

**Plan Summary for  
FULL TIME  
Unified Court System  
Employees  
Represented by CSEA, Inc.**



**Contract Term  
4/1/11 – 3/31/17**

**CSEA**   
**EMPLOYEE**  
**BENEFIT FUND**



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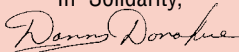
Dear Unified Court System Employees:

As Chairman of the CSEA Employee Benefit Fund, I am pleased to provide you with this booklet that contains important information on the benefits negotiated by CSEA and provided by the Fund.

Our goal is to encourage you to maintain your health and well-being by providing benefits that are carefully designed with you and your family in mind. Please take the time to read this booklet carefully to become familiar with your benefits.

I wish you every success and good health in the coming months and years.

In Solidarity,



Danny Donohue  
Chairman

## UNIFIED COURT SYSTEM EMPLOYEES

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### GENERAL INFORMATION

#### Who Is Eligible

##### Full-Time Employee

- If you are a full-time employee in the Unified Court System bargaining unit represented by CSEA.

##### Part-Time Employee

- Part-time employees of the Unified Court System are entitled to the Sunrise Dental Plan *only*.

**NOTE: An employee/retiree may not be covered both as an employee/retiree and as a dependent of an employee/retiree. A member who has a spouse eligible for coverage is not eligible to cover a domestic partner. If member and spouse/domestic partner are Fund members, coverage for children may not be claimed under both.**

##### Dependents

- Your dependents become eligible at the same time you do. Dependents include:

##### Spouse

- Your spouse. This includes a person of the same sex to whom the covered employee was married in a jurisdiction permitting same sex marriages. A spouse can be removed upon entry into a legal separation. If you become divorced, **you must** remove your ex-spouse upon the finalization of divorce.

##### Domestic Partners

- 18 years of age or older;
- Unmarried and not related by marriage or blood in a way that would bar marriage;

- Residing together;
- Involved in a committed (lifetime) rather than casual relationship;
- Mutually interdependent financially

The Partners must be each other's sole domestic partner and must have been involved in the domestic partnership for a period of not less than 6 months. EBF members who wish to obtain benefits for their domestic partners are eligible to do so based on the same eligibility criteria and application process used for health insurance enrollment.

### **Children**

- Unmarried children under the age of 19, including legally adopted children, stepchildren and children of domestic partners, who permanently reside with you.
- Your legal ward under the age of 19 who permanently resides with you pursuant to a court order awarding legal guardianship to you and is supported by you and your spouse/domestic partner.
- Any child or ward described above, regardless of age, who is incapable of self support by reason of mental or physical disability, provided he or she became disabled prior to reaching the age of 19.
- **Any child or ward described above under the age of 25 who is a full time student** (minimum of 12 undergraduate or 6 graduate credit hours) enrolled in a regionally accredited college or university and working toward a Bachelor's Degree (e.g., B.A. or B.S.), Master's Degree (e.g., M.A. or M.S.) or Associate's Degree (e.g., A.A. or A.S.). Technical courses of short duration do not qualify, even if a diploma is awarded. The Fund requires that current proof of student status be provided annually (letter or statement from the college's Registrar's Office or completion of the Student Status Form available from the Fund).

**NOTE: Our Student Status Form is used only to update/validate the CSEA EBF dependent student eligibility file. Your Health Insurance carrier may require different or additional evidence of dependent student enrollment. We suggest that you obtain a letter of student enrollment from the school registrar to avoid delays in processing health insurance claims for your child.**

### **Enrollment**

Coverage under the Plans offered by the CSEA Employee Benefit Fund is not automatic. You must first ENROLL yourself and your dependents in the Fund. There is one enrollment form which enrolls you in the Fund. If you have not already done so, you

can obtain an enrollment form by calling the Fund at **1-800-323-2732**. You can also visit **www.cseaebf.com** to use the “enroll online” option. You can also download an enrollment form from the website for later submission.

Enrollment in the Plan does not vest any right in the covered employee except the right to receive benefits under the Plan only so long as payments are being received by the Fund on behalf of the employee. Return the completed enrollment form and any additional information required by the Fund.

#### **How to enroll a Domestic Partner:**

- Members must contact their Agency’s Health Benefits Administrator (HBA) for an enrollment package.
- The NYS Dept. of Civil Service will forward to the Benefit Fund a list of employees with eligible domestic partners.
- Upon receipt of this list, the Fund will mail an enrollment form to these employees to enroll the domestic partner.
- The employee must complete and return the form to:

CSEA Employee Benefit Fund  
P.O. Box 516  
Latham, NY 12110-0516

### **Waiting Periods**

#### **Enrollment for New Employees**

Coverage under the plans offered by the CSEA EBF is not automatic. You must first enroll yourself and your dependents. When the CSEA EBF receives a notice of eligibility from the NYS Department of Audit and Control, a welcome packet is sent to the employee. In the packet there will be an enrollment form to complete. The enrollment form will ask you for your “N” Number from your pay stub and your Social Security Number. It is necessary for you to provide both full numbers to us. This will be the only time that your “N” number will be used.

Once the enrollment form is received in our office, the CSEA EBF will enroll you and your dependents if they are listed. At that time, a CSEA EBF ID number will be sent to you for when you are using the CSEA EBF benefits.

Please note that in some circumstances, additional information for one or more of your dependents may be requested from you.

#### **Enrollment Changes for Existing Employees**

If you have a change to your current enrollment, you will need to contact the CSEA EBF directly. A standard form is available for you to complete to add dependents.

This enrollment form is available directly from CSEA EBF at **1-800-323-2732**. You can also visit our website, **www.cseaebf.com**, and download a form from there or use our Online Enrollment feature. Please note that in some circumstances, additional information for one or more of your dependent additions or deletions may be requested from you.

### **Transfer Employees**

- If you transfer into a CSEA bargaining unit from a State bargaining unit not covered by the Fund, there is a 28-day waiting period before coverage begins.
- Employees who were covered for vision coverage through the Fund under another employer must wait 12 months from their last service date before using the vision benefit under a new employer.
- There is a six-month waiting period for major dental services for you and your dependents. These services include: individual crowns, inlays/ onlays, fixed and removable prosthetics and orthodontics.
- If you transfer out of a unit covered by the Fund, you will be covered for 28 days after the last day worked. After this 28-day period, eligibility for coverage is terminated.

### **Status Change**

- Employees who change from part time status to full time status OR from full time status to part time status become eligible for coverage under the new status based on a date determined by the Unified Court System.

