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**LONG TERM DISABILITY  
INSURANCE PLAN  
(LTD PLAN)**

**FOR**

**FULL-TIME APPOINTED**

**EMPLOYEES**

**OF**

**INDIANA UNIVERSITY**

**UNIVERSITY HUMAN RESOURCE SERVICES**

**JANUARY 1, 2010**

This booklet is designed to summarize the optional group Long Term Disability (LTD) insurance coverage being offered by Indiana University to eligible *employees* and is not intended to provide a detailed description of the coverage.

Insured *employees* may obtain a certificate of coverage from the University Human Resources Office. The certificate contains a detailed description of the insurance coverage including the definitions, exclusions, limitations, reductions and terminating events. The controlling provisions will be in the *group policy* issued by Standard Insurance Company. Neither the certificate nor the information presented in this booklet modifies the *group policy* or the insurance coverage in any way.

Please note that defined terms from the *group policy* and certificate are italicized in this booklet. Features of the optional group LTD insurance coverage may vary by state.

Indiana University reserves the right to modify, amend, change or discontinue this plan at any time.

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## Long Term Disability Plan Highlights

Plan Type	Eligibility	Enrollment															
<p>Indiana University’s group long term disability (LTD) plan is optional income protection coverage. It is underwritten by Standard Insurance Company and purchased by the <i>employee</i> through payroll contributions.</p>	<p>All active full-time <i>employees</i> of Indiana University are eligible for LTD insurance coverage.</p>	<p>Eligible <i>employees</i> may enroll within 60 days of their hire date by giving <i>written election</i> to the University.</p> <p>After 60 days from their hire date, <i>employees</i> must complete a Medical History Statement and enrollment is subject to approval by The Standard.</p>															
Monthly Income Benefit	Additional Benefits	Tax Implications															
<p>Equals 60 percent of <i>employee’s budgeted base salary</i> (or <i>monthly wage base</i>), up to \$10,000 a month, less the sum of <i>benefits from other sources</i> (e.g., Social Security, workers’ compensation, retirement, etc.).</p>	<p>Annual Benefit Adjustment – Adjusts <i>monthly income benefit</i>, 3 percent on April 1st, after you have been disabled for the preceding calendar year.</p>	<p>Because premium payments are made with after-tax dollars, monthly benefits are federally tax-free under current federal tax law.</p>															
Benefits Selection																	
<p>Eligible <i>employees</i> may choose one of the following plan options at the time of enrollment:</p>	<p>Survivor Income Benefit – Equals three times the <i>monthly income benefit</i> and is paid as a lump sum to <i>surviving dependents</i> in the event of the <i>disabled employee’s death</i> after a specified period of <i>disability</i>.</p>																
<table border="0"> <thead> <tr> <th data-bbox="110 1140 191 1203">Option</th> <th data-bbox="215 1140 345 1203"><i>Elimination Period</i></th> <th data-bbox="370 1140 557 1203"><i>Monthly Annuity Premium Benefit</i></th> </tr> </thead> <tbody> <tr> <td data-bbox="134 1224 151 1245">A</td> <td data-bbox="240 1224 329 1245">180-day</td> <td data-bbox="443 1224 475 1245">No</td> </tr> <tr> <td data-bbox="134 1266 151 1287">B</td> <td data-bbox="240 1266 329 1287">90-day</td> <td data-bbox="443 1266 475 1287">No</td> </tr> <tr> <td data-bbox="134 1308 151 1329">C</td> <td data-bbox="240 1308 329 1329">180-day</td> <td data-bbox="443 1308 475 1329">Yes</td> </tr> <tr> <td data-bbox="134 1350 151 1371">D</td> <td data-bbox="240 1350 329 1371">90-day</td> <td data-bbox="443 1350 475 1371">Yes</td> </tr> </tbody> </table>	Option	<i>Elimination Period</i>	<i>Monthly Annuity Premium Benefit</i>	A	180-day	No	B	90-day	No	C	180-day	Yes	D	90-day	Yes	<p>Rehabilitation Service – <i>Disabled employees</i> may qualify for services such as vocational testing, job preparation, career counseling, retraining or workplace modification.</p> <p>Conversion Privilege – Allows <i>eligible employees</i> to buy group LTD conversion insurance without proof of insurability when group LTD insurance ends.</p> <p>Reasonable Accommodation Expense Benefit – Reimburses your employer for modifications made to your work site to enable you to return to active employment.</p> <p>Assisted Living Benefit – Benefit increases to 80% of budgeted base salary for claimant unable to perform two or more Activities of Daily Living, without hands-on or standby assistance or suffering severe cognitive impairment. Not to exceed an additional \$3,333 benefit per month.</p>	
Option	<i>Elimination Period</i>	<i>Monthly Annuity Premium Benefit</i>															
A	180-day	No															
B	90-day	No															
C	180-day	Yes															
D	90-day	Yes															

