered disabled if you are unable to perform any gainful occupation for which you are qualified on the basis of your education, training and experience.

Exclusions and restrictions

Pre-existing Condition Exclusion

No LTD benefits are payable for any disability that begins before you have been continuously insured under the IPP for 12 months if the disability results from a sickness or injury for which you consulted a doctor (see page 10 for an explanation of the term “doctor”) or took prescribed medication during the six months preceding the effective date of your LTD coverage, and for which you were out of work because of that condition during that same six-month period. The effective date of your LTD coverage is the date on which you have at least six months of active New York State service, are a member of a public retirement system of New York State or an optional retirement program (TIAA) and are enrolled in the IPP.

LTD benefits are not payable for disabilities that result from pre-existing conditions and that begin during the first 12 months of IPP coverage, for the duration of the incidence of disability. If the first 12 months have passed without the onset of a disability, all pre-existing condition limitations are removed.

New periods of disability that result from a pre-existing condition and occur after the first 12 months are covered fully under LTD.

Disabilities due to alcohol or drug use

Disabilities related to alcohol or drug use will be covered only if you are actively supervised by and receiving treatment from a rehabilitation center or a rehabilitation program supervised by a licensed practitioner and approved by Metropolitan.

Other exclusions

Disabilities that result from or are caused by a riot or rioting (unless resulting in connection with your performing the duties of your position) are not covered, nor are disabilities that result from attempted suicide, intentionally self-inflicted injury, war or warlike action in time of peace or that were incurred while committing a felony.

Waiting period

LTD benefits are payable after six months of disability or the exhaustion of sick leave accruals, if later. If sick leave accruals (and other leave credits at your option) exceed six months, you will not receive STD benefits and LTD benefits will begin immediately following the exhaustion of such credits.

LTD benefits

After the waiting period is met, LTD benefits are payable monthly at the rate of 60 percent of your basic monthly salary (does not cover overtime, location pay or any other supplements) up to a maximum monthly benefit of $5,000. LTD benefits are payable to the end of disability but not beyond the earlier of age 65 (see the box on page 8) or death. LTD benefits are subject to state and federal income taxes.

DISABILITY AT OR AFTER AGE 60 If you become disabled at or after age 60, you are eligible for LTD benefits as follows:	
Age at Onset of Disability	**Maximum LTD Benefit Period**
Less than age 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
Regardless of age, if you are a covered employee, STD benefits and at least 12 months of LTD benefits will be provided to you according to Plan provisions.	

Retirement service credit

Retirement service credit is not granted for periods of LTD.

Offsets

LTD benefits are offset (reduced) by the following:

- The amount of any disability income benefits that are received from a plan established in accordance with Section 158 of the Civil Service Law.
- Any disability income benefits paid for your time lost from work under a workers' compensation or similar program, unless such benefits have been used to offset any benefits paid under a retirement system.
- Any retirement benefit paid by a public retirement system of New York State, including political subdivisions, or an optional retirement program (TIAA), including any such benefit received by a retired person who is reemployed under Sections 211 or 212 of the Retirement and Social Security Law, other than those benefits provided by a tax-deferred annuity program.
- Primary Social Security benefits (100 percent) to the extent that such benefits have not been used to offset any benefits paid under a retirement system.
- Family Social Security benefits (benefits paid to your dependents because of your disability) to the extent that such benefits exceed 10 percent of your basic salary. (Refer to the *Social Security benefits* section on page 9 for more information.)

- In addition, LTD benefits payable to employees who do not have prior creditable service are offset by benefits paid from any fund, other insurance or other arrangement provided or established in accordance with any Governmental Pension, Provincial Pension, Railroad Retirement, U.S. Department of Veterans' Affairs or Marine Maintenance Law to the extent that such benefits are initiated or increased due to the same sickness or injury that resulted in IPP benefit payments.

You must notify Metropolitan

If you become disabled and qualify for LTD benefits, you are responsible for notifying Metropolitan if you received benefits from any of the sources listed on page 8 under Offsets.

Example of how offsets are applied

The following example illustrates how offsets are applied under the Plan. For purposes of this example, assume that your salary is $30,000 a year or $2,500 a month, you become disabled and your leave credits and STD benefits cover you for the first six months of disability. If you qualify for LTD benefits, but no other disability benefit, the IPP would pay you 60 percent of your covered salary or $1,500 a month. If you qualify for a monthly Social Security benefit of $780 in addition to LTD benefits, you would receive $780 from the Social Security Administration and $720 from the IPP for that same monthly total of $1,500.

Social Security benefits

You are not required to apply for Social Security benefits. However, if you do not apply, the amount of your LTD benefits will be offset by the amount of Social Security benefits Metropolitan estimates you would have received had you applied. Social Security benefits that are payable to you because of your disability offset your LTD benefits. Social Security benefits that are payable to your dependents because of your disability only offset LTD benefits by the amount in excess of 10 percent of your covered monthly salary.