### **Continuation of Coverage**

#### **Resignation or Termination**

- You are covered for 28 days after the last day worked. Unless you elect the COBRA option, your eligibility terminates after this 28-day period.
- If you die, or become divorced or legally separated, or a dependent ceases to be a dependent, your spouse and/or dependent may have certain rights to continue Plan coverage through COBRA. In the event of divorce, legal separation or a child losing dependent status, you or a family member must inform the Fund of the qualifying event within 60 days of the event or the day on which coverage would be lost because of the event.

### **Appeal Procedure**

- If you feel that you did not receive full benefits, you may appeal to the Fund.
- Send a letter to the Fund explaining why you feel you did not get the full amount to which you



were entitled. Include copies of any supporting documentation.

- This procedure is not meant for services clearly not covered by the Plan or for exemptions to or waivers of required waiting periods.
- For Dental Only: All appeals must be submitted within 60 days of the settlement of the claim.

### **Abuse or Misuse**

- **Abuse or misuse of any Plan may result in withholding of benefits.**
- The Fund reserves the right to revoke assignment of benefits to certain providers.

## **VISION CARE PLAN**

The Vision Care Plan offers quality eye care services at no cost to members when using one of the Plan's panel providers.

### **Using This Benefit**

When in need of Vision Care services, call the Employee Benefit Fund at **1-800-323-2732** to determine if you are eligible for benefits. Make an appointment with a participating provider who will then obtain an authorization for services from the Fund. A list of over 3,000 participating providers will be provided to you on request.

### **Using a Participating Provider**

#### **General Benefit Provisions**

Eligible members and dependents are entitled to a routine eye examination and one pair of glasses or a contact lens benefit once every 12 months.

Dilation will be included at a **Provider's Office** whenever **professionally indicated** without any additional cost to the member.

#### **Eyeglasses**

The benefit includes progressive addition no-line bifocals or trifocals, standard progressive, cataract lenses, scratch proofing, glass photo-chromic, high index lenses, fashion tints and prescription sunglasses.

The Frame Collection includes designer styles and wire frames as well as the Premier Frame Collection. Selections not included in the CSEA Frame Collection will require the employee to cover any additional charges over the Fund allowance.

#### **Contact Lenses**

- Plan contact lenses consist of soft planned replacement or disposables. You will be allowed \$125 toward non-plan contacts.

- A Contact Lens Formulary is used which allows for an initial supply\* of many of the most popular and commonly prescribed brands of soft contact lenses. If non-plan contact lenses are required, the allowance will be applied **toward** the total cost of the contact lenses.

\*Duration of initial supply may vary depending on the lens type, wearing habits and prescribing doctor's instruction regarding replacement schedule.

## **VISION DISCOUNT FIXED CO-PAYS**

### **Major Plan Features**

- Program offers fixed co-pays for lenses and coatings at any EBF participating provider office.
- Members/eligible dependents who wish to purchase lenses and coatings not currently covered by their vision program will be entitled to a set co-pay, resulting in substantial out-of-pocket savings.

### **Fixed Co-pays Include:**

- \$35.00 – Standard Anti-reflective Coating
- \$48.00 – Premium Anti-reflective Coating
- \$55.00 – Ultra Anti-reflective Coating
- \$12.00 – Ultraviolet (UV) Coating
- \$65.00 – Plastic Photosensitive Lenses
- \$50.00 – Ultra Progressive Lenses
- \$55.00 – High Index Lenses
- \$75.00 – Polarized Lenses

This valuable program provides savings to members resulting in less out-of-pocket for “add ons.”

### **How to Use This Benefit**

- Use any CSEA Employee Benefit Fund **participating** vision provider. For a list of providers, please visit our website at **[www.cseaebf.com](http://www.cseaebf.com)**.
- Members who choose lenses and/or coatings not covered in their existing EBF vision plans will pay the fixed co-pay in the schedule listed above.

### **Limitations And Exclusions**

- Patient must be covered by the Fund under an existing vision program to be eligible for fixed co-pay(s). This discount is available only at the time of the eligible date of service. It is not available as a separate service outside of the patient's eligibility date.
- All portions of the benefit (exam plus corrective wear) must be billed simultaneously. All services must be performed on the same day. Benefits cannot be split between two panel providers OR between a participating and non-participating doctor.

- Any benefit that is claimed after a period that exceeds one year from the calendar year in which vision services were rendered.
- Please note: fixed co-pays are not refundable. Payment for items not covered under the plan are the responsibility of the patient.

## Using a Non-Participating Provider

When you choose to receive services from someone who does not participate as a CSEA Panel Provider, an indemnity payment will be made directly to you for expenses, not to exceed:

Exam.....	\$ 16
Frame.....	\$ 11
Standard Lenses.....	\$ 14
Bifocals.....	\$ 23
Trifocals.....	\$ 32
Photochromic.....	\$ 12
Contact Lenses.....	\$125

Substantial out-of-pocket expenses can be avoided by using CSEA Vision Care Panelists. Contact the Fund for a claim form or visit our website at [www.cseaebf.com](http://www.cseaebf.com)

*Send all vision correspondence to:*  
 CSEA EMPLOYEE BENEFIT FUND  
 P.O. Box 516  
 Latham, NY 12110-0516

## DENTAL CARE PLAN

### How To Use This Plan

- You may use any licensed dentist for dental care.
- The Fund contracts with participating dental offices to accept the fee schedule as payment in full for covered dental services.
- If you would like a copy of our current Participating Dentist Directory call us at **1-800-323-2732** or visit our website at [www.cseaebf.com](http://www.cseaebf.com).
- Specialists within participating general practices may have the right to bill members for the difference between the specialist's customary charge and the allowance which the CSEA Employee Benefit Fund pays under the UCS Dental Plan. The Specialist must inform the Fund and the member that he/she will not be accepting the plan allowance as payment in full and must provide proof of specialty status to the Fund.
- If you choose a non-participating dentist, and are charged more than the amount listed under the Schedule of Allowances, you must pay the difference. (See Schedule of Allowances.)

- A universal American Dental Association (ADA) claim form, available through your dental provider, or a CSEA claim form which may be obtained from our website, **www.cseaebf.com** must be used to submit for completed services. Electronic claims are also accepted.

**Submit all dental claim forms to:  
CSEA EMPLOYEE BENEFIT FUND  
P.O. Box 489  
Latham, NY 12110-0489**

**The FUND does not recommend that you use any particular dentist, either participating or non-participating.**

### **Maximum Benefit Dental Plan**

- There is a \$3000.00 annual maximum dental benefit for each covered member and dependent.
- For year 2014 and on, there is no annual maximum for children under the age of 19.
- This maximum is on a calendar-year basis (January 1 through December 31).
- Under this maximum, we are assuming liability for up to the first \$3000.00 of covered dental work per year. This maximum does not apply to orthodontics.
- We encourage those about to undergo extensive dental treatment to discuss those plans with the dentist beforehand. There are often less expensive alternatives available which will provide high quality dental care.