**Additional details are in the following sections.**

## Why Long Term Disability Insurance?

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Long Term Disability (LTD) insurance from Standard Insurance Company is designed to pay a monthly benefit to insured *employees* in the event they cannot work because of a disabling sickness or injury. This benefit replaces a portion of monthly income, thus helping eligible *employees* to meet their financial commitments in a time of need. Eligible *employees* may also elect an LTD coverage option that includes an *annuity contribution benefit*. This option allows contributions to a retirement annuity account at TIAA-CREF while also receiving *monthly income benefits*, helping *disabled employees* to also protect their future retirement income.

*Employees* who are not certain that they need LTD coverage should consider if they would be able to meet their financial obligations if they suffered an injury and were unable to work for an extended period of time. Recent statistics have shown:

- On the average, about 2,329 disabling injuries occur every hour during the year. (Source: *Injury Facts*, National Safety Council, 2003)
- 21.3 million or 11.9 percent of all Americans aged 16 to 65 have a disabling condition that affects their ability to work at a job or business. (Source: US Census Bureau, *Disability Status: 2000*, March 2003)
- Nearly one person in five, about 49.7 million Americans, has some type of long lasting condition or disability. (Source: US Census Bureau, *Disability Status: 2000*, March 2003)

By sponsoring an optional group LTD insurance plan from The Standard, Indiana University offers eligible *employees* an excellent opportunity to help protect their income in the event of a disabling event.

## Optional LTD Insurance

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### ELIGIBILITY

Active full-time *employees* of Indiana University are eligible for LTD insurance coverage.

### ENROLLMENT

To become insured, an *employee* must be eligible for insurance and must give *written election* to the *employer*. It is important to give *written election* within 60 days after the date the *employee* becomes eligible. Otherwise, *evidence of insurability* satisfactory to The Standard will be required.

Provided the *employee* is *actively at work* on the date the *employee* becomes eligible, insurance will become effective on the date:

- The *employee* becomes eligible, if *written election* is given to the *employer* on or before that date, or
- The *employer* receives *written election*, if it is given within 60 days after the date the *employee* becomes eligible, or
- The Standard approves *evidence of insurability*, if *written election* is given to the *employer* more than 60 days after the *employee* becomes eligible.

If an *employee* is incapable of *active work* on the date insurance is to begin, it will not become effective until the day after the *employee* has completed one full day of *active work*.

### Active Work Requirement

*Active work* means performing with reasonable continuity, for wages that are paid regularly by Indiana University, the *material duties* of the *employee's normal occupation* at the usual place of work or at any alternate place of work required by Indiana University. For purposes of becoming eligible for insurance, becoming insured and increasing insurance, *actively at work* will include regularly scheduled days off, holidays or vacation days, so long as the *employee* is capable of *active work* on those days and was *actively at work* on the last day required to be at the workplace.

### EVIDENCE OF INSURABILITY REQUIREMENT

*Employees* must provide *evidence of insurability* satisfactory to The Standard and at no cost to The Standard:

- If they give *written election* more than 60 days after the date they become eligible
- If they give a *written election* for a lesser *elimination period*

When *evidence of insurability* is required, complete and submit a Medical History Statement. In some cases, The Standard may request additional medical information or a physical exam.