Reimbursement agreement

Employees who have applied for Social Security benefits but who are awaiting a determination can receive LTD benefits in full by submitting evidence of application and by completing a reimbursement agreement that permits Metropolitan to recover appropriate Social Security payments retroactively. (Your agency will send you this form in your LTD claim packet within 12 weeks following the first date of your disability.) If you do not satisfy these two requirements, Metropolitan will estimate a Social Security award and use this amount to offset your LTD benefit. Appropriate adjustments would be made retroactively once the Social Security Administration has made a determination.

Denial of Social Security benefits

If you are denied Social Security benefits, you can appeal the denial. Metropolitan will help you in obtaining legal assistance in addition to making available to the Social Security Administration medical information supporting your appeal. You are not required to appeal.

Social Security freeze

The amount of Social Security benefits initially payable is used to offset LTD benefits. Subsequent cost-of-living increases granted by the Social Security Administration do not increase the amount offset, so your total disability income will be increased accordingly.

New York State Employees' Retirement System (ERS) benefits

If you take a service or disability retirement, your retirement allowance will be used to offset your IPP benefits.

If you choose to retire, you have several retirement options. The zero option pays the highest monthly amount but does not continue for your survivor if you die. There are other options that provide lower monthly benefits but that continue to be payable to dependents if you die. **The IPP offset is based on the actual retirement option you choose.**

Even though the IPP does not require you to retire, there are filing restrictions and other retirement incentives that may compel or require you to apply early for your retirement allowance. For example, if an employee is terminated and dies more than one year after the date of termination, no death benefit is payable. If the employee had retired, a retirement option could have been chosen that would continue benefit payments to dependents in the event of death. So to protect dependents, meet filing restrictions

and gain retiree status for group insurance purposes, it may be in your best interest to file for retirement promptly. You should contact the ERS directly if you need any information about your retirement benefits. If you are a member of a different retirement system or an optional retirement plan, contact that system or plan for retirement information.

Other IPP Provisions

Recurrent illness: Short Term Disabilities

If you become disabled, receive STD benefits and then return to work, you do not have to satisfy a new waiting period if you are disabled by the same condition within a period of less than 90 days of your return to work. You receive benefits as if the disability had been continuous—picking up right where you left off. If the disability recurs 90 days or more after the date of your return to work or if the subsequent disability results from a different condition, benefits begin following a new waiting period.

Recurrent illness: Long Term Disabilities

If you become disabled, receive LTD benefits and then return to work, you do not have to satisfy a new waiting period if you are disabled by the same condition within a period of less than six months of your return to work. If the disability recurs six months or more after your return to work or if the subsequent disability results from a different condition, benefits begin following a new waiting period.

Rehabilitation

If a disabled employee's condition can be improved by a rehabilitation program, efforts will be made by Metropolitan to initiate one. **Participation in a rehabilitation program is strictly voluntary**, but employees who desire rehabilitative employment must do so through Metropolitan's rehabilitation coordinator.

In addition to any physical, emotional and mental benefits attributable to rehabilitation, there is an income incentive for individuals who are willing and able to strive for improved health and a possible return to work. The incentive provides that only 70 percent of rehabilitation earnings are used to offset LTD benefits. This could result in increased income for the disabled employee.

Filing a Claim

How to file a claim

STD and LTD benefit payments are not automatic. Claim forms must be filled out by the claimant and the attending doctor and submitted to the Employee Benefits Division at the Department of Civil Service within 180 days of the onset of the disability. Claims submitted after that date will be considered untimely and no benefits will be paid. When filing a claim, follow the instructions carefully and fill in all requested information.

The term "doctor" means a person who is lawfully licensed as a medical doctor, chiropractor, dentist, osteopath, podiatrist, psychiatrist or psychologist, and shall include a Christian Science Practitioner. A Christian Science Practitioner is a person who is listed as a practitioner in the *Christian Science Journal* that is current at the time treatment is given.

Metropolitan reviews all claims and bases each determination on the medical information submitted by the attending doctor and the requirements of your job. If a disability appears questionable or uncertain to Metropolitan or if medical information is incomplete, Metropolitan may request additional medical information which must be provided within 180 days of Metropolitan's date of request. You may be required to be examined by a doctor at Metropolitan's expense. In the event a denial of benefits is made, you will be notified in writing that you can appeal that denial within 60 days.

When to file a claim

Notify your Personnel Office if you expect to be absent from work for more than two weeks because of illness or injury—regardless of accrued sick leave or other leave credits. Following notification, your Personnel Office will complete part of the STD claim form and then mail it to you.

At least two weeks before your sick leave credits will be exhausted, notify your Personnel Office if you wish to use other leave credits before receiving STD benefits and for how many days, or you will be deemed to have elected not to use such credits. Once your election is made, the decision is irreversible.

If you expect to be absent beyond the date on which your sick leave and optional leave credits are exhausted, complete your portion of the claim form and have your doctor complete the attending physician's statement. When the claim form is completed, send it to the New York State Department of Civil Service, Employee Benefits Division, Albany, New York 12239. The Employee Benefits Division will transmit the claim form to Metropolitan on your behalf.

