

*Your Summary Plan Description*

**Updated July 2008**



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**Please note this is just a summary of your plan. For additional details please see the Plan Contract for each benefit. Thank you.**

## PROGRAM OVERVIEW

### *Your State of Delaware Benefits*

The State of Delaware provides you with the opportunity to elect medical coverage (including Medco prescription coverage) and enroll in health care and dependent care flexible spending accounts, group life insurance, blood bank and supplemental benefits. For complete information on the State Benefit Plans available to you, refer to the Open Enrollment Booklet mailed to your home address during Open Enrollment or included in your New Hire Packet or the State's website at [www.ben.omb.delaware.gov](http://www.ben.omb.delaware.gov). You can also link to the State's Benefits Website through your District's Benefits Website at [www.schooldistrictbenefits.com/brandywine](http://www.schooldistrictbenefits.com/brandywine).

### *Your School District Benefits*

Please review the following chart, which lists the plans offered by the School District and the vendors that provide these benefits:

Plan	Carrier
Prescription Drug Coverage	Aetna
Dental	MetLife
Vision Care	Vision Benefits of America
Life and AD&D Insurance	Reliance Standard
Disability Income Protection	Hartford

## Eligibility

### *Eligibility Under Your State of Delaware Plans*

You are eligible for coverage under the State plans if you are a(n):

- **Permanent full-time employee** (regularly scheduled to work 30 or more hours per week or 130 or more hours per month)
- **Elected or appointed official**
- **Permanent part-time employee** (regularly scheduled to work less than 130 hours per month)
- **Pensioner** receiving or eligible to receive a pension from the State

### *Eligibility Under Your School District Plans*

Full-time and part-time employees are eligible for coverage under the plans based on negotiated contract.

- For **dental, prescription drug and vision care benefits**, you are eligible on the first of the month on or after your date of hire.
- For life and accidental death and dismemberment (AD&D) and long-term disability (LTD) benefits, you are eligible on your date of hire. If you are absent from work because of an illness or injury on the day your insurance becomes

effective, coverage will not begin until the day you return to work. For LTD coverage, pre-existing exclusions may apply.

## **Dependent Coverage**

### ***Dependent Coverage Under Your State and District Benefit Plans***

- Coverage for a dependent child will end the earlier of the following:
  - December 31<sup>st</sup> of the year in which he or she reaches age 21. If a full-time student, coverage will end on the earlier of the following: (1) the end of the month in which dependent child is no longer a full-time student, or (2) the end of the month in which the dependent child attains age 24.
  - The last day of the month in which the child marries;
  - The date of the child ceases to be dependent on you or your spouse for at least 50% support per Sections 2.01 ©, (d) of the State Employee Benefits Committee Group Health Insurance rules.
- District prescription coverage for dependent children continues through June 30<sup>th</sup> of the year in which age 19 is reached.
- If you enroll in the Blood Bank program, you or anyone covered by your membership are eligible.
- You may elect coverage for your dependents with the State Group Life Insurance Plan.

## **Enrollment**

To elect coverage you must complete an enrollment form within 30 days of the date you are first eligible. If you do not enroll within 30 days, you may need to submit evidence of good health to elect life and accidental death and dismemberment coverage during a later enrollment period.

## **Changing Your Benefits (Life Events)**

Once you have made your benefit selections no changes will be permitted unless you experience a life event including but not limited to one of the following:

- You experience a change in employment status
- You experience a change in marital status
- You have a child, or adopt a child
- Your dependent changes his/her status
- Your spouse experiences a change in employment status resulting in loss in coverage or your spouse's benefits are terminated

If you experience one of these life events, you will have 30 days to make changes to your benefits. If you fail to contact the Employee Benefits Office within 30 days of the event, you will have to wait until the next open enrollment period.

## **Your Flex Credits Benefit/Benefits Costs**

As a School District Employee you receive two local flex credits:

- The first flex credit (OptnFlexCr) may be used for the State's medical plan only
- The second flex credit (ProgFlexCr) may be used for **District** benefits: dental, prescription drug, vision care, and life and AD&D coverage

The second flex credit may also be used for any excess health plan costs not covered by the first flex credit.

The amounts of your flex credits are in accordance with the current negotiated contract or are based on special Board action.

For all employees, when you select your benefits, if the cost of your benefits exceeds your flex credits, you will have to pay the excess through your payroll deductions.

For employees whose spouse is also employed by the School District, when you select your benefits, you are limited to your own flex credit benefits amounts. Because the cost for family dental is the most expensive benefit you should consider having one spouse elect employee coverage and the other spouse elect employee and children coverage.

## **YOUR SCHOOL DISTRICT BENEFITS**

### **Your School District Dental Plan**

Routine professional dental care is an important part of your family's health care. The School District's Dental Plan offers three choices of dental coverage through MetLife. All three cover a variety of preventive, basic and major services.

These choices allow you to choose a plan that best meets your family's needs. The plan options differ in the level of coverage they provide and the amount you pay for each option. Your choices include:

- Plan A: High Option
- Plan B: Moderate Option
- Plan C: Basic Option

### ***Plan A: High Option***

Plan A offers the highest level of dental coverage. This plan stresses preventive care to help you and your family avoid serious dental problems. The plan pays 100% of the covered cost (reasonable and customary charges) of preventive and basic services. It also pays 80% of the covered cost (reasonable and customary charges) of major services and orthodontia care. The maximum benefit you can receive under this plan each year is \$2,000 per person. Orthodontia care carries a separate \$2,000 per person lifetime maximum.

Plan A also includes a Preferred Provider Organization (PPO) feature, which gives you the option of receiving care from PPO participating dental care providers and paying less out-of-pocket.

Participating dentists agree to charge negotiated rates. These rates are typically lower than the rates charged by non-participating dentists. This means that when you visit a participating dentist, your out-of-pocket costs may be less. Remember, when you visit a non-participating dentist, you are responsible for a percentage of the reasonable and customary charges. In addition, you pay any amount above the reasonable and customary limit. Here's an example of how you might save money using a participating dentist compared to a non-participating dentist.

### **HERE'S AN EXAMPLE**

Let's assume you need a major procedure that's covered at 80%:

	<b>Participating Dentist</b>	<b>Non-participating Dentist</b>
Provider's Regular Fee	\$600	\$600
Negotiated Fee	\$375	N/A
Reasonable & Customary Limit	N/A	\$500
Plan Pays	80% of \$375 = \$300	80% of \$500 = \$400
You Pay	20% of \$375 = \$75	\$200 (\$600-\$400 = \$200)
<b>Savings obtained by using a participating provider: \$125</b>		

**NOTE:** This chart is for illustrative purposes only. To locate a participating provider in your area, visit [www.metlife.com/dental](http://www.metlife.com/dental) or call 1-800-942-0854 to request a provider directory.

### ***Plan B: Moderate Option***

Plan B offers a moderate level of dental coverage. This plan stresses preventive care to help you and your family avoid serious dental problems. The plan pays 100% of the covered cost (reasonable and customary charges) of preventive services. It also pays 80% of the covered cost (reasonable and customary charges) of basic restorative services, and 50% of major services and orthodontia care. The maximum benefit you can receive under this plan each year is \$1,500 per person in-network, or \$1,000 out of network. Orthodontia carries a separate \$1,500 lifetime maximum in-network.

Plan B also includes a Preferred Provider Organization (PPO) feature, which gives you the option of receiving care from PPO participating dental care providers and paying less out-of-pocket.