## Optional LTD Insurance

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### BENEFITS SELECTION

Eligible *employees* may choose one of the following plan options at the time of enrollment:

<b>Option</b>	<b><i>Elimination Period</i></b>	<b><i>Annuity Contribution Benefit</i></b>
A. ....	180 days . . . . .	None
B. ....	90 days . . . . .	None
C . . . . .	180 days . . . . .	10 percent for employees who enrolled on or after July 1, 1999 12 percent for employees who enrolled before July 1, 1999
D . . . . .	90 days . . . . .	10 percent for employees who enrolled on or after July 1, 1999 12 percent for employees who enrolled before July 1, 1999

### WHEN BENEFITS BEGIN

If an *employee* becomes *disabled* and a claim for *monthly income benefits* is approved by The Standard, benefits become payable at the end of the month after the *elimination period*. Depending upon the coverage option elected when the *employee* enrolled in the group LTD plan, the *elimination period* may be 90 or 180 days. This is the number of days during which the *employee* must remain continuously *disabled*. *Monthly income benefits* are not payable during the *elimination period*.

Note: Claims for *monthly income benefits* should be submitted immediately without waiting until the end of the *elimination period*.

### DEFINITION OF DISABILITY

For the *elimination period* and the *normal occupation period*, *disabled* or *disability* means being unable due to sickness, bodily injury or pregnancy to perform with reasonable continuity the *material duties* of the *employee's* *normal occupation*.

For the *any occupation period*, *disabled* or *disability* means being unable due to sickness, bodily injury, or pregnancy to perform with reasonable continuity the *material duties* of any occupation for which the *employee* is reasonably qualified by education, training or experience.

After the *elimination period*, the *employee* may be *disabled* if due to sickness, bodily injury or pregnancy the *employee* is unable to earn 80 percent or more of the *increasing monthly wage base* (or *budgeted base salary*).

The *normal occupation period* is the first 24 months after the *elimination period*. The *any occupation period* begins at the end of the *normal occupation period* and continues while benefits are payable.

At the end of the *normal occupation period*, a claim for *monthly income benefits* is evaluated to determine if the *employee* continues to meet the definition of *disability* applicable during the *any occupation period* and otherwise remains eligible for benefits. However, *monthly income benefits* will not be payable after the normal occupation period if disability is caused or contributed to, by medical or surgical treatment of a mental illness.

## Optional LTD Insurance

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### MONTHLY INCOME BENEFIT AMOUNT

The *monthly income benefit* is a percentage of the *budgeted base salary* (or *monthly wage base*) reduced or offset by *benefits from other sources*. The maximum and minimum *monthly income benefit* amounts for the plan are indicated below.

<b>Benefit Schedule</b>	
Percentage of <i>budgeted base salary</i> .....	60 percent
Maximum <i>monthly income benefit</i> .....	\$10,000
Minimum <i>monthly income benefit</i> .....	\$100 or 10 percent of the <i>monthly income benefit</i> before offsets, whichever is greater

The *monthly income benefit* amount is determined by multiplying the insured *budgeted base salary* by the specified benefit percentage. This amount is then reduced by other income, referred to as *benefits from other sources*, which the *employee* receives or is eligible to receive while *monthly income benefits* are payable.

In the example below, the *monthly income benefit* amount is 60 percent of insured *monthly wage base*. If the *budgeted base salary* before becoming *disabled* was \$2,000 and the *employee* now receives a monthly Social Security disability benefit of \$600 and a worker's compensation monthly benefit of \$200, the *monthly income benefit* would be calculated as follows:

Insured <i>budgeted base salary</i> .....	\$2,000
<i>Monthly income benefit</i> percentage .....	x 60%
	<u>\$1,200</u>
Less Social Security disability benefit .....	- 600
Less workers' compensation benefit .....	- <u>200</u>
Amount of <i>monthly income benefit</i> .....	\$ 400

### Budgeted Base Salary

The *budgeted base salary* (or *monthly wage base*) is 1/12 of the basic annual wage payable by the *employer* at the start of a term of continuous *disability*. Any change in earnings after the last day of *active work* will not affect the *budgeted base salary*. The basic annual wage includes:

- Salary
- Contributions made through a salary reduction agreement with the *employer* to an Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), 408(p) or 457 deferred compensation arrangement; or an executive nonqualified deferred compensation arrangement
- Amounts contributed to fringe benefits according to a salary reduction agreement under an IRC Section 125 plan

If the basic annual wage consists of other than 12 monthly payments, the *budgeted base salary* will be 1/12 of the total annual amount of such payments. If paid hourly, the basic annual wage is based on the hourly pay rate multiplied by the number of hours regularly scheduled to work per month, but not more than 173 hours, multiplied by 12 months.

