



Maine Service
Employees Association
Income Protection Plan & Trust

INCOME PROTECTION PLAN

QUESTIONS AND ANSWERS

Maine Service Employees Association
Income Protection Plan
65 State Street
Augusta, Maine 04330-5126
(207) 622-3151
Fax: (207) 621-1475

MSEA INCOME PROTECTION PLAN

A Wage Insurance Program Made Available By Your Union

And at a surprisingly low cost!
Only \$0.40 weekly per \$100 of monthly benefit.

Sick leave is fine, of course, but not everyone is able to save up a substantial backlog. For these reasons because regular dependable income is of maximum importance when non-occupational disability makes it impossible to work...a reliable substitute for salary is a necessity. Thanks to the MSEA Income Protection Plan an answer is available.

HOW DOES THE INCOME PROTECTION PLAN WORK?

You may select any amount of monthly benefit (in multiples of \$100) up to the maximum for which your salary makes you eligible. (See chart on the MSEA Income Protection application card.) The amount of weekly premiums will be deducted from your paycheck and forwarded to the MSEA Income Protection Plan office. If you are filing a claim and off payroll, you must pay the Plan directly. When possible, your MSEA dues and Income Protection premiums will be deducted from your Income Protection benefit.

HOW WILL BENEFITS BE PAID?

Your plan of INCOME PROTECTION will begin to pay monthly benefits following a waiting period of fourteen (14) consecutive days of non-occupational disability during which you are under the care of a licensed physician.

WHO ELIGIBLE?

If you hold a permanent job in a bargaining unit represented by the Maine State Employees Association (MSEA), are employed to work at least 1,040 hours per year, and are a member of the MSEA, you will be eligible to join the MSEA Income Protection Plan, provided that you join the MSEA within 180 days of hire and join the Income Protection Plan within 31 days from the date you become a member of the MSEA.

HOW DO I ENROLL?

Just fill in the blanks on the application card and mail it to the MSEA Income Protection Plan, 65 State Street, Augusta, Maine 04330.

WHEN MUST I ENROLL?

You have 31 days from the date you become an MSEA member, during which you may enroll without furnishing satisfactory evidence of good health (Evidence of Insurability, EOI), provided that you joined MSEA within 180 days of first becoming an employee of a bargaining unit represented by MSEA. The MSEA Income Protection Plan must receive your application within the 31 days. This time limit applies to applications that are either hand-delivered by you or your designee to MSEA or mailed. If mailed, your application must be post-marked within the 31 days.

DO ENROLL IF I DIDN'T JOIN WITHIN THE TIME LIMITS?

Acceptance of your application will be automatic if you enroll promptly as described above.

If you fail to enroll during the 31-day period mentioned above or fail to join MSEA within 180 days of first becoming eligible, you may enroll only upon submission and acceptance of Evidence of Insurability (EOI). You can obtain an Evidence of Insurability form by contacting the MSEA Income Protection Plan office. No physical exam is required. You must answer all questions on the form and return it to the Plan office. Your eligibility to join with an EOI is determined by the Group Underwriting Department of Health Plans, Inc., Contract Administrator for the Plan. It is important to provide accurate information on the EOI form as future claims could be denied if the information provided is not correct.

WHEN MUST ENROLL IF I AM A MEMBER A NEWLY CHARTERED MSEA LOCAL?

If MSEA is your bargaining agent, but you are not covered by a Collective Bargaining Agreement, you have 31 days from the date you become eligible to join the MSEA (either the date your Local is chartered by the MSEA or your date of hire).

HOW DO I FILE A CLAIM?

Obtain a claim form from the MSEA Income Protection Plan office, 65 State Street, Augusta, Maine 04330 or call 1-207-622-3151. Complete your section of the form. Have the "Attending Medical/Mental Health Provider Statement" completed by your medical provider and return it to the MSEA Income Protection Plan office. Claims will be reviewed for accuracy and completeness and forwarded promptly to Health Plans, Inc.'s Claim Center for processing and payment of benefits. If claim for benefits is denied, in whole or in part, you have the right to appeal the denial of benefits.

MAY I APPOINT SOMEONE TO HANDLE MY BUSINESS REGARDING MY INCOME PROTECTION CLAIM IF I AM UNABLE OR UNAVAILABLE TO DO SO?