Participating dentists agree to charge negotiated rates. These rates are typically lower than the rates charged by non-participating dentists. This means that when you visit a participating dentist, your out-of-pocket costs may be less. Here's an example of how you might save money using a participating dentist compared to a non-participating dentist.

### **HERE'S AN EXAMPLE**

Let's assume you need a major procedure that's covered at 50%:

	<b>Participating Dentist</b>	<b>Non-participating Dentist</b>
Provider's Regular Fee	\$600	\$600
Negotiated Fee	\$375	N/A
Reasonable & Customary Limit	N/A	\$500
Plan Pays	50% of \$375 = \$187.50	50% of \$500= \$250
You Pay	50% of \$375 = \$187.50	\$350(\$600-\$250 = \$350)
<b>Savings obtained by using a participating provider: \$162.50</b>		

**NOTE:** This chart is for illustrative purposes only. To locate a participating provider in your area, visit [www.metlife.com/dental](http://www.metlife.com/dental) or call 1-800-942-0854 to request a provider directory.

### ***Plan C: Basic Option***

Plan C provides you and your family with a basic level of dental coverage. Like the other two plans, Plan C covers ongoing preventive and basic care, as well as benefits for major services such as dentures and crowns. However, Plan C pays only 50% of the covered cost (reasonable and customary charges) for preventative, basic and major services after a deductible has been met. There is no orthodontia benefit in this plan.

A deductible of \$25 per person and \$50 per family must be met before the plan pays any benefits. If your actual charges exceed the amount payable under the plan, you pay the difference. The maximum benefit you can receive each year under this plan is \$1,500 per person. Orthodontia carries a separate \$1,500 lifetime maximum.

## *Dental Plans Summary*

### **Plan Option A Benefit Summary:**

<b>Coverage Type:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Type A - Preventive	100% of PDP Fee*	100% of R&C Fee**
Type B - Basic Restorative	100% of PDP Fee*	100% of R&C Fee**
Type C - Major Restorative	80% of PDP Fee*	80% of R&C Fee**
Type D - Orthodontia	80% of PDP Fee*	80% of R&C Fee**
<b>Deductible***</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Individual	None	None
Family	None	None
<b>Annual Maximum Benefit:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Per Person	\$2,000	\$2,000
<b>Orthodontia Lifetime Maximum:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Per Person	\$2,000	\$2,000

- \* PDP Fee refers to the fees that participating PDP dentists have agreed to accept as payment in full.
- \*\* Reasonable & Customary charges are based on the research of a dentist's usual, actual & community average charge as determined by MetLife.

### **Plan Option B Benefit Summary:**

<b>Coverage Type:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Type A - Preventive	100% of PDP Fee*	100% of R&C Fee**
Type B - Basic Restorative	80% of PDP Fee*	80% of R&C Fee**
Type C - Major Restorative	50% of PDP Fee*	50% of R&C Fee**
Type D - Orthodontia	50% of PDP Fee*	50% of R&C Fee**
<b>Deductible***</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Individual	\$25	\$25
Family	\$50	\$50
<b>Annual Maximum Benefit:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Per Person	\$1,500	\$1,000
<b>Orthodontia Lifetime Maximum:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Per Person	\$1,500	\$1,000

- \* PDP Fee refers to the fees that participating PDP dentists have agreed to accept as payment in full.
- \*\* Reasonable & Customary charges are based on the research of a dentist's usual, actual & community average charge as determined by MetLife.
- \*\*\* Applies only to Type B & C Services.



**Plan Option C Benefit Summary:**

<b>Coverage Type:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Type A - Preventive	50% of PDP Fee*	50% of R&C Fee**
Type B - Basic Restorative	50% of PDP Fee*	50% of R&C Fee**
Type C - Major Restorative	50% of PDP Fee*	50% of R&C Fee**
<b>Deductible***</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Individual	\$25	\$25
Family	\$50	\$50
<b>Annual Maximum Benefit:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Per Person	\$1,500	\$1,500

PDP Fee refers to the fees that participating PDP dentists have agreed to accept as payment in full.

\*\* Reasonable & Customary charges are based on the research of a dentist's usual, actual & community average charge as determined by MetLife.

\*\*\* Applies only to Type B & C Services.

***What is Covered***

The plans pay for many of the preventive, basic and major services you and your family receive. The following services are covered under each of the three plans.

<b>Type A - Preventive</b>	<b>How Many/How Often:</b>
Prophylaxis (cleanings)	Two per calendar year.
Oral Examinations	Two exams per calendar year.
Topical Fluoride Applications	One fluoride treatment per calendar year for dependent children up to 18th birthday.
X-rays	Full mouth X-rays: one every 36 months. Bitewing X-rays: two sets per calendar year.
Sealants	One application of sealant material every 5 years for each non-restored, non-decayed 1st and 2nd molar of a dependent child up to 19th birthday.

<b>Type B - Basic Restorative</b>	<b>How Many/How Often:</b>
Fillings	When dentally necessary in connection with oral surgery, extractions or other covered dental services.
Simple Extractions	
Crown, Denture, and Bridge Repair	
Oral Surgery	
Endodontics	
General Anesthesia	
Periodontics	
Space Maintainers	

Type C - Major Restorative	How Many/How Often:
Bridges and Dentures	Initial placement to replace one or more natural teeth, which are lost while covered by the Plan. Dentures and bridgework replacement: one every 5 years. Replacement of an existing temporary full denture if the temporary denture cannot be repaired and the permanent denture is installed within 12 months after the temporary denture was installed.
Crowns/Inlays/Onlays	Replacement: once every 5 years.

Type D - Orthodontia
<ul style="list-style-type: none"> <li>• Adult and dependent orthodontia covered.</li> <li>• All dental procedures performed in connection with orthodontic treatment are payable as Orthodontia.</li> <li>• Payments are on a repetitive basis.</li> <li>• Benefit for initial placement of the appliance will be made representing 20% of the total benefit.</li> <li>• Orthodontic benefits end at cancellation of coverage.</li> </ul>

***What is Not Covered***

It is important to understand what your plan covers and how much of your benefits it will pay. Advance claim review helps you understand what your copayment will be and any other cost for which you may be responsible.

The following is a list of exclusions and limitations under your dental plan. Please refer to the actual plan documents or contact MetLife at 1-800-942-0854 for more details on limitations and exclusions:

- Services that are not considered reasonable and customary
- Services not performed by a dentist, with the exception of licensed dental hygienists and routine x-rays
- Services performed by or for the government unless payment of the charge is required by law
- Services that would have been covered by the government, except for Medicaid
- Replacement or modification of dentures, bridges, crowns, or gold restoration within five years of installation
- Dentures or bridges that replace natural teeth when the teeth were missing before you were covered. This does not apply if the denture or bridge also replaces a natural tooth that was removed while you are covered and was not an abutment to a partial denture or bridge installed in the last five years.
- Appliances, services, or supplies ordered while you were not covered
- Cosmetic services including crown facing or the facing of artificial teeth behind the second bicuspid, except for certain eligible expenses. Eligible expenses include cosmetic services needed as a result of accidental injuries suffered while you are covered.
- Appliances, restorations, or procedures needed to alter vertical dimensions, restore biting, or correct attrition or abrasion

- Replacement of lost or stolen dental appliances
- Injuries or diseases covered by workers' compensation or other occupational laws
- Charges for treatment that is deemed not medically necessary
- Any charge above the co-payment percentage based on reasonable and customary charges. Where benefits are based on a schedule, the dental plans do not pay any amount that exceeds the scheduled benefits.

