



## LIMITATIONS AND EXCLUSIONS

The **Texas Income Protection Plan**<sup>SM</sup> (**TIPP**) has certain limitations and exclusions, or rules, when disability benefits wouldn't be payable. The TIPP limitations and exclusions are listed below and in the **Master Benefit Plan Document**.

Benefits shall not be payable for:

Any Total Disability of an Employee which begins during the first six months that the Employee's coverage is in force, that is caused or contributed to by, or is a consequence of, an Injury or Sickness for which the Employee received medical treatment, or services, or took prescribed drugs or medicines during the three-month period immediately before the effective date of such coverage. If the Employee was required to provide Evidence of Insurability as described in Article II above, the three-month period will be the three months immediately prior to the date the Employee's application for coverage was signed. This exclusion shall also apply to any coverage election made during Annual Enrollment or due to a QLE and is effective the first date such coverage would have been effective.

This exclusion shall not be applicable:

1. After the Employee has been Actively at Work for six complete and consecutive months following the effective date of coverage; or
  2. After the Employee's coverage has been continuously in force for 12 months; or
  3. Unless an Employee elected to continue coverage during Leave Without Pay status by paying premiums directly to ERS, upon reinstatement of an Employee's coverage which was suspended due to a Leave Without Pay status, provided that immediately prior to the effective date of such suspension the Employee had been Actively at Work for six complete and consecutive months or the Employee's coverage had been continuously in force for 12 months. If immediately prior to the effective date of such suspension either the Employee had not been Actively at Work for six complete and consecutive months or the Employee's coverage had not been continuously in force for 12 months, following reinstatement of coverage the Employee must complete the balance of any such period not previously satisfied before this exclusion will not be applicable.
- A. Any Total Disability, during which the Employee is not under the regular care and attendance of an Approved Practitioner, is not receiving appropriate care which meets national and community medical standards and/or is not following the treatment prescribed by an Approved Practitioner which would be expected to restore the Employee's ability to engage in compensated employment.
  - B. Any Total Disability resulting from war or any act of war, declared or not.
  - C. Any Total Disability resulting from injuries sustained or sickness occurring while the Employee is in the service of the armed forces of any country or international authority.
  - D. Any Total Disability resulting from intentionally self-inflicted injuries (occurring while the Employee is sane or insane).

Any Total Disability in excess of 24 months after the waiting period for Long-Term Disability, if such Total Disability is due to neuroses, psychoneuroses, psychopathies, psychoses, or any other mental and emotional diseases or disorders of any type unless the Employee is confined due to the foregoing cause or causes in a hospital or institution licensed to provide care and treatment for such cause or

causes, in which case benefits will continue until release from such hospital or institution, subject to the Maximum Benefit Period.

- E. Any Total Disability in excess of 24 months after the waiting period for Long-Term Disability, if such Total Disability is due to a substance abuse disorder or a co-morbid condition resulting from a substance abuse disorder of any type unless the Employee is confined due to the foregoing cause or causes in a hospital or institution licensed to provide care and treatment for such cause or causes, in which case benefits will continue until release from such hospital or institution, subject to the Maximum Benefit Period
- F. Benefits are not payable for any period during which the Employee is confined to a penal or correctional institution if the period of confinement exceeds 30 days.
- G. Any disability income benefit provided by Short-Term Disability and/or Long-Term Disability for which the Employee has not applied or is not making his or her required contribution at the time of his total disability.
- H. Any Total Disability caused by, resulting from or contributed to by any Sickness or Injury which occurs while the Employee is engaged in any type of felonious activity, or which results from, arises out of or is related to, any type of felonious activity in which the Employee is or was engaged. Conviction of a felony is not necessary for a determination of a loss resulting from felonious activity.
- I. Any Total Disability caused by, resulting from or substantially contributed to by the Employee being intoxicated by reason of alcohol or drug use, or a combination thereof. "Intoxication" shall have the meaning assigned in Section 49.01, Texas Penal Code, as may be amended. Conviction of a crime related to intoxication is not necessary for a determination of loss resulting from intoxication. This exclusion is applicable whether or not the loss is related to the operation of a motor vehicle.
- J. Any Total Disability resulting from Sickness or Injury which results from the Employee being an organ donor.
- K. Any Total Disability resulting from cosmetic procedures, which are procedures or services that change or improve appearance without significantly improving physiological function, as determined by the Plan.
- L. Any Total Disability in excess of 24 months after the waiting period unless the Employee is physically or mentally unable to hold any position offering comparable pay. The Employee's education, training, and experience must be considered when making a determination of incapacity under this definition. "Comparable pay" means 80 percent (80%) or more of the Employee's final covered employment base pay before deductions for taxes or deferred compensation under state and federal law, including any longevity or hazardous duty pay, but excluding the monetary value of any insurance or retirement benefits. Comparable pay may be adjusted by Plan to account for adjustments in the Employee's pay rates.

Please refer to the **Master Benefit Plan Document** for more information.

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## Disclaimer

This ERS **Texas Income Protection Plan<sup>SM</sup> (TIPP)** document highlights benefit provisions offered to participants in the Texas Employees Group Benefits Program (GBP). This document doesn't imply eligibility or participation in the disability benefit plans, and it is not intended to affect the plans' eligibility rules, benefits, conditions, or limitations. It doesn't cover every detail, and it's not a contract between you and ERS.