Yes - you must provide the person's name, address and telephone number in writing to the MSEA Income Protection Plan. In addition, the person appointed by you must provide your social security number when contacting the Plan.

HOW LONG CAN I COLLECT BENEFITS?

Up to twelve (12) full months of benefits, after satisfying a fourteen (14) day waiting period, for each separate non-occupational cause of disability.

CAN MY BENEFITS BE REDUCED BY OTHER COVERAGES?

Yes - Disability Retirement and Regular Retirement: If your medical provider indicates that you are no longer able to return to work and you are eligible to apply for Disability Retirement benefits or Regular Retirement benefits, the MSEA Income Protection Plan will only pay benefits through the first six (6) months of disability at which time benefits will be suspended. If your medical provider does not determine that you are permanently disabled within the first six (6) months but advises you after the sixth (6th) month that you are no longer able to work, Income Protection benefits will be immediately suspended.

Any benefits payable under the Plan from the beginning of the seventh (7th) month through the twelfth (12th) month of disability will be determined after you receive notification of the amount of your Disability Retirement or Regular Retirement benefits and forward a copy of your retirement benefits calculation to the Plan.

Disability Retirement: Any Income Protection benefits payable under the Plan beginning with the seventh (7th) month through the twelfth (12th) month will be reduced by any Disability Retirement benefits to which you become entitled. You will be required to complete a Subrogation Reimbursement Agreement, after receiving six (6) full months of benefits as described below.

Regular Retirement: Any Income Protection benefits payable under the Plan beginning with the seventh (7th) month through the twelfth (12th) month, up to the lesser of the Income Protection benefits received or the Retirement benefits to which you become entitled, or as to which you personally would become entitled if your application for same were submitted and approved by a federal, state, county or municipal retirement system (including without limitation the Maine Public Employees Retirement System). This means that your benefits under the Plan will be reduced automatically, no matter whether you apply for retirement benefits or not, if you are eligible for Regular Retirement after you have received six (6) months of benefits under this Plan.

Yes - Early Retirement: If you file for retirement benefits from the Maine Public Employees Retirement System, or any other retirement plan, before you are eligible for Regular Retirement (which is generally referred to as "Early Retirement"), any benefits payable under the Plan from the beginning of the seventh (7th) month through the twelfth (12th) month of disability will be reduced by the amount of the Early Retirement benefits you receive. This reduction applies even if you apply for Early Retirement benefits after your disability ends or after the end of the twelfth (12th) month of disability, if your early retirement application is granted retroactive to a date after the seventh (7th) month during which you received benefits under the Plan. You will be required to complete a Subrogation Reimbursement Agreement after receiving six (6) full months of benefits as described below.

In the event you are eligible to receive or you apply for Disability Retirement benefits, Early Retirement benefits or Regular Retirement benefits, you will be required to complete a Subrogation Reimbursement Agreement, after receiving six (6) full months of Income Protection benefits. This Subrogation Reimbursement Agreement will include your legal promise to reimburse the MSEA Income Protection Plan for any benefits received beginning with the seventh (7th) month through the twelfth (12th) month of disability, up to the lesser of the Income Protection benefits received or the retirement benefits to which you become entitled. The Subrogation Reimbursement Agreement also states that you will authorize any third party that is to issue retirement benefits to you at any time in the future, to withhold from your benefits and directly reimburse the MSEA Income Protection Plan any amounts you received from the Plan beginning with the seventh (7th) month through the twelfth (12th) month as described above.

Yes - Rehired employees: If you are rehired within 31 days after you retire under the Maine Public Employees Retirement System, you are eligible to continue to participate in the Plan, but you must notify the MSEA Income Protection Plan if there is a decrease in

your rate of earnings upon your rehire. (See "What Happens If My Salary Decreases" below.) If you are rehired more than 31 days after you retire, you will need to file a new application to participate in accordance with the Initial Eligibility rules for the Plan. If, after your rehire, you are absent from work due to total disability as a result of a non-occupational illness or a non-occupational accidental injury, and you are unable to perform the duties of your occupation, the Plan will pay the Monthly Disability Income Benefit for which you are enrolled (but not more than the maximum amount you are entitled to receive based upon your post-rehire rate of earnings) after a fourteen (14) day waiting period. Any benefits payable under the Plan from the beginning of the seventh (7th) month through the twelfth (12th) month of disability will be automatically reduced by the amount of the retirement benefits you are then receiving from the Maine Public Employees Retirement System.