***Orthodontia***

Orthodontia benefits for you and your eligible family members are covered under Plan A and Plan B. These plans provide benefits for the following:

- Services or supplies provided for an orthodontia procedure during the term of treatment
- Active appliances inserted while covered under the plan
- Services that correct overbites, overjets, faulty alignment, or crossbites
- Services your dentist submitted for pre-approval with the insurance company and were approved

***When Coverage Ends***

Your coverage generally ends on the earliest of the:

- Last day of the month in which your employment ends
- Date you are no longer eligible for benefits
- Last day of the period for which you have made the required contributions
- Date coverage is cancelled

Coverage for your family generally ends when your coverage ends or when a dependent is no longer eligible.

**Continuation of Coverage**

In certain circumstances, you may continue dental coverage for yourself and your family when your coverage ends.

**Coordination of Benefits**

If you have dental coverage through your spouse's employer or another source, and have coverage through the School District's plan, a provision known as Coordination of Benefits may reduce your benefit under the School District's plan so your combined benefits will not be more than the expense recognized by both plans. It is important that you understand the Coordination of Benefits guidelines that determine which of your plans pay benefits first.

### Appealing a Claim

For dental benefits, if your claim is denied in whole or part, you will be notified in writing. The notification will include the reasons for the denial and any additional information required if you want to appeal. Learn when and how to appeal your claim on page 47.

### *Glossary*

The following explanations will help you understand how the dental plans work.

**Annual Benefit Maximum.** For each plan year, each plan pays a maximum dollar amount toward your covered dental expenses. Once your dental benefits reach this dollar maximum, you are not eligible for dental benefits until the beginning of the next plan year.

**Copayment.** After the plan pays a percentage of the reasonable and customary fee for dental services the remaining cost is your co-payment. For example, if the plan pays 80% of a basic or major service, the remaining 20% is your co-payment. Keep in mind the actual charges may be greater than what the insurance company defines as a reasonable and customary charge. If so, you are responsible for payment of any amounts over the reasonable and customary limits.

**Deductible.** This is the amount that you and your family must pay for covered basic and major services before the plan will pay any benefits under Plans B and C.

**Dentist.** For the purposes of these plans a dentist must be licensed and acting within the scope of his/her profession. Any other doctor or professional providing dental services must also operate within the scope of services he/she is licensed to perform.

**Participating Dentist.** A dentist who is a member of the MetLife network. Keep in mind you receive a higher level of benefits by coordinating your care through a dentist who is in the network. To obtain a directory of participating dentist, call MetLife at 1-800-942-0854 or visit [www.metlife.com/dental](http://www.metlife.com/dental).

**Reasonable and Customary (R&C).** The plans only pay for charges that are within reasonable and customary limits. This is an amount generally charged for similar services within your geographic area. If the fee is higher than the reasonable and customary charge, you are responsible for the remaining percentage of the charge (your co-payment), as well as the charges above the reasonable and customary limit.

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## **Your School District Prescription Drug Plan**

Prescription drug benefits are a valuable part of your coverage and are designed to help you obtain prescriptions at reduced out-of-pocket costs. The Prescription Drug Plan is offered through Aetna. The Aetna Prescription Drug Plan supplements the prescription drug benefits available through the State's medical plans. You may elect coverage under this plan even if you do not elect coverage under the School District's Medical Plan.

The Prescription Drug Plan has two components:

- Prescription Card Program for medications that treat acute illness or injuries
- Mail Service Program for maintenance medications – medications you take on a long-term basis.

### ***Prescription Card Program***

The prescription card program is best utilized when your doctor prescribes medication for treatment of a short-term (acute) illness or injury. In this case, you can have your prescription filled at any pharmacy that participates in the Aetna program. (Most national drug store chains as well as many independent pharmacies are members of the program.)

When you have a prescription filled, you pay \$5 per prescription for generic drugs and \$10 per prescription for brand name drugs. Your benefit maximum under the prescription card program is a supply of 34 days for acute care drugs, and 100 units for drugs to treat a chronic condition.

The maximum annual benefit you may receive is \$1,500 for each covered family member up to a \$10,000 maximum per family. For example, a family of three would be covered for up to \$6,000, while a family of twelve will be covered for up to only \$10,000.

### ***Mail Service Program***

The Aetna mail service program is best utilized for medication taken on an ongoing basis if you have a chronic condition. For example, the mail service program works well for people who use maintenance drugs for conditions such as diabetes, arthritis, ulcers, high blood pressure or heart conditions. With the mail service program, you pay \$5 per prescription for generic drugs and \$10 for brand name drugs up to the greater of 100 units or a 90-day supply.

To purchase prescription drugs through the mail service program, you will need to complete an order form and patient profile (for your first order only).

It is your responsibility to keep your pharmacy and mail order receipts and to know whether or not you have reached the annual benefit maximum.

### ***What is Not Covered***

Your prescription drug benefit generally covers any medical substance that can be dispensed only by a prescription (including injectable insulin). Your prescription drug benefit does not cover:

- Drugs dispensed by a hospital, nursing home, clinic, ambulatory surgical center or other institution while you or your covered family members are being treated in that institution.
- Charges to administer prescription drugs
- Devices used to administer prescription drugs (such as hypodermic needles, syringes or support garments).
- Infertility drugs
- Refills in excess of your doctor's specified number
- Immunization agents, biological sera, blood or blood plasma\
- Experimental and certain biotech drugs
- Prescriptions over one year old (or less than one year if covered by law)

### ***When Coverage Ends***

Your prescription drug coverage generally ends on the earliest of the:

- Last day of the month in which your employment ends
- Date you are no longer eligible for benefits
- Last day of the period for which you have made the required contributions
- Date coverage is cancelled

Coverage for your family generally ends when your coverage ends or when a dependent is no longer eligible.

#### **Continuation of Coverage**

In certain circumstances you may continue prescription drug coverage for yourself and your family when your coverage ends.

#### **Coordination of Benefits**

If you have prescription drug coverage through the State or another source, and have coverage through the School District's plan, you need to understand how both plans compare to each other to minimize the amount that you pay. It is important that you understand the Coordination of Benefits guidelines that determine which of your plans pays greater.

#### **Appealing a Claim**

For prescription drug benefits, if your claim is denied in whole or part, you will be notified in writing. The notification will include the reasons for the denial and any additional information required if you want to appeal your claim.

## Your School District Vision Plan

The Vision Care Plan is administered by Vision Benefits of America (VBA). If you enroll in the plan, you may choose to receive care from a VBA-participating provider and receive a higher level of benefits, including 100% coverage for a vision exam and lenses. Alternatively, you may choose to receive care from a non-participating provider and have treatment reimbursed at a reduced level.

### *How the Vision Care Plan Works*

Each time you or a covered spouse or dependent needs vision care, you must verify that you are eligible for services. You can either contact VBA's Customer Service Dept. at 800-432-4966 or visit VBA's website at [www.visionbenefits.com](http://www.visionbenefits.com). You can request a benefit form be mailed to your home address or, if your VBA doctor will accept an electronic authorization, you can ask them to obtain one on your behalf. To find out which doctors accept the electronic authorizations, call VBA or log on to their website. You must present the mailed form to your provider on your first visit.

