

Disability Insurance Plans

[Click here to download and print this entire section.](#)

Disability benefits can provide income if you are unable to work because you are disabled, whether because of an illness, injury, pregnancy or other serious medical condition.

Benefits Depend on How Long You Are Disabled

MPTN has two different disability insurance plans — the Short-Term Disability (STD) Income Protection Plan and the Long-Term Disability (LTD) Income Protection Plan.

- **The Short-Term Disability (STD) Income Protection Plan** pays benefits for up to 12 weeks if you are disabled as defined by the plan.
- **The Long-Term Disability (LTD) Income Protection Plan** can provide income if you are totally disabled for more than 90 days or when your STD benefits end (whichever is later).

Eligibility and Enrolling

You are eligible to enroll for and participate in the MPTN Disability program if:

- you are employed by an MPTN division that participates in the applicable plan.
- you are a regular full-time team member actively at work.
- you are a regular part-time team member actively at work.
- you have been employed continuously for 90 days.

If your regularly scheduled work week or your average hours worked per week changes, your eligibility to participate in MPTN benefits may change. The plan does not include coverage for temporary or seasonal team members, nor does it cover team members who work less than the required minimum hours per week.

If you are not eligible for benefits but later change to an eligible status — for example, if you change from a seasonal to a full-time team member — you must be employed continuously for 90 days in the new status before you become eligible for benefits. If you enroll for benefits, in most cases coverage begins on the first of the month following the day you complete 90 days of service in the new status.

When Coverage Begins

If you are eligible, your coverage will begin on the first day of the month after you complete 90 days of employment at MPTN, if you are actively at work on that day. If you are not actively at work because you are absent from work due to injury, illness or temporary leave of absence on the date your coverage would normally begin, your coverage will begin on the date you return to active employment.

For example, if you complete 90 days of service on August 20, your coverage will begin on September 1.

Changing Coverage

You can apply for coverage at annual enrollment or within 30 days of a qualified change in status. (See the *Rules and Regulations* section for more information on qualified changes in status.) If you do not increase your coverage within 30 days of a qualified status change, you will not be able to increase coverage until the next annual enrollment.

To make a change, you must notify Human Resources.

A change in coverage that is made during annual enrollment will be effective as of the following January 1. If you change your coverage within 30 days from the date of a qualified change in status, the new coverage will generally be effective on the first of the month following 30 days from the qualified event.

Paying for Coverage

When you pay for buy-up coverages with after-tax dollars, you do not reduce your federal taxable income now. However, if you receive any buy-up disability benefits, you will not have to pay federal income tax on the buy-up portion of your disability benefits.

If you are a highly tipped team member, you must have a positive paycheck (a paycheck that still has a positive balance) to be able to make contributions for disability insurance coverage. If you have a negative paycheck, Human Resources will track the contributions owed, and their total value will be deducted from the next future positive paycheck(s) until your outstanding contribution balance is zero.

Contributions When Not on Payroll

Pre-Existing Conditions

The full amount of the benefit will not be paid for disabilities resulting from a pre-existing condition.

The pre-existing condition exclusion applies only to the 12-month period following your effective date of coverage or increase in coverage.

If you are eligible to continue STD or LTD coverage when you are not an active team member (for example, while you are on an unpaid leave), or if you have a negative paycheck you can make weekly or monthly payments for your benefit elections directly to payroll. If payment is not made, your weekly contributions will go into arrears and will be deducted from your weekly pay check until all arrears are caught up.

Please note that you are not required to pay premiums for any LTD buy-up coverage you elected while you are receiving benefits under the LTD Plan. However, you are required to pay premiums for STD coverage, even if you are collecting STD benefits.

When Coverage Ends

Your disability coverage under the disability plans —ends on the earliest of the following dates:

- the date the policy or plan is canceled,
- the date you are no longer eligible,
- the last day of the period for which you made any required contributions for the buy-up options, or
- the day you end your employment, whether voluntarily or involuntarily, except in cases of covered layoffs or authorized leaves of absence.

Short-Term Disability (STD) Coverage

The Short-Term Disability Plan provides financial protection for you by paying a portion of your income while you are disabled. The amount you receive is based on the amount you earned before your disability began. In some cases, you can receive disability payments even if you work while you are disabled.

Short-Term Disability is a voluntary plan that you pay for through payroll deduction.