No - Your Income Protection benefits will not be reduced by any vacation or sick leave monies you receive.

WILL FAMILY LEAVE AFFECT MY INCOME PROTECTION BENEFITS?

No - you will still receive Income Protection benefits if you are ill.

WILL INCOME PROTECTION BENEFITS BE PAID IF I STAY OUT OF WORK TO TAKE CARE OF ANOTHER PERSON WHO IS ILL?

No - this is insurance on the employee and the employee must be totally disabled - unable to do any or all of the duties of their occupation. You must also be under the care of a licensed medical provider. A second opinion may be requested at the expense of the Plan in an attempt to regulate these claims.

IS MATERNITY COVERED?

Yes - maternity is treated the same as if your disability had been caused by sickness. However, Income Protection benefits will be paid for a period of six (6) weeks post-partum less the 14-day waiting period. Benefits may be extended for medical reasons.

CAN I RECEIVE BENEFITS FOR MENTAL HEALTH, NERVOUS, AND STRESS CONDITIONS?

Yes - however, the disability due to any of these conditions must be certified by a licensed mental health professional, and disability claims must show that the participant is receiving active treatment.

WHAT HAPPENS IF I HAVE A WORK-RELATED SICKNESS OR INJURY?

The MSEA Income Protection Plan does not provide benefits for work-related sickness or injury. You must file a Workers' Compensation claim with your employer. If you receive benefits from the Plan while awaiting the disposition of your Workers' Compensation claim, you must repay the Plan if you receive any type of workers' compensation settlement, i.e. wages, reinstatement of lost work time, and payment of medical bills.

If your disability is a work-related sickness or injury, you must complete a Subrogation Reimbursement Agreement which authorizes any responsible third party or their insurer, Workers' Compensation carrier, or the representing attorney to reimburse the MSEA Income Protection Plan directly for any Income Protection benefits that you received while awaiting a decision from Workers' Compensation.

Furthermore, this agreement states that you agree to repay any remaining balance over and above any reimbursement from the third party.

ARE BENEFITS TAXABLE?

No - according to the Internal Revenue Code in the case of disability coverage, the portion of benefits purchased by the employee is not part of taxable income. If your employer paid your premiums, the Income Protection benefits received would be taxable.

WHAT HAPPENS IF MY SALARY INCREASES?

If you are at the maximum of your salary class and a salary increase makes you eligible for a higher class, you need only submit a new application indicating your new annual salary. The new application must be submitted within 31 days from the date the increase appears in your paycheck. However, if you are below the maximum Income Protection benefit of your salary class, you may submit an application to increase coverage by a maximum of \$200, subject to the Plan maximum. Increases in excess of \$200 are subject to the completion and acceptance of an Evidence of Insurability (EOI) form, which can be obtained from the MSEA Income Protection Plan office.

WHAT HAPPENS IF MY SALARY DECREASES?

You must notify the Plan and submit a new application indicating your new annual salary immediately after the date the decrease is reflected in your paycheck. If you fail to notify the MSEA Income Protection Plan within the time limit and file a claim for benefits, your benefit amount will be reduced to reflect your reduced salary amount and any overpayment of premiums will be refunded to you.

CAN I INCREASE MY COVERAGE WITHOUT A SALARY INCREASE IF I AM BELOW MY MAXIMUM BENEFIT COVERAGE?

You may complete and submit an Evidence of Insurability (EOI) form to request an increase in coverage up to your plan maximum. Your request to increase coverage will be subject to a review of your medical history and approval based upon Group Underwriting guidelines.

IF I SELECT LESS THAN THE BENEFIT AMOUNT FOR WHICH MY SALARY QUALIFIES ME, MAY I CHANGE FROM THAT BENEFIT CLASS TO A HIGHER BENEFIT CLASS?

1. Without a salary increase? Yes, providing you submit an Evidence of Insurability (EOI) form and it is accepted by the Group Underwriting Department of Health Plans, Inc.