### *What is Covered*

Whether or not you choose a VBA-participating provider, vision care benefits includes a vision exam, standard lenses and a pair of frames once every 12 months. You and your covered spouse and dependents are eligible for the following benefits:

<b>Benefit</b>	<b>Frequency</b>	<b>VBA Participating Provider</b>	<b>Non-Participating Provider</b>
Vision Exam	Once every 12 months	Covered 100%	\$35 Maximum Reimbursement
<b>Clear Standard Lenses</b>			
Single Vision	Once every 12 months	Covered 100%	\$40 Maximum Reimbursement
Bifocal		Covered 100%	\$50 Maximum Reimbursement
Blended "No Line" Bifocals		Covered 100%	\$50 Maximum Reimbursement
Trifocal		Covered 100%	\$75 Maximum Reimbursement
Lenticular		Covered 100%	\$100 Maximum Reimbursement
Progressive Multifocal		Covered 100%	\$75 Maximum Reimbursement
Polycarbonate Lenses		Covered 100%	Not covered

Tints/UV Protective/ Scratch Resistant Coatings		Covered 100%	Not covered
A/R coatings			
High Index Lenses			
Photocromic Lenses			
Frames	Once every 12 months	Covered 100% up to \$80 wholesale allowance (approximately \$160 to \$200 retail)	\$60 Maximum Reimbursement

**NOTE:** When you use a VBA provider, you must present a VBA benefit form on your first visit.

\*The UCR (usual,customary and reasonable) fee is charged by other providers in a specific geographic area.

### **Contact Lenses Selected in lieu of glasses**

Contacts and a contact lens exam are reimbursed up to a combined maximum of \$190.

### **Contacts - Medically Required**

VBA will pay 100% of the UCR fee\* if you use a VBA-participating provider and \$250 if you use a non-participating provider.

### **Additional Vision Care Benefits**

The following options are supplementary cosmetic benefits available through the Vision Care Plan for an additional cost. All fees for additional benefits are set by VBA.

- Rimless frames
- Lamination of a lens or lenses
- Contact lenses or frames in excess of what is covered by the plan

*Call VBA's Customer Service Department at 1-800-432-4966 or visit the VBA Web site for information about these benefits.*

### ***What is Not Covered***

Your vision care benefit does not cover the following:

- Orthoptics or vision training
- Two pair of glasses in lieu of bifocals
- Services or materials provided as a result of any Workers' Compensation Law (or similar legislation)
- Replacement of lost or broken lenses or frames provided under this plan other than the normal intervals when services are otherwise available
- Non-prescription lenses
- Medical or surgical treatment of the eyes
- Any eye examination, or corrective eyewear, required by an employer as a condition of employment
- Glasses and contact lenses during the same eligibility period (once in 12 months)

If you use a VBA-participating provider, but do not provide the VBA benefit form on



your first visit, your vision care services may not be covered under VBA's higher level of benefits for using network providers. In this instance, the VBA-participating provider may elect to charge his or her UCR fees.\*

\* The UCR (usual, customary and reasonable) fee is charged by other providers in a specific geographic area.

### ***When Coverage Ends***

Your coverage generally ends on the earliest of the:

- Date your employment ends
- Date you are no longer eligible for benefits
- Last day of the period for which you have made the required contributions
- Date coverage is cancelled

Coverage for your family generally ends when your coverage ends.

### **Continuation of Coverage**

In certain circumstances, you may continue vision coverage for yourself and your family when your coverage ends.

### **Appealing a Claim**

For vision coverage benefits, if your claim is denied in whole or part, you will be notified in writing. The notification will include the reasons for the denial and any additional information required if you want to appeal. Learn when and how to appeal your claim on page 47.

## **Your School District Life and AD&D Insurance Plan**

The Life and Accidental Death and Dismemberment (AD&D) Insurance Plan provides valuable benefits for you and your family if you become seriously injured or die while you are insured.

Recognizing that benefits needs can change, the School District has included several options in your life and accident insurance coverage to protect your family from financial hardship. One option offers you the ability to continue your coverage if you become totally disabled. You may also elect to receive part of your life insurance coverage while you are still living if you become terminally ill. In addition, under certain conditions, you may convert your life insurance to an individual policy if you leave the School District.

### ***Life Insurance Benefits***

A life insurance benefit is paid to your beneficiary in the event you die while you are insured. Your life insurance benefit depends on your age and is equal to the amount shown on the following table up to a maximum of \$350,000.

Age	Benefit*
Up to age 65	Two times your annual earnings
Age 65-69	One times your annual earnings
Age 70-74	Half of your annual earnings
Age 75+	\$5,000

\*The amount of your life insurance benefit is rounded up to the next \$500.

In all cases, the minimum benefit your beneficiary will receive is \$5,000, unless you have collected under the accelerated death benefit and only the balance is paid to the beneficiary.

### ***Accidental Death and Dismemberment (AD&D) Benefits***

AD&D coverage pays the benefits to your beneficiary for the loss of your life or to you for the loss of your sight, hand, foot, hearing or speech as the result of an accident. AD&D benefits are in addition to your life insurance through the School District. Benefits are paid only if you are insured at the time of the loss, the loss is within 90 days of the accident that caused it, and the loss is directly from the accident and from no other cause.

The following table shows the AD&D benefit amounts for each specific type of loss:

Type of Loss	Amount of Benefit*	Benefit Recipient
Life	100% of your life insurance benefit	Your beneficiary
Both hands, both feet, or sight in both eyes	100% of your life insurance benefit	You
Both hearing and speech	100% of your life insurance benefit	You
Hearing or speech	50% of your life insurance benefit	You
One hand, one foot, or sight in one eye	50% of your life insurance benefit	You
Thumb and index finger of the same hand	25% of your life insurance benefit	You

\*The maximum AD&D benefit payable for all losses resulting from a single accident is the full amount of your life insurance benefit depending on your age at the time of loss.

### **WHAT IS NOT COVERED BY AD&D INSURANCE**

This coverage is for losses caused by accidents. No benefits are payable for a loss caused or contributed to by:

- (1) to which sickness, disease, or myocardial infarction, including medical or surgical treatment thereof, is a contributing factor; or

- (2) caused by suicide, or intentionally self-inflicted injuries; or
- (3) caused by or resulting from war or any act of war, declared or undeclared; or
- (4) caused by an accident that occurs while in the armed forces of any country, except as shown under the Reserve- National Guard Benefit (any premium paid to us for any period not covered by this Policy while the Insured is in such service will be returned pro rata);  
or
- (5) caused by or resulting from riding in, getting into or out of any aircraft, unless:
  - (a) the Insured Person is a passenger (not a pilot or crew member) in a tested and approved civilian aircraft being operated as passenger transport in compliance with the then current rules of the authority having jurisdiction over its operation; and
  - (b) the aircraft is not owned, leased or operated by or on behalf of you, the Insured Person or any other employer of the Insured Person, unless a specific written agreement has been obtained from us; or
- (6) sustained during the Insured Person's commission or attempted commission of an assault or felony.

### ***Beneficiaries/Payment of Benefits***

When you enroll for coverage, you will be asked to complete a form naming your beneficiary. You may name any person(s), trust, estate, or charity as your beneficiary. The beneficiary you elect for life insurance will be the same beneficiary for death benefits under your AD&D coverage. It is important to keep your beneficiary designation up to date.

You have the right to change your beneficiary at any time by making a written request (appropriate forms are available on the website and from your Employee Benefits Office). It is important to notify the School District's Employee Benefits Office promptly of any beneficiary change.

If you choose more than one person as your beneficiary and do not specify how you would like your insurance to be shared among the beneficiaries, they will share equally.