How Much the Plan Pays

The STD benefits you receive are based on your weekly earnings before your disability began and pays **60%** of weekly earnings to a maximum benefit of \$1,500 per week.

Your benefits may be reduced by the amount of other income replacement benefits you receive for the same disability. For more information, see “Other Sources of Income” within this section.

Once your coverage begins, any increased or additional coverage due to a change in your weekly or monthly earnings or due to a plan change requested by MPTN will take effect immediately if you are actively employed or on a covered leave of absence. If you are not actively employed due to illness or injury, any increased or additional coverage will begin on the date you return to active employment.

If you become disabled while you are on a covered leave of absence, your weekly earnings from MPTN in effect on the day before the date your absence began will be used to calculate your weekly payment. For more information about leaves of absence, contact Human Resources.

Benefits are paid for as long as you remain disabled as defined by the STD Plan, up to a maximum of 12 weeks.

What are your Weekly Earnings?

Your usual weekly rate of pay from the Employers as of your last day worked plus the tips and tokens, as determined by Employer, as of the date of disability. It includes income actually received from commissions, but does not include:

- bonuses,
- overtime pay, shift differential or
- any other fringe benefit or extra compensation.

Commissions will be average for the lesser of:

- the 52 full calendar week period of your employment with your Employer just prior to the date of disability begins; or
- the period of actual employment with your Employer.

Taxes on STD Benefits

Because payments are made on an after-tax basis, any monies received due to a short-term disability are not taxable.

With the STD option, you pay the premium for benefits coverage of 60% of your weekly earnings. Because you pay on an after-tax basis, the benefits you receive from that portion generally are not subject to income and Social Security (FICA) taxes.

STD Benefit Example

This example shows how your weekly benefit is calculated. All amounts used are before taxes and any other deductions. Assume that your weekly earnings are \$1,000.

| Weekly Benefits | STD Plan |
|--|---------------|
| 1. Multiply your weekly earnings by 60%. | \$1,000 x 60% |

| | |
|--|---------|
| | = \$600 |
| 2. The maximum weekly benefit is \$1,500 for the plan. | \$1,500 |
| 3. Compare the answer from Step 1 with the maximum weekly benefit from Step 2. The lesser of these two amounts is your gross disability benefit. | \$600 |
| 4. Subtract from your gross disability benefit any deductible sources of income, as described in “Other Sources of Income” within this section. | \$0 |
| 5. The result is your weekly benefit. | \$600 |

Other Sources of Income

You may still receive income from other sources while you are disabled. Depending on the source of income, your benefits may be reduced.

For a list of income that does not reduce your STD benefits, see “Income that Doesn’t Reduce Your Benefits” in the *Rules and Regulations* section. For information on how benefit reductions are managed, see “How Your Benefits Are Reduced” in the *Rules and Regulations* section.

Return to Work

The plan has provisions that can help you return to work. See “Rehabilitation Service” within this section.

Income that Reduces Your STD Benefits

Income from the following sources will be subtracted from your gross disability benefit:

- The amount that you receive or are entitled to receive as disability income payments under any:
 - state compulsory benefit act or law
 - automobile liability insurance policy
 - other group insurance plan
- The amount that you receive:
 - under an accumulated sick leave plan
 - under The Jones Act (Title 46, U.S.C. Section 688)
 - from a third party (after subtracting attorney’s fees) by judgment, settlement or otherwise
- The amount that you, your spouse, and your children receive or are entitled to receive as disability payments because of your disability under:
 - the U.S. Social Security Act
 - any similar plan or act.

Only income that is payable as a result of the same disability will be subtracted from your gross disability payment.

The plan administrator may apply this amount toward any outstanding overpayment.

If You Are Disabled and Working

If you are continuously partially disabled and are able to work, you may have “disability earnings” from rehabilitative, transitional or part-time work. Your weekly disability earnings may affect your STD benefits.

You will not receive a weekly STD benefit for any week during which your disability earnings are more than 80% of your pre-disability weekly earnings.

Filing a Claim

- If your disability earnings are less than 20% of your pre-disability weekly earnings, you will continue to receive the full STD weekly benefit.
- If you are continuously partially disabled and your weekly disability earnings are from 20% to 80% of your pre-disability weekly earnings, you will receive the lesser of:
 - 50% of your STD weekly benefit, or
 - your STD weekly benefit, less
 - what you earned while partially disabled, and
 - any other income that is subtracted from your STD benefit.

