

Chapter 10

Disability Waiver of Premium Benefit

This benefit provides for continued coverage without further payment of premiums for an employee who becomes totally disabled while insured under this policy and prior to attaining age seventy (70).

A. Definition of Disability

An insured employee is considered to be totally disabled if, as a result of bodily injury or disease, he or she is wholly prevented from performing any work or engaging in any occupation for remuneration or profit and is likely to remain so disabled for an indefinite period of time. The employee is required to submit medical evidence acceptable to Securian showing the date that total disability began or was diagnosed and that the employee is totally disabled from any gainful occupation and is likely to remain disabled for an indefinite period of time.

An employee shall also be deemed to be disabled for the purposes of this policy if the employee has qualified for a disability annuity under [Wis. Stats. § 40.63](#) or an LTDI benefit under [Wisconsin Administrative Code ETF 50.50](#) for as long as the insured qualifies for a disability annuity or LTDI benefit. Further proof of disability shall not be required while the insured qualifies for LTDI or disability annuity benefits.

An employee is ineligible for a waiver of premium if employment was terminated for reasons other than disability.

B. Filing a Disability Waiver of Premium Claim

A claim for waiver of premium on [Request for Disability Premium Waiver \(ET-5306\)](#) form must be submitted to Securian within thirty-six (36) calendar months after the last day for which earnings are paid for an employee who leaves work due to disability. Insured employees who are on a leave of absence are eligible to submit a claim if they become disabled as defined in this section during the leave of absence and insurance is in force.

Employers are not required to make a medical judgement regarding the disability or evaluate the employee's potential for rehabilitation.

The employer must continue to remit premiums for employer-paid coverage and the employee must continue to remit premium payments for all amounts of employee-paid coverage until Securian approves the claim. Premiums that were paid after the effective date of the premium waiver will be refunded.

An insured employee will be granted a waiver of premium only if he or she becomes totally disabled as defined above while coverage is in force at the time the disability

commences and prior to age seventy (70). Coverage must have been in force continuously from the date of onset of the disability to the date the waiver of premium is approved.

Securian sends a letter to both the employer and the employee notifying them of the claim decision and certifying the life insurance coverage during disability.

If the claim is approved, the effective date of the premium waiver will be the first of the month following the date the disability began, or the date the employee is no longer receiving earnings or other earned income from any gainful occupation (last date paid), or the date of the LTDI or disability annuity approval, whichever is later.

The insurance shall remain in force while the premiums are waived. Insurance shall continue during the continuance of disability even if the person insured ceases to be an employee of a participating employer.

Except for those who qualified for a disability annuity or LTDI benefit as described above, the employee shall submit proof of disability to Securian at Securian's request. Securian shall also have the right and opportunity to have medical examiners designated by Securian examine the employee when and as often as it may reasonably require during the employee's disability, but not more than once each year after insurance has been extended under this section.

Employees receiving Duty Disability benefits under [Wis. Stats. § 40.65](#) do not automatically qualify for a life insurance premium waiver.

Note: An insured employee, annuitant, spouse/domestic partner, or dependent who is terminally ill may wish to apply for living benefits. See Chapter 9 for more information.

C. Amount of Insurance

During the period of disability in which premiums are waived, the amount of insurance shall be the same as the amount of insurance at the date of onset of the disability. If an employee's insurance is continued in force under this section, any spouse and dependent life insurance shall also continue in force without payment of premium.

For purposes of determining the amount of post-retirement coverage, it shall be assumed that a person insured under a waiver or premium retires upon attainment of age sixty-five (65). The amount of Basic Insurance shall then be reduced according to the "Continuing Coverage Table" in Chapter 15 in accordance with [Wis. Stats. § 40.72\(2\) and \(3\)](#). All other insurance will terminate upon the date the insured reaches age sixty-five (65) if it has not already terminated or been cancelled.

If the insured dies while waiver of premium is in effect and while remaining continuously disabled, then upon due proof of death, Securian will pay the amount of insurance in force to the beneficiary.

D. Termination of a Disability Waiver of Premium Benefit

If the insured employee is receiving an LTDI benefit as provided under [Wisconsin Administrative Code ETF 50.50](#), or a disability annuity benefit as provided under [Wis. Stats. § 40.63](#), premiums shall be waived for all insurance under this section until the date the insured's LTDI benefit is terminated, or disability annuity is terminated, unless the insured submits proof of disability to Securian.

However, if the insured employee attains age sixty-five (65) while receiving an LTDI benefit or disability annuity benefit, the waiver of premium ends and the insured may qualify to be covered as provided in Chapter 15, "Maintaining Coverage After You Terminate Employment".

If the insured is not receiving an LTDI benefit or disability annuity benefit, then premiums shall be waived for all insurance under this section until the earliest of:

1. The date the insured is able to return to gainful occupation; or
2. Sixty (60) days after a request by Securian for an examination or proof of disability if the insured refuses to be examined as required above or fails to furnish proof of continued total disability, unless it can be shown conclusively not to have been reasonably possible to undergo such examination or to provide such proof and Securian's request for an examination or proof is complied with as soon as reasonably possible; or
3. The end of the month in which the employee's insurance reduces in accordance with the Program. If eligible, the insured may then be covered under the Basic insurance as provided under the Continuing Coverage Table in Chapter 15, "Maintaining Coverage After You Terminate Employment."

If the extension of insurance without payment of premiums under this section is terminated because the approved waiver of premium ceases, the employee shall be entitled to the rights and benefits under the section entitled "Conversion Privilege," together with insurance protection during the thirty-one (31) day period allowed for conversion as if employment had then terminated, unless during that period the insured returns to work, continues to be on an approved leave of absence or qualifies for continuation of insurance as provided in [Wis. Stats. § 40.72\(4\)](#).

E. When Employee Returns to Work

The employer must notify Securian of the return to work.

The employee may enroll for any new coverage levels that may have been added or that he or she became eligible for while the premiums were being waived.

If the employee returns to work and is still receiving an LTDI benefit under [Wis. Stats. § 50.50](#), the life insurance waiver of premium remains in force until the LTDI benefits are terminated. The employer should not collect premium until the LTDI benefits are terminated.