If you do not choose a beneficiary, if you have not named a beneficiary, or the named beneficiary is not surviving at your death, any benefits due shall be paid to the first of the following classes to survive you: (1) your legal spouse; (2) your surviving children (including legally adopted children), in equal shares; (3) your surviving parents, in equal shares; (4) your surviving siblings, in equal shares; or, if none of the above, (5) your estate.

### **PAYMENT OF YOUR BENEFITS TO YOUR BENEFICIARY**

As soon as the School District is notified of your death, your beneficiary will be contacted about the benefits available and what forms are needed to process the claim. At this time, your beneficiary may decide if the benefit will be paid to them in installments

or in a lump sum. A claim must be filed within 90 days after the end of the calendar year of your death. If a claim is already pending, contact the School District's Employee Benefits Office for an explanation of the claim procedure.

We will not be liable for any payment we have made in good faith. If a beneficiary, in our opinion, cannot give a valid release (and no guardian has been appointed), we may pay the benefit to the person who has custody or is the main support of the beneficiary.

### ***If You Become Disabled***

The Amount of Insurance during a period of Total Disability for one year will be extended if:

- you become totally disabled prior to age 70;
- the Total Disability begins while you are insured;
- the Total Disability begins while the Policy is in force;
- the Total Disability lasts for at least 6 months;
- the premium continues to be paid; and
- Proof of Total Disability is received within one (1) year from the date it began.

After proof of Total Disability is approved, you are not required to pay premiums. Also, any premiums paid from the start of the Total Disability will be returned. You must submit annual proof of continued Total Disability. The Amount of Insurance may then be extended for additional one-year periods. You may be required to be examined by an approved Physician approved. You will not need to be examined more than once a year after the insurance has been extended two full years.

The Amount of Insurance extended will be limited to the amount of basic group life coverage on your life that was in force at the time that Total Disability began excluding any additional benefits. This amount will reduce or cease at any time if you had not been totally disabled. The Amount of Insurance extended for you will cease on the earliest of:

- the date you no longer meet the definition of Total Disability; or
- the date you refuse to be examined; or
- the date you fail to furnish the required proof of Total Disability.

If you qualify for benefits in accordance with the Waiver of Premium in Event of Total Disability provision because you have been diagnosed by a Physician as totally disabled due to the following Condition(s) or Procedure(s), as later defined;

- Life Threatening Cancer; or
- Heart Attack (Myocardial Infarction); or
- Kidney (Renal) Failure; or
- Receipt of Major Organ Transplant; or
- Stroke.

You will receive an additional, one time, lump sum benefit in an amount equal to 10% of the death benefit under the basic life portion of the policy up to a maximum of \$100,000.

This lump sum benefit applies only to the first Condition or Procedure to occur among those hereinafter defined which qualifies you for waiver of premium benefits. No further lump sum benefits will be payable under this provision during the same or any subsequent periods of Total Disability, or as a result of the occurrence of any other Condition or Procedure.

### ***If You Become Terminally Ill***

If you become terminally ill, you may elect to receive 75% of your life insurance benefit while you are still living. By electing to receive a part of the benefit in advance, you forfeit that portion of the benefit amount that would have been paid to your beneficiary after your death. It is important to note that if, while you are receiving this benefit, your age changes to make you eligible for another age group, your benefit amount will be reduced accordingly. Your benefit will be paid to you in one lump sum.

You are eligible to receive a portion of your benefit if:

- You provide a written request
- You are under age 75
- You have been covered for at least 60 days
- You voluntarily elect to receive this benefit.
- Your assignee or irrevocable beneficiary must submit their signed acknowledgment and agreement for payment of this benefit.

**NOTE:** You are not eligible for this benefit if you are required to use this option to meet creditor claims, such as bankruptcy; or if you are required by a government agency to apply, receive, or keep government benefits.

### ***If You Leave the School District***

If you leave the School District, your life insurance and AD&D benefits stop. You may convert all or part of your life insurance and AD&D benefits to an individual policy during the 31 days following the date your employment ends. You will not need a medical exam or evidence of insurability to convert your coverage but you will need to complete a written application. If you die within the 31 days after your employment ends, your life insurance benefit through the School District will be paid to your beneficiary. The benefit is equal to the same amount you would be entitled to if you had not left the School District.

The premium for the individual policy will be based on your age at the time you convert and for an amount that does not exceed your coverage in effect before your employment ended. Special conversion rules apply if coverage is terminated for all participants in your class. You must pay the first premium by the 31st day after your employment ends.

The life insurance converted policy's Principal Sum will be an amount not over what you had at your time of termination. The AD&D converted policy's Principal Sum will be the lower of: the Amount of Principal Sum applicable under the Policy or \$350,000.

When you retire, you can convert all or part of your life insurance to an individual policy just as you could have had you left the School District for any reason.

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## **Your School District Disability Income Protection**

Your good health – and ability to work – are two things that should not be taken for granted. The School District's Long-term Disability (LTD) Plan protects you and your family from financial hardship should an illness or injury prevent you from working for an extended period of time. Through this plan, you are provided with a basic level of monthly benefits after you have been totally disabled for a certain length of time.

### ***What is a Disability?***

There are three types of disability:

#### **Total Disability exists when, due to an illness or accidental injury:**

- You are not able to perform, for the first two years of your disability, you are prevented from performing one or more of the Essential Duties of your Occupation, and as a result, your current monthly earnings are less than 80% of your pre-disability earnings.
- You are not able to perform the material and substantial duties of any job for which you are reasonably qualified based on training, education and experience.
- You are presently not working at any job for wage or profit.
- You are under the regular care of a physician for the condition causing your disability.

#### **Successive Disability exists when, due to an illness or accidental injury:**

- You receive LTD benefits, return to work, and become disabled again from the same or related cause.
- The periods of disability are separated by less than six months of employment.

#### **Partial Disability exists when:**

- You have already experienced a period of total disability.
- You are not able to perform, for wage or profit, the material and substantial duties of your occupation on a full-time basis, or your disability has caused at least a 20% loss of Current Monthly Earnings.
- You are under the regular care of a physician for the condition causing your disability.

### ***Employees Covered under the State LTD Plan***

You may elect to participate in an enhanced LTD program that provides a greater benefit than the current State of Delaware program is currently providing for you. Your Short Term and Long Term Disability Benefits that are provided by The State of Delaware will remain the same, as described below, at no cost to you.

- Short-Term Disability insurance pays a benefit of 75% of your earnings, to a maximum of \$2,000 per week. Short Term Disability benefits begin on the 21st calendar day of disability and continue through the 182nd calendar day of disability.
- Long-Term Disability insurance pays a benefit of 60% of your earnings, to a maximum of \$8,000 per month. Long-Term Disability benefits start on the 183rd calendar day of disability and continue until you are no longer disabled or reach age 65, whichever occurs first.

If you choose to participate in the Optional Long Term Disability Benefit, your LTD benefit will pay a benefit of 66 2/3% of your earnings to a maximum of \$8,000. The State of Delaware will continue to fund the cost of the base plan and all you will only be responsible for paying the premium for the additional 6 2/3% benefit.