Continuation of Health, Dental, Vision and Life benefits

While you are disabled, you must contact your Personnel Office if you wish to continue your health insurance coverage, for which payroll deductions are normally taken (see chart below).

CONTINUATION OF BENEFITS WHILE YOU ARE DISABLED

BENEFIT INSURANCE	SICK LEAVE	STD	LTD
Health	Eligibility continues. State (employer) contribution continues. Employee contribution through payroll deduction.	Eligibility continues. State (employer) contribution continues. Employee contribution through direct payment.*	Eligibility continues. Employee pays full cost through direct payment but may qualify for a waiver of premium for up to one year of disability.*

Your eligibility for benefits provided under the DC-37 Health and Security Plan, such as prescription drug, dental and vision, continues while you are receiving STD benefits under the IPP. If you receive LTD benefits you may continue prescription drug, dental and vision benefits with the DC-37 Health and Security Plan under COBRA provisions. (COBRA is a federal continuation of coverage law for you and your covered dependents.) COBRA continuation is not automatic. You must sign up for COBRA continuation, and you must pay the full cost of the coverage. Eligible enrollees will receive notification of their COBRA eligibility from the DC-37 Health and Security Plan.

Note: Employees who receive IPP benefits and who are also retired are treated as retirees for group insurance purposes. Contact your retirement system or plan for information.

*Contact your Personnel Office about how to continue your benefits through direct payment and how to apply for a waiver of premium.

During the STD period, you will be sent a LTD claim packet because you must file for LTD benefits separately. If you have not received a LTD claim packet within 12 weeks of the date you became disabled, contact your Personnel Office to request one.

If you expect to be absent beyond six months, complete the LTD claim form and have your doctor complete the appropriate sections and return these documents to MetLife for evaluation. Page 1 of the claim should be completed by your Health Benefits Administrator and returned to the Employee Benefits Division for processing. These forms should be submitted at least six to eight weeks prior to the date LTD benefits would begin if your claim is approved.

Claim denials

If a claim is denied in whole or in part, you will receive an explanation stating the reason for such denial and notification in writing that you can submit an appeal to Metropolitan within 60 days. If an appeal is submitted, the claim will be reviewed by another qualified claims administrator and any new medical information will be taken into account. If you appeal, you should state the reason you believe the claim was improperly denied and submit any evidence, information or comments you feel are relevant. Metropolitan will reevaluate all of the information and you will be informed of the decision in writing. For further details, refer to your *IPP Certificates* in the back of this book.

If you need assistance

Follow these guidelines and all filing instructions carefully. File claim forms in a timely manner and ask for assistance if you need it. If you have any questions, use the telephone list on page 2 or consult your Personnel Office. This will help ensure that your claim is processed without delay.

Payment of STD and LTD Benefits

STD benefits are paid on a weekly basis and LTD benefits are paid monthly. Benefits are calculated based on your covered salary at the onset of disability. Benefits are not affected by routine salary increases or salary reductions during the period of disability. Retroactive salary adjustments prior to the date of disability may affect benefits. (Contact your Personnel Office.)

Deferred compensation programs

Your participation in the New York State Deferred Compensation Program, IRA program or any similar program does not affect your STD or LTD benefits. IPP benefits are based on your gross salary before any such reductions are made.

Taxation of benefits and tax withholding

Any benefits you receive under the IPP are subject to New York State and federal income taxes.

Enrollees submitting a claim will receive forms that will enable them to request that Metropolitan withhold state and/or federal income taxes from their IPP benefit checks.

Some IPP benefits are Social Security taxable and Metropolitan will automatically withhold the employee's share from IPP benefit checks.

All withholding will be indicated on the statement that accompanies IPP benefit checks.

Group Policy

The insurance coverage described in this material is subject to the terms and conditions of the Group Policy issued to the State of New York by the Metropolitan Life Insurance Company. Should a question arise about the Plan, the provisions in that contract, not this summary, shall control. The State of New York reserves the right to change or terminate the Plan in the future.

Note: The IPP does not provide basic hospital, basic medical or major medical insurance benefits.

MetLife
Short Term Disability

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MetLife Metropolitan Life
AND AFFILIATED COMPANIES

Metropolitan Life Insurance Company

A Mutual Company Incorporated in New York State
(herein called the Insurance Company)

Group Insurance Certificate

Certifies that coverage is provided for each Employee as defined herein, subject to the terms and conditions of the Group Policy issued to the policyholder.

The date when an Employee is eligible for coverage is set forth in Eligibility for Short Term Disability Benefits.

The date when an Employee's coverage becomes effective is set forth in Effective Dates of Short Term Disability Benefits.

The amount of coverage is described in the Schedule of Short Term Disability Benefits.

Policyholder: State of New York

Group Policy No. 30303-G

Required Disclosure Statement

The insurance evidenced by this certificate provides disability income insurance only. It does **NOT** provide basic hospital, basic medical or major medical insurance as defined by the New York State Insurance Department.