### **Pre-Authorization of Benefits**

Whenever the estimated cost of a recommended dental treatment exceeds \$500.00, we advise the submission of a pre-authorization before the work begins.

- Use a dental claim form for this submission, and include the related x-rays.
- After review, the Benefit Fund will notify the member and the dentist of the benefits payable based upon the treatment plan.
- In determining the amount of benefits payable, consideration will be given to alternate procedures that will accomplish a professionally acceptable result.
- If the member and the dentist agree to a more expensive method of treatment than that pre-authorized by the Benefit Fund, the amount exceeding the pre-authorization will not be paid by the Fund even if it would otherwise be a covered service.
- If you have work done for over \$500.00 without submitting a pre-authorization first, your claim will be reviewed under the alternate treatment provision.

- We strongly recommend that whenever you are discussing your treatment plan with your dentist, you clearly understand what is being proposed. If we recommend alternate benefits, you should also discuss this with your dentist.

**A pre-authorization is not a guarantee of benefits. Payment is always subject to eligibility and benefit levels in existence at the time of service.**

## **UNIFIED COURT SYSTEM DENTAL PLAN**

### **Schedule of Allowances for Covered Services**

#### **DIAGNOSTIC SERVICES**

##### **CLINICAL ORAL EVALUATION (EXAMINATION)**

**Evaluation – periodic, comprehensive or detailed**  
(only 2 exams per calendar year) ..... \$ 35.00

**Evaluation – limited**  
(1 per calendar year) ..... \$ 35.00

##### **DENTAL RADIOGRAPHS**

**Intraoral complete series including**  
**bitewings** (1 per 3 years)..... \$ 70.00

**or Panoramic** (1 per 3 years) ..... \$ 70.00

*There is a 3 year limitation for complete series and/or panoramic radiographs*

**Intraoral periapical film** (not covered in same year as panoramic or complete series, maximum 6 per 12 month period)..... \$ 7.00

**Intraoral occlusal film** (2 per 3 years)..... \$ 23.00

**Bitewing x-rays, per film** (not covered in same year as Intraoral complete series)  
(maximum 4 per year)..... \$ 7.00

**Cephalometric film** (1 per 12 month period) \$ 70.00

##### **TESTS AND LABORATORY EXAMINATIONS**

**Pulp vitality test** (1 per calendar year)..... \$ 15.00

#### **PREVENTIVE SERVICES**

**Dental prophylaxis, adult-12 years and over**  
(2 per calendar year) ..... \$ 61.00

**Dental prophylaxis, child-under 12 years**  
(2 per calendar year) ..... \$ 39.00

**Fluoride, under 19 years**  
(2 per calendar year) ..... \$ 14.00

**Sealants, under 19 years, per tooth, covered on bicuspids and molars in the permanent dentition only** (1 per 3 years) ..... \$ 20.00

**Space maintainers, under age 19** (1 per life)

**Unilateral, fixed space maintainer** ..... \$ 60.00

**Bilateral, fixed space maintainer** ..... \$140.00

**Unilateral, removable space maintainer** ..... \$ 78.00

**Bilateral, removable space maintainer** ..... \$144.00

## RESTORATIVE- FILLINGS

**AMALGAM RESTORATIONS** (1 per surface per tooth per 12 month period) Includes tooth preparation, all adhesives, liners and bases and polishing to restore a tooth to proper form and function.

### PERMANENT OR PRIMARY TEETH

<b>Amalgam, one surface</b> .....	\$ 75.00
<b>Amalgam, two surfaces</b> .....	\$ 90.00
<b>Amalgam, three surfaces</b> .....	\$100.00
<b>Amalgam, four or more surfaces</b> .....	\$100.00

**RESIN-BASED COMPOSITE RESTORATIONS** (1 per surface per tooth per 12 month period) Includes tooth preparation, acid etching, adhesives, liners, bases, curing and the broad category of materials called resin-based composites.

### PERMANENT OR PRIMARY TEETH (Anterior or Posterior)

<b>Resin-based composite, one surface</b> .....	\$ 80.00
<b>Resin-based composite, two surfaces</b> .....	\$ 95.00
<b>Resin-based composite, three surfaces</b> ...	\$ 110.00
<b>Resin-based four or more surfaces or involving incisal angle</b> .....	\$ 110.00

## RESTORATIVE - CROWNS AND INLAYS/ONLAYS

These services are limited to permanent teeth as scheduled. Crowns and inlays are covered for the restoration of the teeth which as the result of extensive decay or fracture, cannot be restored with an amalgam or resin-bonded composite material. All crown work will be professionally reviewed for necessity and appropriateness of the planned treatment, taking into account the exclusions and limitations of the Plan. Benefits are payable upon insertion of the permanent crown or inlay.

\* These services are limited to a 6 month waiting period for new employees and their dependents.

\***CROWNS** - (1 per 5 years)

<b>Resin (permanent, anterior teeth only)</b> .....	\$180.00
<b>Resin fused to metal</b> .....	\$370.00
<b>Porcelain/Ceramic</b> .....	\$600.00
<b>Implant/abutment supported, porc/ceram</b> ...	\$600.00
<b>Porcelain fused to metal</b> .....	\$600.00
<b>Implant/abutment supported, porcelain fused to metal</b> .....	\$600.00
<b>3/4 cast metal</b> .....	\$430.00
<b>Full cast metal</b> .....	\$430.00
<b>Implant/abutment supported, full cast metal</b> .....	\$430.00

\***INLAYS/ONLAYS** - (1 per 5 years)

<b>Inlay/onlay, one surface</b> .....	\$250.00
<b>Inlay/onlay, two surfaces</b> .....	\$370.00
<b>Inlay/onlay, three or more surfaces</b> .....	\$382.00

### OTHER RESTORATIVE SERVICES

<b>Recement Inlay (1 per 12 month period)</b> .....	\$ 12.00
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<b>Recement Crown, Implant Crown</b> <i>(1 per 12 month period)</i> .....	\$ 26.00
<b>Stainless steel crown, deciduous teeth only</b> <i>(1 per tooth per 5 years)</i> .....	\$ 56.00
<b>Core buildup, including pins</b> <i>(1 per lifetime)</i> .....	\$ 56.00
<b>Pin retention, per tooth</b> <i>(1 per 12 month period)</i> .....	\$ 18.00
<b>Post and core, cast or prefabricated, per tooth</b> <i>(1 per 5 years)</i> .....	\$102.00