**Only participants who elected The Hartford Disability Insurance Program that was effective January 1, 2006 and are no longer in the State Employees' Pension Plan are eligible for this optional Long Term Disability feature.**

Your earnings are your regular monthly pay from the State of Delaware just prior to your date of disability, not including bonuses, overtime or other extra compensation. If you become disabled, the amount of your benefits may be reduced by other income you receive. Your disability payments will continue according to the following table:

Age When Disabled	Benefit Duration (Months)
Prior to age 60	To age 65 (60 months)
Age 60	60
Age 61	48
Age 62	42
Age 63	36
Age 64	30
Age 65	24
Age 66	21
Age 67	18
Age 68	15
Age 69+	12

The Survivor Income Benefit pays a lump sum, three-month benefit to your surviving spouse (or your children in equal shares if there is no surviving spouse) if you die while receiving LTD benefits. If there are no survivors, the benefit will be paid to your estate.

### ***Employees Covered under the State Pension Plan***

Long-Term Disability Insurance pays you a portion of your earnings if you cannot work because of a disabling illness or injury. You have the opportunity to purchase Long-Term Disability Insurance to supplement the State's Pension Disability Benefit.

You may purchase coverage that would supplement your State Disability Pension plan up to 66.6% of your earnings. The maximum Long-Term Disability benefit you could receive is \$8,000 per month. Your plan includes a minimum benefit of 10% of your earnings or \$100 per month. Earnings are defined as in The Hartford's contract with your employer.

**You are eligible if you are an active STATE OF DELAWARE PENSION COVERED employee who works at least 10 hours per week on a regularly scheduled basis.**

Your benefit may be reduced once you reach certain ages specified in The Hartford's contract with your employer. In addition, as described below, your monthly Long-Term benefit may be reduced by other income you receive.

<b>Prior to age 63</b>	<b>To normal retirement age* (NRA) or 48 months if greater</b>
Age 63	To NRA* or 42 months
Age 64	36 months
Age 65	30 months
Age 66	27 months
Age 67	24 months
Age 68	21 months
Age 69+	18 months

\*Normal Retirement Age means the Social Security Normal Retirement Age as stated in the 1983 revision of the United States Social Security Act.

### **HOW LTD WORKS – BENEFITS FOR TOTAL DISABILITY**

Your LTD benefit for total disability are two thirds of your basic monthly earnings (excluding overtime and other compensation) up to a maximum monthly benefit of \$8,000. (See definition for total disability on page 31) Your total disability income from the LTD Plan and all other sources, plus family Social Security disability benefits, cannot be more than two-thirds of your basic monthly earnings at the time you become disabled. The minimum monthly benefit, regardless of your income from other sources and family Social Security is \$100.

### **COORDINATION WITH SOCIAL SECURITY**



You may be entitled to Social Security after you have been disabled for five months. Because the amount of your LTD benefit depends on part on your Social Security benefit, your LTD benefit cannot be correctly calculated until you apply for Social Security. You, or a member of your family, must contact the local Social Security office to start the claim process at the same time you begin your LTD claim process through the School District.

While your Social Security benefit is being determined, the insurance company will pay your LTD benefit without taking into account what you may receive from Social Security. You will need to first complete and return a reimbursement agreement stating that you will repay the insurance company for any overpayment you receive from a retroactive Social Security benefit. If you do not return the reimbursement agreement, the insurance company will either reduce your benefit by an amount estimated to be your Social Security benefit or suspend your benefits.

Note that once you're receiving LTD benefits, any cost of living increase in your Social Security will not reduce your future LTD payments. This means you will receive the advantage of any increases in Social Security.

#### **MEDICAL EXAMINATION**

Under the LTD plan the insurance company can require that you be examined at any time by a physician of its choice to determine if LTD benefits should be awarded, or whether they should continue.

Your monthly benefit will be reduced by any income payable to you from these sources:

- Loss-of-time benefits from worker's compensation or a similar law
- Local, State, provincial or federal government disability plan or law
- Salary or wage continuance plan provided by the School District
- Insurance benefits you receive voluntarily through the School District that pay for all or part of your coverage
- Social Security disability benefits
- Periodic Social Security benefits after you reach age 62 (with the exception of benefits to a former spouse or children living with a former spouse). This offset is meant to apply to social security retirement and would offset social security benefits
- Any work-loss provision in the mandatory part of a no-fault auto insurance plan
- Delaware State Employee Pension Plan benefits

#### **HOW LTD WORKS – BENEFITS FOR SUCCESSIVE DISABILITY**

If you return to full-time employment and within six months of your return become disabled again for the same reason that caused your previous disability, you are eligible

to receive successive disability benefits right away without having to satisfy an additional elimination period.

However, if you return to work and become disabled after working six months, you will have to satisfy another elimination period before LTD benefits are payable. Successive disability benefits are equal to those you receive when you are totally disabled.

### **HOW LTD WORKS – BENEFITS FOR PARTIAL DISABILITY**

If you are not able to perform your job on a full-time basis or you have to reduce the amount of hours you normally work, you can receive partial disability benefits. Under these circumstances, your benefit will be reduced to reflect the earnings you receive while working on a partial disability basis. While you work, you will receive your partial disability earnings, as well as a benefit equal to the proportion of your full-time disability benefit that corresponds to the difference between your previous monthly earnings and your partial disability earnings. In all cases, your partial disability benefit will never be less than the minimum monthly benefit of \$100.

### **PARTIAL DISABILITY**

For example, suppose your disability benefit is \$500 and earnings from working on a partial disability basis are \$300. Your partial disability offset would be 60% of \$300 or \$180. That means, your total monthly income would equal:

\$500 (your full disability benefit)  
**Less**  
\$180 (your partial disability offset – 60% of monthly earnings)  
**Equals**  
\$320 (your partial disability benefit)

**Total Monthly Income = \$320 + \$300 = \$620**

### **HOW LTD WORKS – REHABILITATION BENEFITS**

Benefits may be available to cover the cost of rehabilitation programs. The insurance company will consult with your physician before authorizing coverage for expenses. After rehabilitation has been approved, it is up to you to decide if you want to enter the rehabilitation program. Benefits are provided for all approved expenses, unless the program is available at no cost to you or is provided under another plan sponsored by the School District.

#### ***Appealing a Claim***

For LTD benefits, if your claim is denied in whole or part, you will be notified in writing. The notification will include the reasons for the denial and any additional information required if you want to appeal. Learn when and how to appeal a claim page 47.

### ***What is Covered***

#### **WAIVER OF PREMIUM**

The insurance company waives all premiums while you are receiving LTD benefits so you will not have to contribute to the cost of your LTD coverage. However, while you are satisfying the elimination period, your premium payments must continue.

#### **EXTENDED BENEFITS**

If the group LTD Plan terminates while you are receiving benefits, you will continue to receive payments for as long as you remain totally disabled.

### ***What is Not Covered***

The LTD Plan does not cover disabilities caused by:

- Attempted suicide or intentionally self-inflicted injury
  
- A pre-existing condition due to a sickness or injury during the first 12 months of employment for which you were under a physician's care or receiving treatment within three months prior to the date you became covered under the plan. If disability begins after 12 months of employment, benefits will be payable for conditions in existence on the date of your employment
- War (declared or undeclared)
- An illness or injury that occurs outside the United States
- An illness or injury that occurs in a local, municipal, provincial or federal prison

If your disability is caused by a mental, psychoneurotic, or personality disorder, benefits are limited to 24 months. After 24 months, benefits are payable only if you have been confined to a hospital for at least 14 consecutive days. In this case, benefits will be payable for the duration of your confinement and for three months following your confinement.

If you are incarcerated, benefits are excluded for that period of time when you are actually in prison.

### ***When Coverage Ends***

Your coverage generally ends on the earlier of the:

- Last day of the month in which your employment with the School District ends
- Date of your retirement
- Date of your death
- Date the School District terminates the Plan

**NOTE:** Your coverage will also end if you stop making any of the required contributions. If you drop LTD coverage and later choose to re-enroll, you may be required to submit evidence of good health.