The basic annual wage excludes overtime pay, commissions, bonuses and other types of extra compensation.

Please contact the University Human Resources Office for additional information regarding what is included in the *budgeted base salary*.

## Optional LTD Insurance

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### **Benefits From Other Sources**

*Benefits from other sources* are benefit amounts available or provided that reduce the amount of the *monthly income benefit*. *Benefits from other sources* may include but are not limited to, the following:

- Social Security or similar benefits that are payable to the *employee* and the *employee's* dependents for disability or retirement on the *employee's* wage record under the Social Security Act of the United States or any similar United States or foreign government program
- Workers' compensation or similar benefits, including amounts for partial or total disability, whether permanent, temporary or vocational, or whether paid either monthly or as a one sum amount, and any form of settlement that is payable under any workers' compensation law or similar law
- Benefit amounts that are payable for disability under any other group insurance coverage
- Benefit amounts that are payable for retirement under the Indiana State Public Employees Retirement Fund to which any employer contributed; amounts payable for retirement will not include those benefits payable based on contributions the *employee* made; regardless of how funds from the retirement plan are distributed, The Standard will consider all contributions by the *employee* and employer to be distributed simultaneously throughout the *employee's* lifetime
- Any amounts paid by compromise, settlement or other method as a result of a claim for any of the above, whether disputed or undisputed

*Benefits from other sources* will not include amounts paid for a continuous disability that starts before a *disability* for which benefits are payable under the *group policy*. In addition, for amounts paid in one sum or by a method other than monthly, The Standard will determine the *monthly income benefit* using a prorated amount and the period of time to which the *benefits from other sources* applies. If no period of time is stated, The Standard will use a reasonable one.

An employee receiving *monthly income benefits* is expected to file for all applicable *benefits from other sources*, including Social Security Disability benefits, and provide a copy of all award or decision letters to The Standard.

Before receipt of the final written decisions on the *benefits from other sources*, except for Social Security Disability, The Standard will estimate the amounts that are payable and will use the estimates to determine the amount of the *benefits from other sources* to deduct from the *monthly income benefit*.

For Social Security Disability benefits, The Standard will not offset estimated amounts if the employee provides timely written proof of application for these benefits, has pursued each and every appeal that is available, and signs an agreement to repay The Standard for the amount of *monthly income benefits* overpaid as a result of any retroactive award of Social Security Disability benefits. An employee may request that The Standard deduct an estimated amount for Social Security Disability benefits from the employee's *monthly income benefit* prior to the actual award and receipt of the Social Security Disability benefit.

For all other *benefits from other sources*, The Standard will offset estimated amounts until the employee provides written proof of the initial denial for these benefits. From that point forward, The Standard will not offset estimated amounts for *benefits from other sources* if the employee provides, on an ongoing basis, written proof that the employee has been declined, has pursued each and every appeal that is available, and signs an agreement to repay The Standard for the amount of *monthly income benefits* overpaid as a result of any retroactive award of *benefits from other sources*.

## Optional LTD Insurance

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If The Standard's estimates of *benefits from other sources* and the actual amounts paid or payable differ, The Standard will adjust *benefits from other sources* accordingly after receiving the final written decisions.

Note: Social Security Disability benefits have a five-month waiting period before they become payable. During this time period, The Standard will not estimate an amount for Social Security Disability benefits nor deduct an amount for these benefits from the employee's *monthly income benefit*.