## ENDODONTICS

<b>ROOT CANAL THERAPY</b> <i>(1 per tooth per lifetime)</i> <i>Benefits for root canal therapy are limited to permanent teeth and are payable upon completion.</i>	
<b>Root canal therapy, anterior</b> .....	\$295.00
<b>Root canal therapy, bicuspid</b> .....	\$375.00
<b>Root canal therapy, molar</b> .....	\$475.00

### OTHER ENDODONTIC/PERIRADICULAR SERVICES

<b>Pulp capping, direct or indirect</b> <i>(1 per 12 months)</i> .....	\$16.00
<b>Pulpotomy, deciduous teeth only</b> <i>(1 per lifetime)</i> .....	\$50.00
<b>Apicoectomy, 1st root</b> <i>(1 per lifetime)</i> .....	\$175.00
<b>Apicoectomy, each additional root</b> .....	\$125.00
<i>(General Anesthesia /IV sedation covered with apicoectomy)</i>	
<b>Retrograde filling, per root, in conjunction with apicoectomy</b> <i>(1 per lifetime)</i> .....	\$50.00

## PERIODONTICS

*Gingivectomy and Osseous surgery will be professionally reviewed for necessity and appropriateness of the planned treatment, taking into account the exclusions and limitations of the Plan. The treatment plan must be accompanied by periodontal charting for osseous surgery and gingivectomy. Benefits will be paid for only the most comprehensive surgical procedure necessary in each site. The allowance will be made on a quadrant or sextant basis. Periodontic benefits are not usually paid for procedures performed on patients under 19 years of age. Exceptions can be made based on documented medical necessity.*

<b>Gingivectomy or gingivoplasty, per quadrant</b> <i>(1 per 4 years)</i> .....	\$290.00
<b>Osseous surgery, per quadrant</b> <i>(1 per 4 years)</i> .....	\$450.00
<b>Periodontal scaling and root planing, per quadrant</b> <i>(2 per calendar year)</i> <i>limited to 2 quadrants per visit</i> .....	\$ 35.00
<b>Periodontal maintenance procedure</b> <i>(2 per calendar year, either prophylaxis or periodontal maintenance procedure)</i> .....	\$ 61.00

## PROSTHODONTICS - REMOVABLE

Services are limited to the replacement of permanent teeth. All prosthodontic services will be professionally reviewed for necessity and appropriateness of the planned treatment taking into consideration the plan restrictions and limitations. Benefits are payable upon insertion of the denture. Allowance includes all adjustments and relines for six months following insertion.

- \* These services are subject to a 6 month waiting period for new employees and their dependents.

### \*COMPLETE DENTURES (1 per 5 years)

Full upper or lower denture, permanent.....	\$625.00
Full upper or lower denture, implant/abutment supported .....	\$625.00

### \*PARTIAL DENTURES (1 per 5 years)

Partial upper or lower denture, permanent..	\$625.00
Partial upper or lower denture, implant/abutment supported.....	\$625.00
Unilateral partial upper or lower denture, permanent .....	\$300.00

### ADJUSTMENTS TO DENTURES

Full or Partial Denture adjustment (after 6 months of insertion of denture)(1 per 12 month period)...\$ 30.00

### REPAIRS TO FULL/COMPLETE DENTURES

Repair broken complete denture base (1 per 12 month period).....	\$100.00
Replace missing or broken teeth (limited to 4 per calendar year) .....	\$ 50.00

### REPAIRS TO PARTIAL DENTURES

Repair resin denture base (1 per 12 month period).....	\$100.00
Repair cast framework (1 per 12 month period).....	\$100.00
Repair, replace or add clasp to existing partial (limited to 4 per calendar year) .....	\$ 71.00
Replace or add tooth to existing partial (limited to 4 per calendar year) .....	\$ 50.00

### REBASE PROCEDURES, Full denture only (1 per 2 years)

Rebase complete maxillary or mandibular denture .....	\$169.00
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### RELINING OF DENTURES, upper or lower (1 per 2 years)

Reline full denture, chairside .....	\$154.00
Reline full denture, laboratory.....	\$154.00
Reline partial denture, chairside.....	\$154.00
Reline partial denture, laboratory .....	\$154.00

## PROSTHODONTICS – FIXED

Services are limited to permanent teeth. All prosthodontic services will be professionally reviewed for necessity and appropriateness of the planned treatment taking into consideration the exclusions and limitations of the Plan. Benefits are payable upon insertion of the fixed bridge. Temporary coverage is included.



\*These services are subject to a 6 month waiting period for new employees and dependents.

**\*PONTICS** (1 per 5 years)

<b>Cast metal</b> .....	\$350.00
<b>Porcelain fused to metal</b> .....	\$450.00
<b>Porcelain/Ceramic</b> .....	\$450.00
<b>Resin fused to metal</b> .....	\$346.00

**\*ABUTMENTS (FIXED BRIDGE RETAINERS) INLAYS/ONLAYS**

(1 per 5 years)

<b>Inlay/Onlay, two surfaces</b> .....	\$370.00
<b>Inlay/Onlay, three or more surfaces</b> .....	\$382.00
<b>Retainer for Maryland-type bridge</b> .....	\$235.00

**\*ABUTMENTS (FIXED BRIDGE RETAINERS) CROWNS**

(1 per 5 years)

<b>3/4 Cast Metal</b> .....	\$430.00
<b>Cast metal, full</b> .....	\$430.00
<b>Implant/abutment supported, cast metal</b> ....	\$430.00
<b>Porcelain fused to metal</b> .....	\$600.00
<b>Implant/abutment supported, porc fused to metal</b> .....	\$600.00
<b>Porcelain/Ceramic</b> .....	\$600.00
<b>Implant/abutment supported, porc/ceramic</b> ....	\$600.00
<b>Resin fused to metal</b> .....	\$370.00

**OTHER FIXED PARTIAL DENTURE SERVICES**

<b>Recement Bridge, Implant Bridge</b> .....	\$ 42.00
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**ORAL SURGERY**

**EXTRACTIONS** (1 per tooth per lifetime)

<b>Extract coronal remnants, primary tooth</b> .....	\$ 66.00
<b>Erupted tooth or exposed root</b> .....	\$ 80.00
<b>Surgical removal</b> .....	\$125.00
<b>Soft tissue impaction</b> .....	\$160.00
<b>Partial bony impaction</b> .....	\$200.00
<b>Full bony impaction</b> .....	\$290.00
<b>Surgical removal of residual roots</b> .....	\$125.00