2. With a salary increase? Yes, but the most you can increase your benefit without Evidence of Insurability would be the amount for which you become eligible; but no more than \$200 as a result of your salary increase. Any additional amount would be subject to Evidence of Insurability.

EXAMPLE: You receive a pay raise and currently have a \$300 benefit but are eligible for a \$700 benefit. You may have \$200 additional benefit with no Evidence of Insurability (to \$500 per month). An increase in coverage to \$600 or \$700 would require satisfactory Evidence of Insurability.

Revised: 2/8/17



MSEA INCOME PROTECTION PLAN APPLICATION

65 State Street, Augusta, ME 04330 622-3151 / Fax 621-1475

Name: _____ Soc Sec # _____

Address: _____ City, St: _____ Zip: _____

Date of Birth: _____ Work Phone: _____ Home Phone: _____

New Member: Yes No Date of Hire: _____

Salary Increase: Yes No First check date with pay increase: _____

I certify that I am regularly scheduled to work at least six (6) months (1040 hours) per calendar year and I am in Salary Class _____ as shown on the Eligibility Class Chart below. I desire to be covered for \$_____ of monthly income benefit and hereby authorize my employer to withhold, from my payroll, the amount necessary to make my coverage effective.

I hereby acknowledge that the MSEA Income Protection Plan does not provide benefits for absences arising from work-related or military-related illnesses or injuries. In addition, I acknowledge that, if I need to retire from a disability, benefits will be paid in accordance with the Plan Document.

Signature: _____ Date: _____ Dept: _____ Employer: _____

Income Protection premiums are set at a flat rate of \$0.40 per week for each \$100.00 of monthly coverage. For example, if you select \$1,200.00 of monthly coverage, the premiums would be calculated as

$\$0.40 \times 12 = \4.80 per week. **Calculate on Base Salary and guaranteed income only. No Overtime.**

If you are paid bi-weekly, you would double this amount to determine the deduction from your paycheck.

Salary Class	If Your Salary is	You may have Income Protection in \$100 increments	
		From	To
A	Up to \$ 9,000.00	\$ 100.00	\$ 400.00
B	\$ 9,000.00 to \$ 10,800.00	\$ 100.00	\$ 500.00
C	\$ 10,800.00 to \$ 12,600.00	\$ 100.00	\$ 600.00
D	\$ 12,600.00 to \$ 14,400.00	\$ 100.00	\$ 700.00
E	\$ 14,400.00 to \$ 16,200.00	\$ 100.00	\$ 800.00
F	\$ 16,200.00 to \$ 18,000.00	\$ 100.00	\$ 900.00
G	\$ 18,000.00 to \$ 19,800.00	\$ 100.00	\$ 1,000.00
H	\$ 19,800.00 to \$ 21,600.00	\$ 100.00	\$ 1,100.00
J	\$ 21,600.00 to \$ 23,400.00	\$ 100.00	\$ 1,200.00
K	\$ 23,400.00 to \$ 25,200.00	\$ 100.00	\$ 1,300.00
L	\$ 25,200.00 to \$ 27,000.00	\$ 100.00	\$ 1,400.00
M	\$ 27,000.00 to \$ 28,800.00	\$ 100.00	\$ 1,500.00
N	\$ 28,800.00 to \$ 30,600.00	\$ 100.00	\$ 1,600.00
P	\$ 30,600.00 to \$ 32,400.00	\$ 100.00	\$ 1,700.00
Q	\$ 32,400.00 to \$ 34,200.00	\$ 100.00	\$ 1,800.00
R	\$ 34,200.00 to \$ 40,000.00	\$ 100.00	\$ 1,900.00
S	\$ 40,000.00 to \$ 45,000.00	\$ 100.00	\$ 2,000.00
T	\$ 45,000.00 to \$ 50,000.00	\$ 100.00	\$ 2,100.00
U	\$ 50,000.00 to \$ 55,000.00	\$ 100.00	\$ 2,200.00
V	\$ 55,000.00 to \$ 60,000.00	\$ 100.00	\$ 2,300.00
W	\$ 60,000.00 and over	\$ 100.00	\$ 2,400.00