## WORK AND FAMILY LIFE CHANGES

As your life changes, your benefits status and needs may change. This section can help you when you experience a major life change. It highlights your benefits status, options and issues to consider if you marry, have or adopt a child, retire, etc.

Typical changes are listed below:

- You are hired
- You get married or have/adopt a child
- You become disabled
- You retire
- You die while employed
- You end employment

### You Are Hired

The chart below illustrates what happens to your benefits **when you are hired** (and scheduled to work 10 or more hours a week):

Plan	Eligibility	Coverage Available	Benefits Include
Dental	You are eligible on the first of the month on or after your hire date	For you, your spouse, and your dependent children through the end of the plan year in which they reach age 21. <ul style="list-style-type: none"> <li>• Dental and Vision Care coverage for full-time students may be continued until the end of the month in which they reach 24 or lose full time student status</li> </ul>	Three dental plan choices. All include preventive, basic, and some major services. Two include orthodontia.
Prescription Drug		For you, your spouse, and your dependent children . District Prescription Drug coverage ends June 30 <sup>th</sup> of the year age 19 is reached regardless of student status.	Prescription card program for medications that treat acute illnesses or injuries and a mail service program for maintenance medications – medications you take on a long-term basis.
Vision Care			Vision care benefits through VBA.

<b>Life and Accidental Death &amp; Dismemberment</b>	You are eligible on your hire date	For you	<b>Life Insurance.</b> Up to two times your annual earnings to a maximum of \$350,000, depending on your age. <b>AD&amp;D.</b> Up to 100% of your life benefit, depending on your injury.
<b>Long-Term Disability</b>			Two thirds of your basic monthly earnings to a maximum of \$7,500 per month.

## You Get Married Or Have/Adopt A Child

Plan	
<b>Dental, Prescription Drug and Vision Care</b>	You have up to 30 days to add a dependent. Otherwise, you must wait until the next open enrollment period
<b>Life and Accidental Death &amp; Dismemberment</b>	You may want to change your beneficiary designation.
<b>Long-Term Disability</b>	N/A

## You Become Disabled

Plan	
<b>Dental, Prescription Drug and Vision Care</b>	You can continue coverage for up to 18 months by paying the full cost plus 2%.
<b>Life and Accidental Death &amp; Dismemberment</b>	Your life insurance coverage may continue at no cost to you after you have been disabled for nine months, provided you are under age 70. AD&D coverage is discontinued.
<b>Long-Term Disability</b>	Depending on the level of coverage you choose, you may begin to receive benefits after you have been totally disabled for 182 consecutive days.

**What you need to do:** If you become disabled, you should contact the Employee Benefits Office as soon as possible. After you have been totally disabled for at least 45 days and you anticipate your disability will last beyond 182 days, you will be able to file an LTD claim. You must contact the office within 182 days of the date your disability begins to be eligible for benefits.

## You Die While Employed

Plan	
<b>Dental, Prescription Drug and Vision Care</b>	Your dependents can continue coverage for up to 36 months by paying the full cost plus 2%.
<b>Life and Accidental Death &amp; Dismemberment</b>	Your beneficiary will receive your life and, if elected, AD&D benefit.
<b>Long-Term Disability</b>	N/A

## You End Employment or Retire

Plan	
Dental, Prescription Drug and Vision Care	You can continue coverage for up to 18 months by paying the full cost plus 2%.
Life and Accidental Death & Dismemberment	Your life and AD&D benefits end. Life insurance benefits may be converted to an individual policy, contact the Benefits Office within 30 days of the date you end employment.
Long-Term Disability	Your LTD coverage ends

## Other Important Information About State of Delaware Plans

For other important information about the plans offered by the State of Delaware, please visit the Delaware State Personnel Office web site at <http://www.ben.omb.delaware.gov/>

## OTHER IMPORTANT INFORMATION ABOUT YOUR STATE and SCHOOL DISTRICT PLANS

This section contains information about important matters pertinent to certain benefit plans offered by the School District. You should read this section carefully. The information may be needed for filling claims and other inquiries about your benefits.

In this section you'll find information about:

- Continuation of Coverage (COBRA)
- Coordination of Benefits
- Appealing a Claim
- Plan Funding

### Continuation of Coverage (COBRA)

Continuation of coverage is available to you and your covered family members if coverage under the School District's dental, vision, or prescription drug plans ends because of one of the qualifying events described below. To continue coverage, you or your covered family members must apply and pay for continuation of coverage before the deadline for payment.

If you have any questions about COBRA or its application, please contact the School District's Employee Benefits Office, 1000 Pennsylvania Avenue, Claymont, Delaware 19703, 302-793-5020 or 302-793-5023. All notices described below should be addressed to the School District's Employee Benefits Office. Also, if you have changed your marital status, or you or your spouse have changed addresses, or a dependent ceases to be a dependent eligible for coverage under the terms of the plan, you must notify the Employee Benefits Office as soon as you become aware of the event.

### ***COBRA Eligibility***

You and your covered spouse and dependents (referred to as qualified beneficiaries under COBRA) may purchase continued coverage for up to 18 months if you lose coverage under the plan due to:

- Termination of your employment (for reasons other than misconduct) **or**
- A reduction of your work hours

### **PREEXISTING CONDITION LIMITATION**

Once you have elected COBRA, if you or your covered spouse or dependent become covered under another group plan and are affected by a preexisting condition limitation under that plan, COBRA coverage may continue until you have satisfied the preexisting condition limitations under your new plan (at which point your COBRA coverage may be terminated).

### **IN CASE OF DISABILITY**

You and your covered spouse and dependents may be eligible for a total of 29 months of continued coverage if you or a covered family member is determined by the Social Security Administration to be disabled (for Social Security disability purposes) at the time of your termination of employment or within 60 days of the qualifying event. This 11 month extension is available to all family members who are qualified beneficiaries due to termination or reduction on hours of employment, including those who are not disabled. You must notify the School District's Employee Benefits Office in writing that you or a covered family member is disabled within the initial 18 –month coverage period and within 60 days of Social Security's disability determination. The disability would have to have started at some time before the 60<sup>th</sup> day of COBRA continuation coverage and must have last at least until the end of the 18-month period of continuation coverage. The qualified beneficiary must provide the written determination of disability from the Social Security Administration to the Employee Benefits Office within 60 days of the latest of:

- The date of the disability determination by the Social Security Administration,
- The date of the qualifying event, or
- The benefit determination date.

You will be required to pay up to 150% of the group rate during the 11-month extension. Your verbal notice is not binding until confirmed in writing and until a copy of the determination from the Social Security Administration is provided to the Employee Benefits Office.

If during continued coverage, the Social Security Administration determines that you or the family member is no longer disabled, you or your family member must in for the School District's Employee Benefits Office of the redetermination within 30 days of the

date is made. If another qualifying event occurs within the 29-month continuation period, then the maximum continued coverage period is 36 months after termination of employment or reduction in hours.

### ***Continued Coverage for Dependents***

Your covered spouse and dependents may purchase continued coverage under the School District's plan for 36 months, if they lose coverage as a result of your:

- Death,
- Divorce or legal separation,
- Entitlement to Medicare, or
- Dependent child ceasing to be a dependent as defined by the plan.