Notices

This certificate is of value to you. It should be kept in a safe place.

Our home office is located at 1 Madison Avenue, New York, New York 10010-3690.

Form G.4763-3

Definition of Certain Terms Used in This Certificate

We, **us** and **our** mean Metropolitan.

You and **your** mean the Employee who is covered for Short Term Disability Benefits.

This Plan means the Group Policy or Policies that are issued by Metropolitan to provide Short Term Disability Benefits.

Employee means a person who is employed in the Executive Branch of Government of the State of New York or a person employed by the Public Employment Relations Board of the State of New York who is paid as an annual salaried DC-37 employee, who works at least half time and who is a member of a Retirement System, excluding persons in positions in the professional service of the State University of New York.

Employer means the State of New York.

Short Term Disability Benefits means the benefits provided to an Employee under this Plan.

Doctor means a person who is lawfully licensed as a medical doctor, chiropractor, dentist, osteopath, podiatrist, psychiatrist or psychologist and shall include a Christian Science Practitioner. A Christian Science Practitioner is a person who is listed as a practitioner in the *Christian Science Journal* that is current at the time treatment is given.

Full Disability or **Fully Disabled** means, as determined by Metropolitan, that you cannot do your job because of a sickness or an injury.

Sick Leave Accruals means the number of sick days provided to you under attendance rules including, but not limited to, the Attendance Rules for Employees in New York State Departments and Institutions. Upon the exhaustion of such Sick Leave Accruals, any other leave credits accrued under such attendance rules may, at the option of the Employee, be used as Sick Leave Accruals.

Prior Creditable Service means service as an officer or employee of New York State prior to October 1, 1987, during which such officer or employee was eligible to earn leave accruals without an interruption of service in excess of one year. A separation in excess of one year followed by reinstatement by the New York State Department of Civil Service or Civil Service Commission or by appointment while eligible for appointment from a preferred list shall not be deemed an interruption in service.

Retirement System means a public Retirement System of the State of New York or its political subdivisions or an optional retirement program (TIAA) established pursuant to an article contained in the Education Law of the State of New York.

Eligibility for Short Term Disability Benefits

Short Term Disability Benefits Eligibility Date

A. If you are an Employee in service on **September 30, 1987**, and you have filed an enrollment form on or before **September 30, 1987**, electing to participate in this Plan and such enrollment was deemed valid by the New York State Department of Civil Service, your Short Term Disability Benefits Eligibility Date is **October 1, 1987**. If your enrollment form was not deemed valid because you were on a leave without pay or because you were absent due to a sickness or injury and you thereafter file another enrollment form within 30 days of your return from such absence, your Short Term Disability Benefits Eligibility Date is the date that you returned from such absence.

B. If you wish to decline participation in this Plan, you may do so if you have Prior Creditable Service and your service date is prior to October 1, 1987.

   If the above criteria apply, you must notify the Employee Benefits Division of your intent to decline in writing within 30 days of your becoming an eligible Employee.

C. If you become an Employee on or after **October 1, 1987**, and you have no Prior Creditable Service, your Short Term Disability Benefits Eligibility Date is the effective date of your appointment as an Employee.

Effective Dates of Short Term Disability Benefits

Your coverage for Short Term Disability Benefits is effective on your Short Term Disability Benefits Eligibility Date if you are working as an Employee, as determined by the Employer, on that date. If you are not working as an Employee on that date, your coverage for Short Term Disability Benefits will become effective on your return to work as an Employee, as determined by the Employer.

Schedule of Short Term Disability Benefits

(Also see *Schedule Supplement* on page 17.)

SHORT TERM DISABILITY BENEFITS
WEEKLY BENEFITS FOR ALL EMPLOYEES

Gross Amount of Weekly Benefits	Waiting Period	Maximum Benefit Period
50% of your unadjusted gross weekly salary, as determined by the Employer, subject to a maximum of $961.54 per week.	14 consecutive calendar days from onset of disability or the exhaustion of all Sick Leave Accruals, whichever is later.	A period beginning 14 calendar days after the first day of Full Disability and ending 24 weeks after the period begins. (If you have accrued more than 10 days of sick leave, your maximum benefit period will be shorter.)

The Benefits payable to you will be based on your unadjusted gross weekly salary on the date you become disabled.

Schedule Supplement

1. **Refund to us for overpayment of benefits**

   If we pay Short Term Disability Benefits to you, and it is found that we paid more Short Term Disability Benefits to you than we should have paid, we will have the right to a refund from you. The amount of the refund is the difference between:

   A. The amount of Short Term Disability Benefits paid by us and

   B. The amount of Short Term Disability Benefits that should have been paid by us.

2. **Additional provisions**

   A. The benefits under this Plan do not at any time provide paid-up insurance or loan or cash values.

   B. No agent of ours has the authority to:

      (1) Accept or to waive the required notice or proof of a claim or

      (2) Extend the time within which a notice or a proof must be given to us.