**OTHER ORAL SURGICAL PROCEDURES**

<b>Surgical access of unerupted tooth</b> (1 per lifetime).....	\$120.00
<b>Biopsy of oral tissue, hard or soft, tissue removal</b> (1 per 12 month period).....	\$ 65.00
<b>Alveoloplasty, per quadrant, in conjunction with extraction</b> (1 per lifetime).....	\$ 80.00
<b>Alveoloplasty, per quadrant, not in conjunction with extractions</b> (1 per 5 years).....	\$ 86.00
<b>Incision and drainage, intraoral</b> (General anesthesia/IV sedation not covered with this procedure) (1 per calendar year) .....	\$ 75.00
<b>Frenulectomy</b> (1 per lifetime).....	\$114.00

## ORTHODONTICS

*Provided for employees, spouses and unmarried dependent children enrolled in the plan. This plan covers adult orthodontics.*

*If a cosmetic upgrade (ex. invisalign or clear brackets) is chosen and treatment is provided by a participating provider, the member may be responsible for a one time cosmetic upgrade fee, to be discussed prior to treatment.*

- \* These services are limited to a 6 month waiting period for new employees and their dependents.
- \* **Limited/Interceptive/Appliance Therapy** ..... \$300.00  
*(once per lifetime, prior to comprehensive treatment and not an integral part of comprehensive treatment. Additional appliances and office visits are the responsibility of the member.)*
- \* **Comprehensive orthodontic treatment, appliance insertion** ..... \$608.00  
*(Once per lifetime)*
- \* **Periodic orthodontic treatment visit** ..... \$85.00  
*(A benefit is provided for 24 completed active monthly treatment visits per life. Treatment visits beyond 24 months are the responsibility of the member, at the EBF allowance rate, when treatment is provided by a participating provider.)*
- \* **Passive treatment (for cases started after 01/01/14)** .  
*(one treatment benefit per lifetime following comprehensive treatment, includes retainers)..* \$300.00

## ADJUNCTIVE GENERAL SERVICES

<b>Palliative (emergency) treatment of pain</b> <i>(1 per calendar year)</i> .....	\$ 35.00
<b>General anesthesia/deep sedation</b> <i>(per covered oral surgery visit)</i> .....	\$200.00
<b>or</b>	
<b>Intravenous sedation</b> <i>(per covered oral surgery visit)</i> .....	\$200.00
<b>Occlusal adjustment, limited</b> <i>(1 per 4 years)</i> .....	\$ 35.00
<b>Occlusal adjustment, complete</b> <i>(1 per 4 years)</i> .....	\$140.00

## EXCLUSIONS AND LIMITATIONS

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### Replacement of Crowns and Prosthetic Appliances

- There is coverage for replacement of an existing crown, partial or full removable denture or replacement of fixed bridgework by a new denture or bridgework, or the addition of teeth to an existing partial removable denture or to the bridgework to replace extracted natural teeth, but only if the Plan is

furnished satisfactory evidence that:

- (a) The existing denture or bridgework was inserted at least **five** years prior to its replacement and that the existing denture or bridgework cannot be made serviceable by a dentist, or
- (b) In the case of a crown, that at least **five** years have elapsed since the crown was inserted.

**In addition to the exclusions and limitations as stated in the CSEA Dental Fee Schedule of Allowances and those listed above, THIS PLAN DOES NOT COVER:**

- charges for any type of service or appliance not described in schedule of allowances.
- treatment by other than a licensed dentist or dental hygienist acting within the scope of licensure.
- services and supplies that are primarily cosmetic in nature.
- replacement of lost or stolen prosthetic appliance.
- duplicate prosthetic appliances or services.
- dentures, crowns, inlays, bridgework or appliances to change or maintain vertical dimension.
- any service rendered or appliance furnished before the eligibility date or after the termination date under this Plan.
- charges for surgical implants.
- splinting.
- treatment covered by Workers' Compensation or similar law.
- charges for expenses which are reimbursable through "no-fault" automobile insurance.
- any claim or appeal that is submitted after a period that exceeds one year from the calendar year in which dental services were rendered.
- temporary dental services which will be considered an integral part of the final dental service rather than a separate service.

**Coordination of Benefits**

Since it is not intended that the patient receive greater benefits than the actual expenses covered, the amount of benefits payable under the CSEA Dental Plan will take into account any coverage the employee (or eligible dependent) has under other group plans. In other words, the benefits under the CSEA Dental Plan will be coordinated with the benefits of other group plans.

**Note: An employee/retiree may not be covered both as an employee/retiree and as a dependent of an employee/ retiree. A member who has a spouse eligible for coverage is not eligible to cover a domestic partner. If member and spouse/domestic partner are Fund members, coverage for children may not be claimed under both.**

# LEGAL SERVICES BENEFIT

## MAJOR PLAN FEATURES

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- Provides assistance with meeting legal expenses.
- Members are free to choose any attorney-according to individual needs and type of case.
- Reimbursement sent directly to the member.
- Many services also cover the eligible dependents.

### Limitations and Exclusions

- \$1,000 per calendar year (January 1-December 31) per family.\*
- Members are reimbursed for legal expenses only to the extent of fees charged and up to the identified maximum for each service. It is important that you discuss with your attorney the estimated charges before you commence any legal work. Charges over the allowances are the responsibility of the member.
- The fund is not responsible for making initial payment to retain legal counsel.
- Allowances will be reduced if court awards payment of attorneys fees or portions thereof. Combined payments may not exceed fees charged.
- Costs of document reproduction, filings, court fees, etc. are not covered nor are second opinion fees.
- Only matters specified in this brochure are covered.
- You cannot claim services if you represent yourself.
- Any benefit that is claimed after a period that exceeds one year from the calendar year in which legal services were rendered.
- NOTE: If you are a covered employee at the time you retain counsel but are no longer on active payroll status at the time a legal matter is completed, you are not covered under this plan and the costs are your responsibility.

\* For purposes of the Legal Services Benefit, "Family" includes Domestic Partner.

### Legal Claim Form

- Call the CSEA EBF for a claim form at:  
**1-800-323-2732**  
or download a form at:  
**[www.cseaebf.com](http://www.cseaebf.com)**
- After legal services are completed, fill out parts 1 and 2.
- The attorney's original bill must be attached to the claim form. The bill must specify services rendered, date completed and fees charged. Cancelled checks, retainer agreements and billing/payment ledgers

cannot be accepted for this benefit.

- The reimbursement will be sent directly to you. Please be sure your correct address is on the claim form.