If you become entitled to Medicare while you are an active associate and you later experience a qualifying event (e.g. terminate your employment), your dependents may be eligible for continued coverage until the later of:

- 36 months from the date you first became covered by Medicare, or
- The maximum coverage period for the qualifying event (18 months in the case of termination of employment).

### **SEPARATE ELECTIONS**

You and your covered spouse and dependents can elect COBRA coverage independently. For example, a spouse or dependent child may elect continuation coverage even if you do not elect continuation coverage.

### **NEWBORN AND ADOPTED CHILDREN**

If you give birth or adopt a child while you are on COBRA continuation coverage, you may enroll your new child for COBRA coverage immediately. Your newborn or adopted child will be a "qualified beneficiary". This means that the child will have independent election rights and multiple qualifying event rights.

### ***Multiple Qualifying Events***

Should your spouse or dependents experience more than one qualifying event, they may be eligible for an additional period of continued coverage not to exceed a total of 36 months from the date of the first qualifying event. For example, if you terminate employment, you and your spouse or dependents may be eligible for 18 months of continued coverage. If during this 18 month period, your spouse or dependent child ceases to be a dependent under the plan (a second qualifying event), your spouse or child may be eligible for an additional period of continued coverage. This additional period may not exceed a total of 36 months from the date of your termination (the first qualifying event).

### ***How to Get Continued Coverage***



Both you and the School District have responsibilities if qualifying events occur that make you or your covered dependents eligible for continued coverage. You or your covered dependents must notify the School District's Employee Benefits Office in writing within 60 days of the date of the qualifying event or the date coverage ceased under the plan, whichever is later, when one of these events occurs:

- You become divorced or legally separated, or
- Your dependent child is no longer considered and eligible dependent as defined by the plan.

This notice must include the name of the employee, the name of the qualified beneficiaries entitled to COBRA, and the date of the event-giving rise to COBRA entitlement. This 60-day period is different from the 30-day period you have to notify the School District when you have experienced a life event in order to change your coverage status. If notification is not provided during this 60-day period, any covered dependent who loses coverage will not be permitted to elect COBRA coverage.

The School District will notify you or your covered dependents of the right to elect continued coverage should the following events occur:

- Termination of employment,
- Reduction in work hours, or
- Your death

#### **ELECTION PERIOD**

You and your covered dependents will have a 60-day period in which to elect continued coverage, beginning on the later of :

- The date your coverage terminates by reason of the qualifying event, or
- The date you or your covered dependents are sent notification of the right to elect continued coverage.

#### **TYPE OF COVERAGE**

If you choose continued coverage, you will have the same coverage that you had the day before your qualifying event. You will not be asked to furnish evidence of good health.

#### ***Cost of Continued Coverage***

You and your covered dependents may be required to pay up to 102% of the full group cost for your continued coverage. You will be asked to pay for coverage in monthly installments, and you must make your first payment no later than 45 days after the date you elected continued coverage. Subsequent payments will be due on the first of each month, with a 30-day grace period. If the cost of benefits changes in the future for active employees, these changes will also affect continued coverage under COBRA on an annual basis. You will be notified in advance of any changes in the cost of coverage.

#### ***Termination of Continued Coverage***

Your right to purchase continued group coverage may end before the expiration of the 18, 29 or 36-month coverage period if:

- You or your covered dependents fail to make the required payment on time,
- The School District terminates the plan for all employees,
- You or your spouse becomes entitled to Medicare after the date COBRA is elected,
- You or your covered dependents become covered under another group health plan after the date COBRA is elected (Your continued coverage with the School District will not be terminated if you or a covered dependent has a preexisting condition that is not covered under the other plan due to a preexisting condition limitation clause.), or
- Coverage has been extended for up to 29 months due to disability and there has been a final determination that you or a covered spouse or dependent are no longer disabled.

**NOTE:** Coverage under COBRA will be provided as required by law. If the law changes, your rights will also change.

## **Coordination of Benefits**

### ***For Dental and Vision Coverage***

If you have dental and vision care coverage through your spouse's employer or another source, and have coverage through the School District's plan, a provision known as Coordination of Benefits may reduce your benefits under the School District's plan. This is to ensure that your combined benefits will not be more than the expenses recognized by both plans. Your benefits from the other plan will be taken into account when your benefits through the School District are determined. Coordination of benefits does not apply to any individual policy you have.

Other sources that provide dental benefits include the following:

- Government plan except Medicaid
- Any group coverage (whether insured or not)
- Motor vehicle no-fault coverage

The following guidelines determine which plan pays benefits first:

- The plan covering you as an active employee if the School District pays first
- For dependent children, the plan of the parent whose birthday comes first in the calendar year pays first unless the parents are legally divorced or separated
- If the parents are legally divorced or separated, the benefits for the child are determined as follows (except when a court decrees otherwise):
  - First, the plan of the parent with legal custody pays
  - Then, the plan of the spouse of the parent with legal custody pays
  - Finally, the plan of the parent without legal custody pays

- If you are receiving continuation coverage under the School District’s plan, and you are also covered under another plan, the other plan pays first
- If the other plan does not agree with the School District’s plan on the order of benefit payment, the rule of the other plan will prevail
- If none of the above apply, the plan that has covered the individual for the longest time pays first

There is an exception to this policy in the case of vision benefits. If both you and your spouse are covered under each other’s vision benefits plan, you can receive benefits under both plans. The Coordination of Benefits will not apply.

If the claims administrator determines that payments exceed the coordination of benefits provision, the administrator has the right to recover the overpayment from the other insurance company, the other plan sponsor, or you.

***For Prescription Drug Coverage***

The Coordination of Benefits provisions also apply if you have prescription drug coverage through another source. If your additional coverage is provided through a source other than the State plan, the guidelines shown above for dental benefits determine which plan pays benefits first. If you are enrolled in the School District’s supplemental plan and the State’s medical plan, either plan can be used at any time provided you do not exceed annual maximum benefit amount.

By using the School District’s plan up to the maximum benefit allowed for generic equivalents, you can reduce the amount you pay out-of-pocket. The following guidelines help you determine which plan pays the greater benefit.

**If you have exceeded the \$1,500 or \$10,000 annual maximum under the School District’s plan**, submit your prescription drug expenses to the State’s medical plan, which has an unlimited maximum benefit amount. You will be responsible for a copay as follows:

<b>For a 30-day supply of medications to treat acute illnesses or injuries</b>	<b>For a 90-day supply maintenance medications</b>
Generic: \$8.50	Generic: \$17
Preferred Brand: \$20	Preferred Brand: \$40
Non-Preferred Brand: \$45	Non-Preferred Brand: \$90

**If you have not exceeded the \$1,500 or \$10,000 annual maximum under the School District’s plan**, determine which plan best meets your needs. Under the School District plan you will be responsible for a copay as follows:

<b>For medications to treat acute illnesses or injuries and maintenance medications:</b>	
Generic: \$5.00	Brand Name: \$10.00

## **Appealing a Claim**

For dental, vision care, life insurance and AD&D and long term disability benefits, if your claim is denied in whole or part, you will be notified in writing. The notification will include the reasons for the denial and any additional information required if you want to appeal.

You are entitled to appeal a claim that is denied. To appeal a claim, write to the insurance company within 60 days of the date you receive the denial notice and state the reasons why you believe your claim should not have been denied. Include any additional documentation that supports your claim. You may also submit questions and comments you think are appropriate, and you may review relevant documents. Generally, you will receive a written decision on your appeal within 60 days of the date your insurance company receives your request. If special circumstances require a delay, you will be notified of the extension during the 60 days following the receipt of your request.