Call the plan administrator toll-free at 1-855-212-7102 or 1-866-562-8421 (Espanol), Monday through Friday, 8 a.m. to 8 p.m., Eastern Time, to begin filing a claim.

Your weekly benefit will be adjusted as described above based on your disability earnings. You may be required to send proof of your disability earnings each week to the plan administrator, including appropriate financial records that are necessary to substantiate your income.

If your disability earnings fluctuate widely from week to week on a regular basis, the plan administrator may average your disability earnings over the most recent three weeks to determine whether your benefits should continue. If your disability earnings are averaged, your benefits will not be terminated unless your average weekly disability earnings from the last three weeks exceed 80% of your pre-disability weekly earnings.

Payment of STD Benefits

If you are absent from work due to an illness, injury or hospitalization lasting fewer than seven days, you must notify your supervisor to report an absence. You do not receive STD benefits for absences lasting seven days or less.

If you are absent due to an illness, injury or hospitalization that lasts more than seven working days, call the plan administrator to initiate STD benefits, as described below. You must call the plan administrator within 10 days of the first day you are disabled.

How to File an STD Claim

You can file your claim for STD benefits by telephone by calling the plan administrator toll-free at 1-855-212-7102 or 1-866-562-8421 (Espanol), Monday through Friday, 8 a.m. to 8 p.m. Eastern Time. You should call:

- when you have any absence from work due to illness or injury, or
- up to two weeks in advance of a planned disability absence, such as a disability due to pregnancy or surgery.

Your enrollment materials include a brochure called "Filing Your Short-Term Disability Claim by Telephone." It includes an authorization for your health care provider to send medical information about your claim directly to the plan administrator and a list of the information you will need to provide. Be sure to make copies of this reference card so you can use it with any health care provider.

If you are not well enough to call the plan administrator yourself, someone else that you authorize can make the call on your behalf.

Proof of Your Disability

After you file a claim, you will need to provide proof of your disability, at your own expense, including *all* the following information:

- Evidence that you are under the regular care of a doctor,
- The appropriate documentation of your weekly earnings, such as a pay stub,

Time Limits on STD Claims

To initiate your STD claim, you must call the plan administrator within 10 days of the first day you are disabled. You must also send written proof of your claim, as described below, no later than 90 days after the seven day elimination period. If it is impossible to give proof within 90 days, you must send such proof no later than one year after the time that proof is otherwise required. There is an exception to this time limit if you are considered legally incapacitated.

For more information on how to submit a claim, contact Human Resources or the plan administrator.

- The date your disability began,
- The cause of your disability,
- The extent of your disability, including any restrictions and limitations that prevent you from performing your regular job, and
- The name and address of any hospital or institution where you received treatment, including all attending physicians.

You may be required to provide proof of continuing disability indicating that you are under the regular care of a physician. This proof, provided at your expense, must be received within 45 days of such a request.

In some cases you will be required to give the plan administrator authorization to obtain additional medical information and to provide nonmedical information as part of your proof of claim or proof of continuing disability. The plan administrator will deny your claim or stop sending your payments if the appropriate information is not submitted when requested.

If you are not satisfied with the outcome of your claim for disability benefits, you may appeal the decision. For more information on how to appeal a claim decision, see "Claims Review and Appeals Procedures" in the *Rules and Regulations* section.

Receiving STD Benefits

After you complete the elimination period and your STD claim is approved, you will receive weekly benefits for up to a maximum of 12 weeks for one continuous period of disability.

If you are disabled for less than one week, you will receive one-seventh (1/7) of your payment for each day of disability.

Your STD benefits end on the earliest of the following dates:

- After four consecutive weeks of payments, if you are able to return to work in your regular occupation on a part-time basis but you choose not to,
- The end of the maximum period of payment,
- The date you are no longer disabled under the terms of the plan,
- The date you fail to submit proof of continuing disability,
- The date your disability earnings exceed the amount allowable under the plan, or
- The date you die.

Recurring Disabilities

If you return to work on your regular work schedule, whether full-time or part-time, for 14 consecutive days or less, and you become disabled again because of the same or a related condition, your recurring disability is considered one period of disability and you will not have to complete another elimination period. Your STD benefits resume on the day after your recurrence, taking into account STD benefits already received.