## **REGULAR BENEFITS**

### **(No Deductible)**

#### **General Consultation:**

##### ***Who is eligible***

Member or spouse/domestic partner obtaining an in-person legal consultation with an attorney regarding an actual or assumed personal legal problem.

##### ***What is the benefit***

Five, one-half hour sessions on separate dates, each calendar year, concerning unrelated legal questions.

##### ***Benefit allowance***

\$20 per visit to an attorney's office.

##### ***Limitations***

Business matters, excluded matters and telephone consultations are not covered. When an attorney is retained to provide a specific service for which benefit allowances are provided for by other provisions in this Plan by the Fund, the initial general consultation, as well as all other general consultations related to that matter, are not covered by this provision.

#### **Document Review at Fund Office:**

##### ***Who is eligible***

Member or spouse/domestic partner seeking examination and analysis of a legal document.

##### ***What is the benefit***

This benefit provides professional review and interpretation by an attorney designated by the Fund at no expense to the covered employee, of all personal legal documents, such as contracts, installment purchase agreements, loan agreements, guarantees, leases, insurance policies and court papers. This benefit does not include review of documents relating to business matters, employment matters, income tax matters, Amicus Curiae activities, class actions, or matters relating to the Civil Service Employees' Association, Inc., the CSEA Employee Benefit Fund or any of its respective affiliates, officers, directors, trustees, employees, agents or attorneys. A member or spouse/domestic partner may use this benefit as many times during the year as proves necessary.

##### ***Limitations***

This benefit does not include the review of tax returns or documents that are in the process of being prepared or a document which the Fund has already

reviewed or interpreted.

NOTE: The Document Review Benefit provides for the review and interpretation of documents only and does not include legal representation or alteration. If such representation involves a covered matter, the Fund will pay an allowance. If the matter is not covered, then any legal costs must be borne directly by the employee.

### **Wills and Living Trusts:**

#### ***Who is eligible***

Member and spouse/domestic partner.

#### ***What is the benefit***

The preparation and execution of a Will or Living Trust, but not both.

#### ***Benefit allowance***

\$70 per Will or Living Trust.

#### ***Limitations***

Each member and spouse/domestic partner may utilize this benefit once every five years.

### **Principal Residence Real Estate Closing:**

#### ***Who is eligible***

Member or spouse/domestic partner who is selling, purchasing or refinancing their principle residential dwelling, condominium or cooperative.

#### ***What is the benefit***

Legal representation for the sale, purchase or refinancing of property as described.

#### ***Benefit allowance***

Up to \$300 per calendar year per sale, purchase or refinancing.

#### ***Limitations***

Only one sale, one purchase and one refinancing per family in a calendar year is covered. This benefit provides representation with respect to one's personal residence (not to exceed a two-family dwelling). No business property is covered by this benefit.

### **Principal Residence Mortgage Protection:**

#### ***Who is eligible***

Member or spouse/domestic partner who is a DEFENDANT in a proceeding to foreclose a mortgage regarding a dwelling, condominium or cooperative, which the covered member and/or spouse/domestic partner owns and in which the member principally resides.

#### ***What is the benefit***

Legal advice and/or representation in the defense of a mortgage foreclosure involving any of the above stated residences.

#### ***Benefit allowance***

An allowance not to exceed \$150 if the matter is

resolved before trial. An allowance not to exceed \$300 should the matter proceed to trial.

### **Limitations**

One foreclosure proceeding per calendar year per family and not exceeding a two-family dwelling. No business property is covered by this benefit.

## **Tenant Defense:**

### **Who is eligible**

Member or spouse/domestic partner who rents for personal residential use, a private dwelling, condominium, apartment or rooms as a tenant.

### **What is the benefit**

Legal advice and/or representation for a DEFENDANT in defense of a dispute between the member or spouse/domestic partner as tenant and the landlord.

### **Benefit allowance**

Up to \$150.

### **Limitations**

One landlord/tenant defense per 12 month period per family.

## **Change of Name:**

### **Who is eligible**

Members and dependents are entitled to this benefit.

### **What is the benefit**

Up to \$200 per family, once in a lifetime.

### **Benefit allowance**

Legal advice and representation in a change of name procedure.

### **Limitations**

Limited to one change of name sought by member for self and dependents. Change may be made to first name, middle name, or last name or any combination.

## **Adoption:**

### **Who is eligible**

Member who seeks representation in an adoption proceeding.

### **What is the benefit**

Legal advice and representation in an adoption proceeding, either as adoptive parent or natural parent.

### **Benefit allowance**

Up to \$300.

### **Limitations**

Benefit allowance does not cover the payment of any fees or expenses to adoption or other agencies.

## **Contracts:**

### **Who is eligible**

Member or spouse/domestic partner who seeks to obtain legal services regarding a non-business contract.

***What is the benefit***

Legal advice and/or representation in the preparation, execution of a personal, non-business contract.

***Benefit allowance***

Up to \$75.

***Limitations***

Does not provide allowances for the preparation and execution, or review of business contracts.

**Personal Bankruptcy:**

***Who is eligible***

Member or spouse/domestic partner filing for personal bankruptcy.

***What is the benefit***

Representation by an attorney in a personal bankruptcy proceeding.

***Benefit allowance***

Up to \$200.

***Limitations***

Limited to one personal bankruptcy per family per calendar year. Does not cover business bankruptcies.

**Arraignment Service**

**(other than traffic related offenses):**

***Who is eligible***

Member or dependent as defined by the Fund, who is a DEFENDANT in a criminal arraignment proceeding which does not involve a traffic related matter.

***What is the benefit***

Representation in an arraignment proceeding requiring a personal appearance by legal counsel.

***Benefit allowance***

Up to \$150.

***Limitations***

Costs of legal representation beyond the arraignment stage are not covered. Thus should a covered member or dependent desire to retain an attorney beyond the arraignment stage, such individual must make necessary fee arrangements directly with the attorney of choice. This arraignment service does not cover arraignments on traffic-related offenses.

**Domestic Relations Representation:**

***Who is eligible***

Member involved in a separation, annulment or divorce requiring legal representation.

***What is the benefit***

Representation by an attorney in a separation, annulment or divorce proceeding.



UNCONTESTED matters are those resolved up to and including a pre-trial conference.

CONTESTED matters are those not settled at the pre-trial conference but settled prior to an actual court trial.

LITIGATED matters are those resolved only after a Supreme Court trial and include any referral to and representation at Family Court.

### ***Benefit allowance***

UNCONTESTED Separation, Annulment or Divorce...  
Up to \$300.

CONTESTED Separation, Annulment or Divorce...  
Up to \$400.