Short Term Disability Benefits

1. **Coverage**

   A. We will pay Weekly Benefits while you are Fully Disabled when all the following are true:

      (1) You become Fully Disabled while you are covered for Short Term Disability Benefits

      (2) You are under and remain under the care of a Doctor while you are Fully Disabled

      (3) You are on an unpaid leave of absence

   B. For each Period of Disability, no Weekly Benefits will be paid for:

      (1) The Waiting Period or

      (2) More than the Maximum Benefit Period.

      The Waiting Period and Maximum Benefit Period are shown in the Schedule of Short Term Disability Benefits.

   C. "Period of Disability" means any one continuous period of Full Disability that is due to one or more causes. Successive periods of Full Disability due to the same or related cause or causes that are separated by less than 90 days of active work with the Employer will be considered as one continuous Period of Disability. If you become sick or injured while you are on an approved leave without pay of one continuous year or less, your period of Full Disability will be deemed to begin on the day following the date on which your leave without pay was scheduled to expire. No benefits will be payable for any Period of Disability that begins while you are on a leave without pay of more than one year's duration.

2. **Amount**

   The amount of the Weekly Benefit for any Period of Disability shall be reduced by the total of the following amounts, if any, paid to you for the same Period of Disability or any part thereof, as follows:

      (1) The amount of any disability income benefits pursuant to a plan established in accordance with Section 158 of Civil Service Law.

      (2) The amount of any benefits paid for your time lost from work under a workers' compensation or similar law, excluding any such amount used in determining benefits paid under a Retirement System.

      (3) The amount of any benefits paid by a Retirement System, including any benefits being received by a retired person who is reemployed subject to Section 211 or 212 of the Retirement and Social Security Law, other than payments made because of participation in a tax-deferred annuity program.

3. **Payment of benefits**

   When we approve your claim, the Weekly Benefits will be paid to you each week during a Period of Disability.

   Any amount of Weekly Benefits that is unpaid at the end of a Period of Disability pending receipt of proof will be paid upon receipt of such proof.

   All proof must be satisfactory to us.

   The amount of Weekly Benefits payable for any period that is less than a whole week shall be obtained by multiplying 1/7th of the Gross Amount of Weekly Benefits (specified in the Schedule of Short Term Disability Benefits) times the number of days of Full Disability in that week.

Provisions Applicable to Pregnancy

Short Term Disability Benefits will be payable for disabilities resulting from pregnancy or childbirth. The benefits will be determined on the same basis as the benefits for a sickness.

When Short Term Disability Benefits End

1. The coverage herein provided will end on:
   (a) The date indicated to us by your Employer that your coverage is not to be continued,
   (b) The end of the last period that the Employer has paid premiums to us for your coverage or
   (c) The effective date of this Plan's termination if this Plan is canceled or expires and is not renewed.

   However, your benefits will be continued for disabilities incurred on or before the date such coverage ends.
2. Payment of Short Term Disability Benefits will end upon the earlier of your return to work or completion of the Maximum Benefit Period for a Full Disability. Your coverage for Short Term Disability Benefits resumes when you return to work, as determined by the Employer.

Exclusion

Disabilities that occur after the effective date of your resignation, termination, discontinuation from service or retirement, as the case may be, are not covered.

MetLife
Long Term Disability

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Metropolitan Life Insurance Company

A Mutual Company Incorporated in New York State
(herein called the Insurance Company)

Group Insurance Certificate

Certifies that coverage is provided for each Employee as defined herein, subject to the terms and conditions of the Group policy issued to the Policyholder.

The date when an Employee is eligible for coverage is set forth in Eligibility for Long Term Disability Benefits.

The date when an Employee's coverage becomes effective is set forth in Effective Dates of Long Term Disability Benefits.

The amount of coverage is described in the Schedule of Long Term Disability Benefits.

METROPOLITAN LIFE INSURANCE COMPANY



Harry P. Kamen

Chairman, President and Chief Executive Officer

Policyholder: State of New York Group Policy No. 30304-G

Required Disclosure Statement

The insurance evidenced by this certificate provides disability income insurance only. It does **NOT** provide basic hospital, basic medical or major medical insurance as defined by the New York State Insurance Department.

Notices

This certificate is of value to you. It should be kept in a safe place.

Our Home Office is located at 1 Madison Avenue, New York, New York 10010-3690.

Form G. 9748-3

Definition of Certain Terms Used in This Certificate

We, **us** and **our** mean Metropolitan.

You and **your** mean the Employee who is covered for Long Term Disability Benefits.

This Plan means the Group Policy or Policies that are issued by us to provide Long Term Disability Benefits.

Employee means a person who is employed in the Executive Branch of Government of the State of New York or a person employed by the Public Employment Relations Board of the State of New York who is paid as an annual salaried DC-37 employee, who works at least half time and who is a member of a Retirement System, excluding persons in positions in the professional service of the State University of New York.

Employer means the State of New York.

Long Term Disability Benefits means the benefits provided to an Employee under this Plan.