If you return to work on your regular work schedule for less than one day, whether full-time or part-time, and become disabled again because of a new disability that is unrelated to the original one, your current disability is treated as part of your earlier claim and you will not have to complete another elimination period. Your STD benefits resume on the day after your recurrence, taking into account STD benefits already received.

In all other cases, if you return to work on your regular work schedule and you become disabled again, your disability will be considered a new period of disability and you will have to complete another elimination period before receiving STD benefits.

If you become entitled to payments under any other group Short-Term Disability Plan, you will not be eligible for payments under the MPTN Plan.

Pre-Existing Conditions

No STD Plan benefits will be paid for disabilities resulting from a pre-existing condition.

The pre-existing condition exclusion applies only to the 12-month period following your effective date of coverage or increase in coverage.

Long-Term Disability (LTD) Coverage

The LTD Plan begins to pay benefits if you are totally disabled as defined by the plan when your STD Plan benefits end, or 90 days after your disability began (whichever is later). In some cases, you can receive disability payments even if you work while you are disabled.

How Much the Plan Pays

The LTD benefits you receive are based on your monthly earnings before your disability began. The plan offers two levels of coverage:

- **Basic LTD Plan paid by employer**— 40% of monthly earnings to a maximum benefit of \$5,000 per month.
- **Buy-Up LTD Plan paid by you** — 60% of monthly earnings to a maximum benefit of \$7,500 per month.

Your benefits may be reduced by the amount of other income replacement benefits you receive for the same disability.

For more information on the way benefits may be reduced, see “Other Sources of Income” on the following page.

Once your coverage begins, any increased or additional coverage due to a change in your weekly or monthly earnings or due to a plan change requested by MPTN will take effect immediately if you are actively employed or on a covered leave of absence. If you are not actively employed due to illness or injury, any increased or additional coverage will begin on the date you return to active employment.

If you become totally disabled while you are on a covered leave of absence, the plan administrator will use your monthly earnings from MPTN in effect on the day before the date your absence began. For more information about leaves of absence, contact Human Resources.

Benefits are paid as explained in “Receiving LTD Benefits — How Long LTD Benefits Continue” within this section, as long as you remain totally disabled as defined by the LTD Plan. See the *Terms to Know* section for the definition of “totally disabled.”

Taxes on LTD Benefits

The benefits you receive from the Basic LTD Plan generally are taxable. This means that income and Social Security (FICA) taxes should be withheld from your benefits payment.

With the buy-up LTD option, you pay the premium for benefits coverage of 20% of your monthly earnings, and MPTN pays for the 40% basic benefit. Because you pay for your portion on an after-tax basis, the benefits you receive from that portion generally are not subject to income and Social Security (FICA) taxes.

LTD Benefit Example

This example shows how your monthly benefit is calculated. All amounts used are before taxes and any other deductions. Assume that your monthly earnings are \$5,000.

| Monthly Earnings | Basic LTD Plan | Buy-Up LTD Plan |
|---|------------------|------------------|
| 1. Multiply your weekly earnings by 40% or 60%. | \$5,000 x 40% | \$5,000 x 60% |

Benefit Reductions

If you receive income from other sources while you are disabled, your benefits may be reduced.

Time Limits on LTD Claims

To initiate your LTD claim, you must call the plan administrator within 10 days of the first day you are totally disabled. You must also send written proof of your claim, as described below, no later than 90 days after the 90-day elimination period. If it is impossible to give proof within 90 days, you must send such proof

| | = \$2,000 | = \$3,000 |
|--|--------------|--------------|
| 2. The maximum weekly benefit is \$5,000 for the basic plan and \$7,500 for the buy-up option. | \$5,000 | \$7,500 |
| 3. Compare the answer from Step 1 with the maximum weekly benefit from Step 2. The lesser of these two amounts is your gross disability benefit. | \$2,000 | \$3,000 |
| 4. Subtract from your gross disability benefit any deductible sources of income, as described in "Other Sources of Income" in this section. | \$0 | \$0 |
| 5. The result is your monthly benefit. | \$2,000 | \$3,000 |

no later than one year after the time that proof is otherwise required. There is an exception to this time limit if you are legally incapacitated.

For more information on how to submit a claim, contact Human Resources or the plan administrator.

Other Sources of Income

You may still receive income from other sources while you are totally disabled. Depending on the source of income, your benefits may be reduced. However, the minimum monthly LTD benefit is the greater of:

- \$100, or
- 10% of the gross monthly benefit.