LITIGATED Separation, Annulment or Divorce...  
Up to \$500.

### ***Limitations***

Domestic relations benefits limited to one per 12 month period.

Allowances will be reduced if court awards payment of attorneys fees or portions thereof. Combined payments may not exceed fees charged.

**Please note** - You will also need to complete a "Remove Dependent Form" and submit it along with the requested documentation and your claim so your dependent records can be updated.

A "Remove Dependent Form" can be obtained online at [www.cseaebf.com](http://www.cseaebf.com) or by calling the Fund at **1-800-323-2732**.

## **Court-Ordered Support:**

### ***Who is eligible***

Member or spouse/domestic partner who is involved in an action for support, modification of an existing support order, or an enforcement proceeding concerning a support order, provided, however, that if the action or proceeding is between the member and the spouse/domestic partner, no benefit shall be payable to the spouse/domestic partner.

### ***What is the benefit***

Legal advice and representation in a court proceeding to award or modify support payments, or to commence or defend contempt or enforcement proceedings.

### ***Benefit allowance***

Up to \$200 maximum per calendar year for combined matters.

### ***Limitations***

Covers only proceedings NOT commenced in

conjunction with a divorce, separation or annulment.

## **Veteran and Servicemen's Rights:**

### ***Who is eligible***

Member or dependent as defined by the Fund, seeking REMEDIAL action in relation to denial of their veteran's rights by any military board or agency of the United States Government.

### ***What is the benefit***

Legal services in:

- a denial of veteran's benefits or rights.
- changes in type of military discharge.
- cases of court martial.
- connection with military boards convened for the purpose of imposing a penalty, an administrative discharge or a less than honorable discharge from military service.

### ***Benefit allowance***

Legal advice and counsel upon a denial of veteran's right for benefit... Up to \$100.

Legal representation to effect changes in types of military discharges... Up to \$250.

Legal representation in court martials or military boards... Up to \$500.

### ***Limitations***

Only the above stated matters that relate directly to member's or dependent's rights as a veteran are covered by the Plan.

## **Legal Guardianship:**

### ***Who is eligible***

Member and/or spouse/domestic partner seeking legal guardianship of 1) a person under the age of 18 who permanently resides with the member and spouse/domestic partner or will permanently reside with the member or spouse/domestic partner if guardianship is granted or 2) a child or legal ward of the member and/or spouse/domestic partner 18 years or older who is incapable of self-support by reason of mental or physical disability.

### ***What is the benefit***

Legal representation in the guardianship proceeding.

### ***Benefit allowance***

Up to \$300, after deductible, per guardianship proceeding.

### ***Limitations***

Maximum of one proceeding for each person of whom guardianship is sought.

## **\$50 Deductible Benefits**

Member or dependents as defined by the Fund, are required to pay the first \$50 of the fee for the following legal services in order to be eligible for these allowances.

### **Juvenile Delinquency Representation:**

#### ***Who is eligible***

Dependent of member, as defined by the Fund, who is charged as a juvenile delinquent.

#### ***What is the benefit***

Legal representation of the dependent in the juvenile delinquency proceeding.

#### ***Benefit allowance***

Up to \$150 after deductible.

#### ***Limitations***

Only one juvenile delinquency proceeding per dependent per calendar year.

### **Traffic Violation Representation:**

#### ***Who is eligible***

Member or dependent as defined by the Fund, who is charged with a traffic violation.

#### ***What is the benefit***

Legal services are covered for the DEFENSE of an alleged traffic violation. The violation charge must be of a serious nature that may effect the status of the defendant's driver's license.

#### ***Benefit allowance***

Without trial... Up to \$150 after deductible.

With trial... Up to \$300 after deductible.

#### ***Limitations***

Member or dependent must be the driver of the vehicle. Multiple allowances for violations charged on the same date are payable only if adjudicated on different dates.

### **Automobile Defense Overage Matters:**

#### ***Who is eligible***

Member or dependent as defined by the Fund, who is a defendant in an action involving an on road vehicle.

#### ***What is the benefit***

Legal services for the defense of an action involving operation of vehicle wherein damages or personal liability exceed face amount of insurance policy.

#### ***Benefit allowance***

Up to \$300 after deductible.

#### ***Limitations***

Overage cases only: That is a suit for damages that

would exceed the face amount of the insurance policy. Legal representation provided by insurance companies is not reimbursable.

## **Debt Collection Defense:**

### ***Who is eligible***

Member or dependent as defined by the Fund, who is a DEFENDANT in a claim involving debt collection.

### ***What is the benefit***

DEFENSE in a legal action started against the defendant involving their rights in resisting a claim before District, City, Civil, County or Supreme Courts. For claims which are asserted in Courts outside New York, the Fund will determine the applicable benefit allowance.

### ***Benefit allowance***

Without trial, District, City or County Court...

Up to \$150 after deductible.

Without trial, Civil or Supreme Court...

Up to \$250 after deductible.

With trial, District, City or County Court...

Up to \$300 after deductible.

With trial, Civil or Supreme Court...

Up to \$500 after deductible.

### ***Limitations***

Only one debt collection defense allowance is permitted per calendar year.

## **Legal Defense Benefit In Other Civil Matters:**

### ***Who is eligible***

Member or dependent as defined by the Fund, who is resisting a claim which does not fall within any of the specified benefits and which is specifically excluded by other provisions of the Plan.

### ***What is the benefit***

DEFENSE in a CIVIL legal proceeding in which the member or dependent is a named DEFENDANT in an action brought before a court or administrative agency that involved him or her.

### ***Benefit allowance***

Without trial... Up to \$250 after deductible.

With trial... Up to \$500 after deductible.

Examples of this legal defense benefit would be costs of a lawsuit alleging breach of contract or a lawsuit concerning a garnishment or medical expense claims. Such problem may be successfully resolved after consultation or it may require steps leading to actual representation and defense before an administrative agency.

NOTE: This provision does not provide benefits for any Family Court proceedings or any civil proceedings which pertain to family or domestic relations matters. Any benefit

for Family Court or such civil proceedings is exclusively within the provisions of the benefits entitled Domestic Relations Representation and Court Ordered Support.

## **\$20 Consultation Fee Matters**

### **Personal Injury (Negligence) Matter:**

Payment for this type of legal proceeding is customarily by contingency fee. Contingency fee matters are those in which a recovery of monies is attempted through a legal action, with an agreement with your attorney that fees are charged only if the action is successful.

Anyone who desires legal services in connection with the commencement of a claim for personal injuries suffered as a consequence of negligence can contact a law firm of their choice. However, legal counsel has a right to judge whether the case is worthy of prosecution before acceptance of your retention.