Doctor means a person who is lawfully licensed as a medical doctor, chiropractor, dentist, osteopath, podiatrist, psychiatrist or psychologist and shall include a Christian Science Practitioner. A Christian Science Practitioner is a person who is listed as a practitioner in the *Christian Science Journal* that is current at the time treatment is given.

Sick Leave Accruals means the number of sick days provided to you under attendance rules including, but not limited to, the Attendance Rules for Employees in New York State Departments and Institutions. Upon the exhaustion of such Sick Leave Accruals, any other leave credits accrued under such attendance rules may, at the option of the Employee, be used as Sick Leave Accruals.

Prior Creditable Service means service as an officer or employee of New York State prior to **October 1, 1987**, during which such officer or employee was eligible to earn leave accruals without any interruption of service in excess of one year. A separation in excess of one year followed by reinstatement by the New York State Department of Civil Service or Civil Service Commission or by appointment while eligible for appointment from a preferred list shall not be deemed an interruption in service.

Retirement System means a public Retirement System of the State of New York or its political subdivisions or an optional retirement program (TIAA) established pursuant to an article contained in the Education Law of the State of New York.

Full Disability or **Fully Disabled** means, as determined by us, that you cannot perform your job because of a sickness or an injury.

Primary Benefit Period means, with respect to a Period of Disability, the period of time that starts on the day after the end of the Waiting Period and that ceases on the earlier of:

a. The day 24 months after that Waiting Period ends,

b. The day that you are no longer Fully Disabled or

c. Your Terminal Date (see page 22).

Total Disability or **Totally Disabled** means, as determined by us, that because of a sickness or an injury you cannot perform any gainful occupation for which you are qualified based on your education, your training and your experience.

Secondary Benefit Period means, with respect to a Period of Disability, the period of time, if any, that starts on the day after the end of a Primary Benefit Period and ceases on the earlier of:

a. The day that you are no longer Totally Disabled or

b. Your Terminal Date (see page 22).

Period of Disability means any one continuous period of time during which you are Fully Disabled and/or Totally Disabled for one or more causes. If you return to active work with the Employer after a Period of Disability for which Monthly Benefits have been paid under this Plan, successive Periods of Disability, due to the same or related cause or causes, that are separated by less than six months of active work with the Employer, will be considered one continuous Period of Disability.

Waiting Period means, with respect to each Period of Disability, the first six months that you are Fully Disabled or the exhaustion of all Sick Leave Accruals, whichever occurs later. If you become sick or injured while you are on an approved leave without pay of one continuous year or less, your Waiting Period will be deemed to begin on the day following the date on which your leave was scheduled to expire. If you are granted leave without pay for a period greater than one year, no Long Term Disability Benefits will be payable if you become disabled at any time during that leave without pay period.

Terminal Date means the earlier of (a) the date of your death or (b) your 65th birthday. However, if disability begins on or after your 60th birthday, you will receive the benefits as described below:

IF YOUR DISABILITY BEGINS ON OR AFTER YOUR 60TH BIRTHDAY	
Age When You Become Disabled	**Long Term Disabilities Benefits for Up to**
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

Earnings Used to Compute Gross Amount of Monthly Benefits means one-twelfth of your unadjusted gross annual salary, as determined by the Employer, otherwise payable on the date that you become disabled.

Rehabilitative Employment means a type of employment that is acceptable to us and:

(1) Is designed to rehabilitate you while you are in a Period of Disability and

(2) For which you receive wages, profit or other earned income within the meaning of the Internal Revenue Code.

Pre-existing Condition means a condition for which:

(1) Medical advice or treatment was recommended to you by a Doctor and/or received by you from a Doctor or

(2) You have taken medication prescribed by a Doctor,

and for which you were out of work because of that condition during the six-month period immediately preceding the effective date of your Long Term Disability Benefits coverage under this Plan.

For Employees who filed an enrollment form on or before September 30, 1987, electing to participate in this Plan, the six-month period immediately preceding the effective date of your Long Term Disability Benefits coverage shall be deemed to be the period April 1, 1987 to September 30, 1987.

Eligibility for Long Term Disability Benefits

Long Term Disability Benefits Eligibility Date

If you are an Employee, your Long Term Disability Benefits Eligibility Date is the later of (a) your Short Term Disability Benefits Eligibility Date or (b) the date you have six months of active New York State service credit and are a member of a Retirement System.

Effective Dates of Long Term Disability Benefits

Your coverage for Long Term Disability Benefits is effective on your Long Term Disability Benefits Eligibility Date if you are working as an Employee, as determined by your Employer, on that date. If you are not working as an Employee on that date, your coverage for Long Term Disability Benefits will become effective on your return to work as an Employee, as determined by your Employer.

Schedule of Long Term Disability Benefits

(Also see *Schedule Supplement* below.)

LONG TERM DISABILITY BENEFITS ALL EMPLOYEES	
Gross Amount of Monthly Benefits	60% of your earnings used to compute Gross Amount of Monthly Benefits, subject to a maximum monthly benefit of $5,000.