M.S.E.A INCOME PROTECTION PLAN & TRUST

65 State Street, Augusta, Maine 04330
(207) 622-3151 / (207) 621-1475 (FAX)

PRELIMINARY STATEMENT OF DISABILITY

PLEASE PRINT CLEARLY

Section 1 – Employee Information

Name: _____ Social Security #: _____
 Mailing Address: _____ City: _____ State: _____ Zip: _____
 Date of Birth: _____ Phone #: (H) _____ (W) _____ E-Mail _____
 Last Date Worked: _____ Dept: _____ Occupation: _____
 Date Injury/Illness Began: _____ Date of First Medical Treatment: _____
 Name/Phone of Medical/Mental Health Provider: _____
 Describe Injury/Illness: _____
 If injury, please explain where, when, and how you were injured: _____
 Have you filed a Worker’s Compensation claim for this condition? Yes No
 Have you ever served in the Military? Yes No

I hereby certify that I have answered all questions truthfully and to the best of my knowledge. I have signed the medical release and subrogation agreements on the reverse side of this form.

Employee Signature: _____ Date: _____

Section 2 – Attending Medical/Mental Health Provider Statement

Diagnosis (Include ICD 10 Codes): _____

 List Surgical Procedures, if any: _____
 If pregnancy, Estimated Date of Delivery: ___/___/___ Actual Date of Delivery: ___/___/___
 Date Injury/Illness Occurred: ___/___/___ Date Patient First Consulted You: ___/___/___
 Dates of Treatment: (Office) _____ (Hospital) _____
 Is Patient Totally Disabled from Performing His/Her Job? Yes No
 Is Condition Due to Patient’s Employment? Yes No
 Is Patient Still Under Your Care for Condition? Yes No Date of Next Appt: ___/___/___
 Dates of Continuous Total Disability: From ___/___/___ Through ___/___/___*
 * If unknown at this time, please estimate approximate length of disability period _____

Please type or print

Provider’s Name: _____ Telephone #: _____
 Address: _____ City _____ State _____ Zip _____
 Provider’s Signature: _____ Date: _____

Section 3 – MSEA Income Protection Plan – Office Use Only

Department: _____ Social Security #: _____ Payroll: _____
 Date Employed: _____ Date Joined IP: _____ Open Enrollment? Yes No
 Eff Date of Last Change: _____ Monthly Benefit: \$ _____ OE Inc? Yes No
 IPPT Personnel Signature _____ Date _____

Please return the completed form to the MSEA Income Protection Plan at the address above. Incomplete forms will be returned for completion and will delay processing of benefits.

NAME: _____

Soc Sec #: _____

Release of Information

I authorize the MSEA Income Protection Plan & Trust or its designees, all health providers, third party payers, utilization review agencies, my employer, my attorney, and state or federal agencies to exchange all demographic, medical, mental health, AIDS and HIV, and substance abuse information necessary for claims processing, clinical studies, care management, plan administration, benefit determination or resolution of subrogation and workers' compensation issues. I understand any such information will be used only after issuance of coverage and will have no effect on determination of eligibility to enroll.

I give this consent for myself and my successors, heirs and assigns. (I understand that failure to sign this unmodified authorization may be basis for benefit denial.) I understand I am entitled to receive a copy of this authorization. I further understand that this authorization will remain in effect until coverage under this plan ends or I give written notice to the MSEA Income Protection Plan that I want to revoke this authorization. I understand that revocation of this authorization may be a basis for denying benefits.

I also agree a photostatic copy of said authorization shall be as valid as the original.

_____/_____/_____
Date

Signature of Plan Participant

Witness' Signature

A. Workers' Compensation Agreement

I, _____, have read and understand the terms outlined in the Workers' Compensation clause of the General Accident and Sickness Provisions section of the Summary Plan Description. In the event any evidence is produced from any source to support a claim for Workers' Compensation benefits, I agree to follow said terms outlined in the Summary Plan Description. I understand that failure to supply required information may result in suspension of benefit payments until the information is provided.