### MAXIMUM BENEFIT PERIOD

If the *employee* becomes *disabled* before age 60, *monthly income benefits* may continue during *disability* until age 65. If *employee* becomes *disabled* at age 60 or older, *monthly income benefits* continue during a term of continuous *disability* until the following age or time limit:

Age When <i>Disability</i> Begins	Age or Time Limit
Less than age 60	To age 65
60 to 65	.5 years
66	.4 years
67	.3 ½ years
68	.3 years
69	.2 ½ years
70	.2 years
71	.1 ¾ years
72	.1 ½ years
73	.1 ¼ years
74 and over	1 year

### WHEN BENEFITS END

After *monthly income benefits* start, they will continue to be payable each month during a term of continuous *disability*. The last benefit payment will be made as of the first day of the month in which the earliest of these events occurs:

- The *employee* is no longer *disabled*
- The *employee* reaches the age or time limit for which benefits are payable
- The *employee* dies
- The *employee* fails to provide proof of continued *disability* and entitlement to benefits under the *group policy*
- Benefits become payable under any other long term disability plan under which the *employee* becomes insured through employment during a period of temporary recovery
- The *employee* attains the specified time limit (24 months) for disability caused by or contributed to medical or surgical treatment of mental illness

## Optional LTD Insurance

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### ANNUITY CONTRIBUTION BENEFIT

At the time of enrollment, an eligible *employee* may select a benefit option that includes an *annuity contribution benefit* which is payable while an *employee* is *disabled* and receiving a *monthly income benefit*. The amount of the *annuity contribution benefit* is a specified percentage of the *budgeted base salary* as shown in the chart below. This benefit is directly credited to Teachers Insurance and Annuity Association of America (TIAA) and College Retirement Equities Fund (CREF) retirement annuities. Benefit payments to begin on April 1st, if you have been disabled for the preceding 24 months. A lump sum payment equal to 24 months of *annuity contribution benefit* will be paid and monthly payments will continue while receiving LTD benefits, or until *annuity contribution benefit* funds are transferred or withdrawn.

<b>Option</b>	<b><i>Elimination Period</i></b>	<b><i>Annuity Contribution Benefit</i></b>
A. . . . .	180 days . . . . .	None
B. . . . .	90 days . . . . .	None
C . . . . .	180 days . . . . .	10 percent for employees who enrolled on or after July 1, 1999 12 percent for employees who enrolled before July 1, 1999
D . . . . .	90 days . . . . .	10 percent for employees who enrolled on or after July 1, 1999 12 percent for employees who enrolled before July 1, 1999

You are eligible for a cost of living adjustment on your Annuity Contribution Benefit if, on each April 1, you have been disabled for the preceding 3 calendar years and Annuity Contribution Benefits continue to be payable. The Annuity Contribution Benefit will be adjusted by 3 percent each April 1. The maximum payable cost of living adjustment will not exceed \$5,000.

### OTHER FEATURES AND BENEFITS

This LTD coverage has the following features:

- *Monthly income benefit* will be adjusted by 3 percent by the *annual benefit adjustment* beginning on April 1st, if you have been *disabled* for the preceding calendar year..
- A *survivor income benefit* equal to three times the *monthly income benefit* will be paid in a lump sum to *surviving dependent(s)*, if any, if the *employee* dies while *monthly income benefits* are payable, and on the date of death, the *employee* has been continuously *disabled* for at least 180 days.
- It covers *disabilities* that occur 24 hours a day, both on and off the job.
- If premium payments are made with after-tax dollars, *monthly income benefits* are federally tax-free under current federal tax law.
- Disabled *employees* may qualify for *rehabilitation services* that prepare them to work to the fullest extent of their abilities. This may include such services as vocational testing, job preparation, career counseling, retraining or workplace modification.
- If the *group policy* terminates while an *employee* is *disabled*, *monthly income benefits* will continue as long as the *employee* is eligible to receive them.

## Additional Information

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### **COST**

The optional group LTD coverage is paid for by the *employee*. Contact the campus Human Resources Office for monthly premium rate information.

### **EXCLUSIONS**

*Employees* are not covered for a *disability* caused or contributed to by any of the following or medical or surgical treatment of the following:

- A mental or physical condition that is intentionally self-inflicted, while sane or insane
- A mental or physical condition that results from *war* or any act of *war* (declared or undeclared, whether civil or international, and any substantial armed conflict between organized forces of a military nature)
- A mental or physical condition that results from committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot
- A *preexisting condition* unless continuously insured under the *group policy* or the employer's prior long term disability plan for the 12-month period prior to the start of *disability*
- Loss of license or certification