For a list of income that does not reduce your LTD benefits, and for information on how benefit reductions are managed, see "How Your Benefits Are Reduced" within this section.

Income that Reduces Your LTD Benefits

Income from the following sources will be subtracted from your gross LTD benefit:

- The amount that you receive or are entitled to receive under:
 - a Workers' Compensation law,
 - an occupational disease law, or
 - any other act or law with similar intent.
- The amount that you receive or are entitled to receive as disability income payments under any:
 - state compulsory benefit act or law,
 - other group insurance plan, or
 - governmental retirement system as a result of your job with MPTN.
- The amount that you receive under:
 - an accumulated sick leave plan,
 - The Jones Act (Title 46, U.S.C. Section 688), or
 - the mandatory portion of any "no fault" motor vehicle plan.
- The amount that you, your spouse and your children receive or are entitled to receive as disability payments because of your disability under:
 - the U.S. Social Security Act, or
 - any similar plan or act.
- The amount that you receive as retirement payments or the amount your spouse and children receive as retirement payments because you are receiving retirement payments under:
 - the U.S. Social Security Act, or
 - any similar plan or act.

Filing a Claim

Call the plan administrator toll-free at 1-855-212-7102 or 1-866-562-8421 (Español), Monday through Friday, 8 a.m. to 8 p.m., Eastern Time, to begin filing a claim.

Only income that is payable as a result of the same disability will be subtracted from your gross disability benefit. Once the plan administrator has subtracted such income from your gross disability benefit, your benefit will not be reduced further due to an increase — such as a cost of living increase — from that source.

When LTD Benefits Begin

You must be totally disabled continuously through the “elimination period” before you are eligible to receive benefits. For purposes of the LTD Plan, the elimination period ends on the later of:

- 90 days after your disability began, or
- the date any benefits you are receiving under the MPTN STD Plan end.

The plan administrator will treat your disability as continuous if your disability stops for 30 days or less during the elimination period. The days that you are not totally disabled will not count toward your elimination period.

Any days that you are able to work while you are disabled will count toward your elimination period.

If You Are Disabled and Working

If you are continuously totally disabled and are able to work, you may have “disability earnings” from rehabilitative, transitional or part-time work. Your monthly disability earnings may affect your LTD benefits.

If you work during the first 12 months of benefits, your monthly benefits will not be reduced as long as disability earnings plus the gross disability payment do not exceed 100% of pre-disability monthly earnings.

If your monthly disability earnings are from 20% to 80% of your pre-disability monthly earnings, your monthly disability earnings are added to your gross disability benefit.

- If the amount is less than or equal to 100% of your pre-disability monthly earnings, your monthly benefit will not be reduced.
- If the amount is more than 100% of your pre-disability monthly earnings, the difference will be subtracted from your monthly benefit.

If you work after receiving 12 months of benefits, your benefits will be based on the percentage of income you are losing due to your disability.

To calculate this percentage:

- Subtract your disability earnings from your pre-disability monthly earnings.
- Divide this amount by your pre-disability monthly earnings. This is your percentage of lost earnings.
- Multiply your monthly benefits by this percentage.

This is the amount you will receive each month.

During the first 24 months of disability benefits, if your monthly disability earnings exceed 80% of your pre-disability monthly earnings, benefit payments will end.

After 24 months of disability benefits, if your monthly disability earnings exceed your gross disability benefit, benefit payments will end.

If Your Disability Earnings Fluctuate

If your disability earnings fluctuate widely from month to month on a regular basis, your disability earnings may be averaged over the most recent three months to determine if your claim should continue. If your disability earnings are averaged, your claim will not be terminated unless:

- during the first 24 months of disability payments, the average of your disability earnings from the last three months exceeds 80% of monthly earnings, or
- beyond 24 months of disability payments, the average of your disability earnings from the last three months exceeds the gross disability payment.

You will not receive a monthly payment for any month during which disability earnings exceed the amount allowable under the plan.

Your monthly benefit will be adjusted as described above based on your quarterly disability earnings. You may be required to send proof of your monthly disability earnings to the plan administrator at least quarterly, including appropriate financial records that are necessary to substantiate your income.

Payment of LTD Benefits

If you are absent due to an illness, injury or hospitalization that lasts more than 90 consecutive working days, you need to call the plan administrator to file a claim for LTD benefits. If you are already receiving STD benefits, the plan administrator will automatically submit your claim for LTD benefits once your STD benefits end. If you are receiving Workers' Compensation benefits, MPTN will automatically submit your claim to the plan administrator for LTD benefits.