B. Subrogation Reimbursement Agreement

I, _____, agree that, by accepting benefits under the MSEA Income Protection Plan for an injury or sickness arising out of or in the course of employment, I will reimburse the Contract Administrator the total amount of Income Protection Plan benefits I receive in the event my workers' compensation claim is approved or validated. My claim for workers' compensation will be deemed to have been approved if I receive any monetary amount or non-monetary compensation arising out of my work-related injury or sickness, including, but not limited to, re-instatement of leave time, payment of medical expenses (in whole or in part), or the receipt of any other benefit, whether by judgment, decree, settlement or otherwise. The recipient of such recovery may be me, my heirs, or any vendor being reimbursed for services performed or expenses incurred associated with the injury or sickness.

I also authorize any responsible third party or their insurer, workers' compensation carrier, or the representing attorney to reimburse the MSEA Income Protection Plan directly for benefits I receive as an alternative to reimbursing me, but only to the extent of any benefits received by me, my dependents or my heirs under the Income Protection Plan. In the event that I violate or breach the terms of this Subrogation Agreement, I agree to pay all costs and expenses, including reasonable attorneys' fees, for the enforcement of this Agreement by the MSEA Income Protection Plan.

_____/_____/_____
Date

Signature of Plan Participant

Witness' Signature

Designated Representative (Complete this section to assign someone other than yourself, i.e. spouse, child, parent, etc., the right to discuss any and all aspects of your claim with MSEA Income Protection Plan representatives.)

Name of Representative: _____

Relationship: _____

Telephone #: _____

_____/_____/_____
Date

Signature of Plan Participant

Witness' Signature



M.S.E.A. INCOME PROTECTION PLAN & TRUST

65 State Street, Augusta, Maine 04330
(207) 622-3151 / (207) 621-1475 (FAX)

INSTRUCTIONS AND INFORMATION FOR FILING A CLAIM

- 1) Complete Section 1 of the claim form. Be sure to sign and date the form.
- 2) Complete the back of the form. The Release of Information allows us to obtain the required information to process your claim. The Workers' Compensation section must be signed even if your disability doesn't appear to be work related. The Designated Representative section is voluntary but necessary if anyone other than yourself will be calling about your claim.
- 3) Have your attending medical or mental health provider complete Section 2 of the claim form.
** If you have seen more than one provider, please include a copy of any doctor's note that verifies the period of disability.
- 4) When the claim form is complete, return it to the MSEA Income Protection Plan at the address on the form.
**Incomplete information on your claim form could result in a delay of benefit payments.
Please do not return the form until you are actually out of work.**
- 5) You will be required to submit additional medical information on a monthly basis.
- 6) When you are released to return to work, call the Income Protection Dept at MSEA and mail a copy of your doctor's note.

*****NOTE*****

If you exhaust your sick leave, vacation time, etc. and/or you are no longer on payroll, your MSEA dues and Income Protection premiums will be deducted from your benefit check. In the event these amounts are not withheld from your benefit check, you will be billed directly.

IMPORTANT INFORMATION

Retirement:

If you are filing an Income Protection claim and you retire either due to your disability or retire while filing an Income Protection claim, the Income Protection Plan will pay up to six (6) full months of benefits after satisfying a fourteen (14) day waiting period. If you are disabled beyond that six-month period, benefits will be suspended until a decision is made on the retirement request. If the retirement application is accepted, the Income Protection Plan will only make payments of the 7th through 12th months if the retirement benefit is less than the Income Protection benefits. If the retirement application is denied, the Income Protection Plan will pay the benefits in full for the 7th through 12th months or until the end of the disability, whichever is less. In the event that Income Protection benefits have been paid beyond the 6th month before the application for retirement is filed, benefits will immediately be suspended and up to 100% of the benefits paid for the 7th through 12th months may become reimbursable to the Income Protection Plan upon acceptance of retirement.

Workers' Compensation:

You may file for Income Protection benefits if your claim for Workers' Compensation benefits has been controverted and you are awaiting a final decision. Prior to receiving benefits, you must sign an agreement to reimburse the Income Protection Plan for all benefits advanced to you if you are found eligible for any Workers' Compensation benefits and you must supply the Income Protection Plan with a copy of the Notice of Controversy you received from Workers' Compensation. In addition, you will be required to supply the Plan with written monthly updates on your Workers' Compensation claim including copies of any letters received from Workers' Compensation.

Mental Health, Nervous, & Stress Conditions:

Disabilities due to these conditions must be certified by a licensed mental health professional and your disability claim must show that you are receiving active treatment for your condition.