### **Preexisting Condition Definition**

A *preexisting condition* is a mental or physical condition, except for pregnancy, whether or not diagnosed or misdiagnosed, that within the six months prior to the most recent effective date of insurance:

- The *employee* incurred expense, received medical treatment, services or advice, underwent diagnostic procedures, took prescribed drugs or medicine, or consulted a physician or other licensed medical professional
- Was discovered or suspected as a result of any medical examination including a routine examination

### **LIMITATIONS**

*Monthly income benefits* are not payable for any period when the *employee*:

- Is confined in a prison or other correctional facility or in a treatment facility in lieu of being confined in any correctional facility
- Is not participating in a program of rehabilitation service that The Standard determines prepares the *employee* to work to the fullest extent of the *employee's* ability
- Is not under the *regular care* of a *physician*
- Fails to provide proof of *disability* and other required proof
- Fails to comply with The Standard's request to be examined
- Attains the specified time limit (24 months) for disability caused by or contributed to medical or surgical treatment of mental illness

## Additional Information

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### WHEN COVERAGE ENDS

The optional group LTD insurance ends automatically on the earliest of the following:

- The date the *group policy* terminates
- The date the last period ends for which a premium contribution is made
- The date the *employee* stops *active work* in an *eligible class* (which includes ceasing to meet any required *work test*)
- The date the *group policy* is changed to terminate insurance on the class of *employees* to which the *employee* belongs

If an *employee* is no longer *actively at work* due to a leave of absence or a *disability*, ask the *employer* or the *policyholder* for information about options available under the *group policy* for insurance to continue during the leave of absence.

### CONVERSION OF INSURANCE

The *group policy* allows *employees* to convert the group LTD coverage to an individual disability policy without submitting proof of good health. The *employee* must, however, complete the conversion application within 31 days from the date employment terminates. Additionally:

- The *employee* must have been insured under the *group policy* for at least 12 continuous months
- Insurance is ending solely because the *employee* is terminating employment with Indiana University
- Insurance is not ceasing because of the *employee's* retirement
- The *employee* is not *disabled*

### COVERAGE DURING A LEAVE OF ABSENCE

As long as the *employee* continues to remit the required premium, LTD insurance can continue in the following circumstances:

- If the *employee* is on sabbatical leave or leave of absence and receives at least one-quarter pay, LTD coverage may continue until the end of 12 months, or, if earlier, the end of the leave
- If the *employee* is on an approved unpaid leave of absence for full-time study for an advanced degree or work in the field of education or research, then LTD coverage may continue until the end of 12 months, or, if earlier, the end of the leave
- If the *employee* is on an approved Family Medical Leave
- If the *employee* stops working and goes on leave due to a disability, insurance may be continued as long as premiums are paid during the absence; no premiums are due if the *employee* is receiving *monthly income benefits* under the *group policy*

## Applying for Optional LTD Insurance

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To apply for the optional group LTD insurance, complete the Enrollment Form in the enrollment packet and submit it to the University Human Resources Office within 60 days of hire.

*Employees* may apply for the optional group LTD coverage at any time as long as they meet the requirements to become insured. However, if they apply more than 60 days after becoming eligible, satisfactory *evidence of insurability* is required. Coverage subject to *evidence of insurability* is not effective until approved by The Standard.

## Filing a Claim for LTD Benefits

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To file a claim, please contact the University Human Resources Office for an LTD Claim Packet and follow these steps:

1. The *employee* keeps the Instructions, Employee's Statement, both Authorizations to Obtain Information and Attending Physician's Statement, and does the following:
  - Complete, sign and date the Employee's Statement, sign and date the Authorizations to Obtain Information and send these forms directly to The Standard.
  - Complete Part A of the Attending Physician's Statement, give the form, envelope and fraud notice to the physician and instruct the physician to complete Part B and send the form directly to The Standard.
2. The employer completes the Employer's Statement and sends it to The Standard with the following:
  - Job description and/or completed Job Analysis Form
  - Employment application or resume
  - A photocopy of LTD enrollment forms (required when *employee* pays all or part of the premiums)
  - All Enrollment and Change forms and any insurance change forms if the *employee* has Life Insurance with The Standard
  - Documentation of any *benefits from other sources* defined by the *group policy*



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