Schedule Supplement

1. **Refund to us for overpayment of benefits**

   If we pay Long Term Disability Benefits to you, and it is found that we paid more Long Term Disability Benefits to you than we should have paid, we will have the right to a refund from you. The amount of the refund is the difference between:

   (1) The amount of Long Term Disability Benefits paid by us and

   (2) The amount of Long Term Disability Benefits that should have been paid by us.

2. **Additional Provisions**

   A. The benefits under this Plan do not at any time provide paid-up insurance or loan or cash values.

   B. No agent of ours has the authority to:

      (1) Accept or to waive the required notice or proof of a claim or

      (2) Extend the time within which a notice or a proof must be given to us.

Long Term Disability Benefits

1. **Coverage**

A. We will pay Monthly Benefits during the Primary Benefit Period:

(1) If you become Fully Disabled while you are covered for Long Term Disability Benefits,

(2) While you are under the care of a Doctor for that Full Disability,

(3) While that Full Disability continues to exist and

(4) If you have not yet attained your Terminal Date.

B. We will pay Monthly Benefits during the Secondary Benefit Period:

(1) If you are Totally Disabled on the day after the end of the Primary Benefit Period,

(2) While you are under the care of a Doctor for that Total Disability,

(3) While that Total Disability continues to exist and

(4) If you have not yet attained your Terminal Date.

C. No Monthly Benefits will be paid with respect to a Full Disability and/or a Total Disability:

(1) If you do not give us satisfactory proof, when we ask for it, that such disability still exists, or

(2) That is the result of, or is caused or contributed to, by:

(i) Your injuring yourself on purpose,

(ii) A war or a warlike action in time of peace,

(iii) A riot or rioting, except if you are performing your job,

(iv) Your committing a felony,

(v) Your attempt to commit suicide or

(vi) Use of, or addiction to, one or more of the following:

(a) Alcohol

(b) Drug or drugs

unless you are being actively supervised by and receiving treatment for such use or addiction from a:

(a) Rehabilitation center or

(b) Rehabilitative program

which center or program is, in either case:

(a) Under the supervision of a licensed practitioner,

(b) For facilities in New York State, certified by the New York State Office of Addiction Services and Support and

(c) In other states, accredited by the Joint Commission on Accreditation of Hospitals as an alcoholism or drug use treatment program, or

(3) For any period of time during which you are engaged in any employment for which you receive wage or profit, except the first 24 months of Rehabilitative Employment or

(4) That is caused by a Pre-existing Condition and that starts within the first 12 months you are covered by this Plan.

2. **Amount**

A. The amount of Monthly Benefits will be based on the Gross Amount of Monthly Benefits for which you are covered under this Plan when your Period of Disability starts. The Gross Amount of Monthly Benefits is shown in the Schedule of Long Term Disability Benefits (see page 24).

The actual amount of each Monthly Benefit for a Period of Disability, or any part thereof, is the Gross Amount of Monthly Benefits reduced by the amounts, if any, set forth in the following Part B.

B. The Gross Amount of Monthly Benefits for a Period of Disability, or any part thereof, will be reduced by the total of the following amounts, if any, for the same Period of Disability or any part thereof:

(1) The amounts which are actually paid from the sources in the Table below and

(2) 70 percent of your Rehabilitation Earnings.

If Monthly Benefits are payable for a part of a month, the Gross Amount of Monthly Benefits and the reductions shown in this Part B will be determined on a proportionate basis.

AMOUNTS FROM SOURCES THAT SHALL REDUCE THE AMOUNT OF YOUR GROSS MONTHLY BENEFIT

(ALSO SEE PART D OF THIS SECTION.)

(1) The amount of any disability income benefits that are received from a plan established in accordance with Section 158 of Civil Service Law.

(2) The amount of any benefits paid for your time lost from work under a Workers' Compensation Law or similar law, excluding any such amount used in determining benefits paid under a Retirement System.

(3) The amount of any benefits paid by a Retirement System, including any benefits being received by a retired person who is reemployed subject to Section 211 or 212 of the Retirement and Social Security Law, other than payments made because of participation in a tax-deferred annuity program.

(4) The amount of benefits provided under the Federal Social Security Act for which you are entitled to apply by reason of your disability or your age, excluding any such amount used in determining benefits paid under a Retirement System. (Also see Part C of this section.)

(5) The amount of benefits provided under the Federal Social Security Act for which any other person is entitled to apply by reason of your disability or your age, but only to the extent that such benefits exceed 10 percent of your Earnings Used to Compute Gross Amount of Monthly Benefits.

(6) If you have no Prior Creditable Service: The amount of disability or pension benefits paid from any fund, other insurance or other arrangement provided or established in conformity with any Governmental Pension, Provincial Pension, Railroad Retirement, Veteran's Administration or Marine Maintenance law, to the extent that such benefits are initiated or increased due to the same sickness or injury that caused the Period of Disability.

Any increase in the amounts described in items (4) or (6) that become effective after the first day that Monthly Benefits are payable in a Period of Disability will not act to reduce the Monthly Benefits payable for that Period of Disability.