You must notify the plan administrator immediately when you return to work in any capacity.

Proof of Your Disability

After you file a claim, you will need to provide proof of your disability, at your own expense, including *all* the following information:

- Evidence that you are under the regular care of a doctor,
- The appropriate documentation of your monthly earnings, such as a pay stub,
- The date your disability began,
- The cause of your disability,
- The extent of your disability, including any restrictions and limitations that prevent you from performing your regular job, and
- The name and address of any hospital or institution where you received treatment, including all attending physicians.

You may be required to be examined by a doctor, another medical practitioner, a vocational expert, or all three. The plan administrator will choose the health care provider and pay for the examination. An examination can be required as often as it is reasonable to do so. You may also be required to be interviewed by an authorized plan administrator representative.

If you do not have such a medical examination or interview, the plan administrator may deny your claim for benefits.

If you are not satisfied with the outcome of your claim for disability benefits, you may appeal the decision. For more information on how to appeal a claim decision, see "Claims Review and Appeals Procedures" in the *Rules and Regulations* section.

Receiving LTD Benefits

After you complete the elimination period and your LTD claim is approved, you may receive monthly payments for up to 24 months, provided you continue to meet the definition of disability. If you are totally disabled for less than one month, you will receive one-thirtieth (1/30) of your payment for each day of disability.

LTD benefits will continue after the initial 24-month period if:

- you are working in any occupation and continue to have a 20% or more loss in monthly earnings due to the same illness or injury, or
- you are not working and, due to the same illness or injury, are unable to perform the duties of any gainful occupation for which you are reasonably suited by education, training, or experience.

A gainful occupation means an occupation that is or can be expected to provide an income at least equal to your gross disability payment within 12 months of your return to work.

How Long LTD Benefits Continue

The maximum length of time you receive benefits is based on your age when the disability occurs, as follows:

| Age at Disability | Maximum Period of Payment |
|-------------------|---------------------------|
|-------------------|---------------------------|

| | |
|------------------------|---|
| Before Age 62 | to Age 65 or for 48 months, whichever is longer |
| Age 62 | 48 months |
| Age 63 | 42 months |
| Age 64 | 36 months |
| Age 65 | 30 months |
| Age 66 | 27 months |
| Age 67 | 24 months |
| Age 68 | 21 months |
| Age 69 and over | 18 months |

Your LTD benefits end on the earliest of the following dates:

- During the first 24 months of benefits, the date you are able to return to work in your regular occupation on a part-time basis but you choose not to,
- After 24 months of benefits, the date you are able to work in any gainful occupation on a part-time basis but you choose not to,
- The end of the maximum period of payment,
- The date you are no longer totally disabled under the terms of the plan,
- The date you fail to submit proof of continuing disability,
- The date your disability earnings exceed the amount allowable under the plan, or
- The date you die.

Limitations for Certain Disabilities

Benefits for disabilities due to mental illness, alcoholism, or drug abuse are limited to a maximum benefit period of 24 months.

You may receive benefits beyond the 24-month period if you meet one or both of the following conditions:

- If you are confined to a hospital or institution at the end of the 24-month period, you will continue to receive benefits during your confinement.
 - If you are still totally disabled when you are discharged, you will continue to receive benefits for a recovery period of up to 90 days.
 - If you return to the hospital or institution at any time during the recovery period and remain confined for at least 14 days in a row, you will continue to receive benefits during that additional confinement and for one additional recovery period up to 90 more days.
- After the 24-month period for which you have received payment, if you continue to be totally disabled and subsequently are admitted to a hospital or institution for at least 14 days in a row, you will receive benefits during the length of your stay in the hospital or institution.

You will not receive benefits past the limited period as indicated above or the maximum period of payment, whichever occurs first.

The mental illness limitation will not be applied to dementia if it is a result of one or more of the following:

- Stroke,
- Trauma,
- Viral infection,
- Alzheimer's disease, or
- Other conditions not listed that are not usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs, or other similar methods of treatment.

Recurring Disabilities

If your disability returns, it will be treated as part of your prior claim and you will not have to complete another elimination period if:

- you were continuously insured under the plan for the period between your prior claim and your recurring disability, and
- your recurring disability occurs within six months of the end of your prior claim.

Your recurrent claim will be subject to the same terms of the LTD Plan as your prior claim.

Any disability that occurs after six months from the date your prior claim ended will be treated as a new claim. The new claim will be subject to all of the policy provisions, including the elimination period.

If you become entitled to payments under any other group Long-Term Disability Plan, you will not be eligible for payments under the MPTN Plan.

Survivor Benefit

In the event of your death, the plan administrator will pay a lump-sum benefit equal to three months of your gross disability payment to your eligible survivor. This benefit will be paid if, on the date of your death:

- your disability had continued for 180 or more consecutive days, and
- you were receiving or were entitled to receive payments under the plan.

The survivor benefit will be subtracted from any overpayment that may have been made on your claim for LTD benefits.

If you have no eligible survivors, payment will be made to your estate, unless there is none. In that case, no payment will be made.

Common Provisions

The provisions described in this section apply to both the STD and LTD Plans.

What's Not Covered

The STD and the LTD Plans do not cover certain disabilities. These include disabilities that are caused by, contributed to by, or resulting from your:

- illness or injury related to your job (not covered under the STD Plans, but covered under the LTD Plans),
- intentionally self-inflicted injuries,
- active participation in a riot,
- the loss of a professional license or occupational license or certification, or
- commission of a crime for which you have been convicted under state, federal, or tribal law.

In addition, you will not receive any benefits for any period of disability during which you are imprisoned or for any disability due to war, declared or undeclared, or any act of war.

How Your Benefits Are Reduced

If you are eligible for income that is subtracted from your STD and/or LTD benefits, the amount of the income you will receive will be estimated. Your STD and/or LTD payment can be reduced by the estimated amount if:

- the income from the other source has been awarded and has not been denied, or
- the income has been denied and the denial is being appealed.

Your benefit will not be reduced by the estimated amount if you meet both the following conditions:

- You apply for the disability benefits from another source of income and appeal your denial to all administrative levels the plan administrator feels necessary, and
- You sign the plan administrator's payment option form, which states that you promise to pay the plan administrator any overpayment caused by an award.

If your payment has been reduced by an estimated amount, your payment will be adjusted when the plan administrator receives proof of the amount awarded.

If you provide proof that benefits from another income source have been denied and all appeals the plan administrator feels are necessary have been completed, you will receive a lump-sum refund of the estimated amount.

A lump-sum payment you receive from another income source will be prorated on a weekly basis for STD benefits and a monthly basis for LTD benefits, over the time period for which the lump sum was given. If there was no time period assigned to the lump sum, the plan administrator will prorate the sum over a reasonable period of time, depending on all the facts and circumstances of your situation.

Rehabilitation Service

Disability Overpayments

The plan administrator has the right to recover any STD or LTD overpayments due to:

- fraud,
- any error the plan administrator makes in processing a claim, and
- any deductible sources of income that you receive.

You must reimburse the plan administrator in full for any overpayments, but no more than the amount you were paid. The plan administrator will determine the method by which the repayment is made.

Income that Doesn't Reduce Your Benefits

Income from the following sources will not be subtracted from your gross disability benefit:

- 401(k) Plans
- Profit-sharing Plans
- Thrift Plans
- Tax-sheltered annuities
- Stock ownership plans
- Non-qualified plans of deferred compensation

While you are receiving disability benefits, the plan administrator has a vocational rehabilitation program available to assist you to return to work. This program is offered as a service and is voluntary on your part and on the plan administrator's part. The program includes services such as:

- Coordination with MPTN to assist you to return to work
- Evaluation of adaptive equipment to allow you to return to work
- Vocational evaluation to determine how your disability may impact your employment options
- Job placement services
- Job-seeking skills training
- Retraining for a new occupation

If the plan administrator feels the program would be appropriate for you, you will be contacted about participating. If you have not been contacted, you may ask that the plan administrator have one of its rehabilitation professionals review your file. As your file is reviewed, medical and vocational information will be analyzed to determine whether rehabilitation service might help you return to gainful employment. If the plan administrator concludes that the program is appropriate for you, you will be invited to participate.

- [Pension plans for partners](#)
- [Military pension and disability income plans](#)
- [Credit disability insurance](#)
- [Franchise disability income plans](#)
- [A retirement plan from another employer](#)
- [Individual retirement accounts \(IRAs\)](#)
- [Individual disability income plans](#)