C. We reserve the right to reduce your Monthly Benefit by estimating Social Security benefits. However, if:

(1) We receive proof that you have applied for Social Security benefits and

(2) You have completed and signed the Long Term Disability Benefits Reimbursement Agreement, explained below,

then Monthly Benefits will not be reduced by an estimate of Social Security benefits.

The Long Term Disability Benefits Reimbursement Agreement confirms that:

(1) You will repay all overpayments and

(2) You will provide us with information on awards from the Social Security Administration.

When you do receive approval or final denial of your claim from the Social Security Administration:

(1) Your Monthly Benefit will be adjusted and

(2) You must promptly refund to us an amount equal to all overpayments.

If you do not promptly make such refund to us, we may, at our option, reduce or offset against any future benefits payable to you.

D. Changes in the Amount of Monthly Benefits because of Retroactive Awards, Settlements, Compromises or Other Determinations.

You must give us prompt notice and also submit appropriate written proof to us of:

(1) An award,

(2) A settlement,

(3) A compromise or

(4) Any other determination

that results or will result in payment or change in payment with respect to any amounts that are derived from a source listed in the table on page 26 of this section.

When we receive any such notice and proof or otherwise learn of such award, settlement, compromise or determination, we will compute:

(1) The amount of your future Monthly Benefits in accordance with the provisions of this section and

(2) The amount of Adjusted Monthly Benefits, if any, for any period that Monthly Benefits have already been paid or credited to you before the date that we receive such notice and proof or otherwise learn of such award, settlement, compromise or determination.

The amount of the Adjusted Monthly Benefits for any period is the difference between:

(1) The amount of Monthly Benefits that have already been paid or credited to you for that period and

(2) Any amounts by which such Monthly Benefits would have been reduced as a result of such award, settlement, compromise or determination had it been made and had we known of it before we computed the amount of Monthly Benefits for that period.

If the amount of the Adjusted Monthly Benefits for any period is less than the amount of Monthly Benefits that have already been paid or credited to you for that same period, then, when you receive notice from us, you must promptly refund to us an amount equal to the difference in such amounts.

If you do not promptly make any such refund to us, we may, in addition to any other rights we may have, reduce the amount of any future benefits that are payable under this Plan by an amount equal to the amount of such refund.

3. **Payment of benefits**

When we approve your claim, the Monthly Benefit will be paid to you retroactive to the first day of your entitlement to such Monthly Benefit. The Monthly Benefit for a full month or part thereof shall become payable on the last day of that calendar month.

Any amount of Monthly Benefit that is unpaid at the end of a Period of Disability pending receipt of proof will be paid upon receipt of such proof.

The amount of Monthly Benefit payable for any period that is less than a whole calendar month shall be obtained by multiplying the Daily Amount times the number of days that you are Fully or Totally Disabled in that calendar month.

The Daily Amount for each day of a calendar month is obtained by dividing the Monthly Benefit by the number of days in that calendar month.

Provisions Applicable to Pregnancy

Long Term Disability Benefits will be payable for disabilities resulting from pregnancy or childbirth. The benefits will be determined on the same basis as the benefits for a sickness (see *Short Term Disability Benefits,* page 17).

When Long Term Disability Benefits End

1. The coverage herein provided will end on:
   (a) The date indicated to us by your Employer that your coverage is not to be continued,
   (b) The end of the last period that the Employer has paid premiums to us for your coverage or
   (c) The effective date of this Plan's termination if this Plan is canceled or expires and is not renewed.

   However, benefits will be continued for disabilities incurred on or before the date such coverage ends.
2. Payment of Long Term Disability Benefits will end upon the earliest of:
   (a) Your return to work,
   (b) Completion of the Primary Benefit Period for a Full Disability or the Secondary Benefit Period for a Total Disability (see page 21) or
   (c) Your Terminal Date.

   Your coverage for Long Term Disability Benefits resumes when you return to work, as determined by the Employer.
3. If you develop a different disability while you are absent because of an earlier disability, your right to file under this Plan for that disability will not be impaired.

Exclusion

Disabilities that occur after the effective date of your resignation, termination, discontinuation from service or retirement, as the case may be, are not covered.

Notes

Notes

NEW YORK STATE | NYSHIP
New York State
Health Insurance Program

DC-37 IPP – April 2023

New York State Department of Civil Service, Employee Benefits Division, Albany, NY 12239 • www.cs.ny.gov

It is the policy of the New York State Department of Civil Service to provide reasonable accommodation to ensure effective communication of information in benefits publications to individuals with disabilities. These publications are also available on the Department of Civil Service website (www.cs.ny.gov). Click on Benefit Programs then NYSHIP Online for timely information that meets universal accessibility standards adopted by New York State for NYS Agency websites. If you need an auxiliary aid or service to make benefits information available to you, please contact your Health Benefits Administrator. COBRA and Young Adult Option Enrollees, contact the Employee Benefits Division.

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