For contingency fee matters, the only benefit payable under this Plan is a \$20 consultation benefit if the attorney you consult is not retained and charges you a consultation fee.

### **Estate Settlement Matter:**

#### ***Who is eligible***

Member or dependent as defined by the Fund who is a named heir to an estate.

#### ***What is the benefit***

\$20 toward preliminary legal consultation in connection with the probate or settlement of an estate.

#### ***Limitations***

As fees are generally set as a percentage of the estate no benefit allowance is payable other than a \$20 consultation benefit.

## **MATERNITY BENEFIT**

### **MAJOR PLAN FEATURES**

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- Covers eligible members.
- Upon the birth of a child, the Fund will pay \$200 to help cover the cost of maternity care.

### **WHAT IS THE BENEFIT**

- A member can receive the \$200 benefit if either the member or the member's wife/domestic partner has a child.
- Multiple births receive multiple benefits.
- This benefit is not diminished by any other medical benefit which may be received.
- Members who give birth while on maternity leave

who would otherwise have been eligible for benefits if employment had been continued are still eligible for this benefit.

## HOW TO USE THIS BENEFIT

- Write or call the Fund Office to obtain a Maternity Benefit Claim Form:  
CSEA Employee Benefit Fund  
P.O. Box 516  
Latham, New York 12110-0516  
**1-800-323-2732**  
or download a form at [www.cseaebf.com](http://www.cseaebf.com)
- Submit your completed form with a copy of the child's birth certificate to the Fund Office.

## Exclusions and Limitations

- Members must have been eligible for Fund benefits at least nine months prior to the birth of the child.
- Members must be eligible on the date of the birth of the child.
- Adoption of a child is not covered under this benefit. Please see Adoption Benefit on page 19 under the Legal Plan for this service.
- Claims must be submitted by December 31st of the following year in which the child is born.

## UCS COMBINED CO-PAY REIMBURSEMENT BENEFIT

### MAJOR PLAN FEATURES

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- Reimburses prescription drug co-pays and co-pays from physician office visits. Reimbursement is processed once annually up to a maximum of \$325 per family per calendar year.

### WHAT IS THE BENEFIT

- Members are entitled to reimbursement once annually for physician office visit co-pays and prescription drug co-pays for themselves and their dependents.
- The claim can be made up of both types of co-pays mentioned above for a combined maximum reimbursement of \$325.
- Only one claim per calendar year is processed. To obtain the maximum benefit, wait until your co-pay expenses reach \$325 before filing your claim.
- If you do not accumulate \$325 before the end of the year, submit your claim after December 31st but before March 31st of the following year for what you did pay during the previous calendar year.

- Members must be eligible on the service date for the co-pay to be reimbursed.

## HOW TO USE THIS BENEFIT

- Write or call the Fund Office to obtain a UCS Combined co-pay Benefit Claim Form:  
CSEA Employee Benefit Fund  
P.O. Box 516  
Latham, New York 12110-0516  
**1-800-323-2732**  
or download the form at [www.cseaebf.com](http://www.cseaebf.com)

Submit your completed form with your itemized pharmacy printout when you have reached the maximum benefit allowed for the current calendar year. If you do not accumulate the maximum allowed, submit your claim after December 31 for what you did pay. **Deadline for submission of claims is March 31** of the following year. **Prescription drug:** Only co-pays are reimbursed. Charges for non-covered drugs, items that cost less than your co-pay amount and brand/generic differentials are not reimbursed. Please submit an *itemized print-out* indicating dates of service, item dispensed and co-pay amount. Please do not use highlighter on print-outs.

**Physician office visit:** Only office visit co-pays are reimbursed. Only one (1) co-pay per visit is reimbursed. Co-pays for additional services performed at the same visit are not reimbursed. Non-physician provider, physical therapy, emergency room, hospital, urgent care. Lab, x-ray/imaging and dental co-pays are not eligible. Deductible/co-insurance payments are not eligible. Attach an Explanation of Benefits (EOB) from your health insurance carrier for each of the visits you are claiming.

**Cash register receipts, original pharmacy receipts/physician receipts and cancelled checks are not accepted for this benefit.**

## HEARING AID BENEFIT

### MAJOR PLAN FEATURES

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- Covers eligible employees and their dependents.
- Up to \$150 per ear once every three calendar years towards the cost of a hearing aid, including charges for its fitting upon the recommendation of a physician or otologist.

## HOW TO USE THIS BENEFIT

- Write or call the Fund Office to obtain a Hearing Aid Claim Form:  
CSEA Employee Benefit Fund

P.O. Box 516

Latham, New York 12110-0516

**1-800-323-2732**

or download the form at **www.cseaebf.com**

- Submit your completed form with your **paid bill** and a **copy of your doctor's prescription** to the Fund Office.
- The claim form will be subject to verification.
- The Fund will then send the **check to the member**.

### **Exclusions and Limitations**

- The Fund does not pay for:
  - any repairs to hearing aids
  - any non-durable equipment such as replacement batteries.
  - any appliances or expenses not recommended or approved by a physician or otologist.
- Claims must be submitted by December 31st of the following year in which the service was rendered.

## **WORKPLACE SECURITY PLAN - Active Members Only**

### **MAJOR PLAN FEATURES**

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- All public employees eligible for and enrolled in the CSEA Employee Benefit Fund are covered. Retired employees of the United Court System are not eligible for this benefit.
- The covered employee is insured for the trauma associated with an assault or hostage situation while performing his/her job duties.

### **WHAT IS THE BENEFIT**

- Criminal assaults while in pursuit of his/her occupational duties and resulting in at least 10 consecutive workdays absent from work immediately following the incident.

#### **Benefit Payable:**

*Level One* – Assault in the 1st Degree: \$10,000 for incidents involving injuries or fractures requiring a stay of 2 consecutive nights, or an incident of rape for the covered employee. There is no overnight stay required for rape.

*Level Two* – \$2,000 for assaults other than 1st Degree or fractures requiring a stay of 2 consecutive nights in the hospital for the covered employee.

*Level Three* – \$500 for all other incidents.

- Accidental death or dismemberment resulting from assault. A payment of \$10,000 per person per incident; 50 percent of sum for dismemberment of



either hand or foot, or loss of sight in one eye.

- Permanent Total Disability resulting from assault. A one time payment of two times the annual base salary of the covered employee.
- Captivity while in the pursuit of his/her occupational duties. 0-8 hours – 25% of annual base salary of covered employee up to \$100,000 maximum. Eight hours or more – 50% of annual base salary of covered employee up to a maximum of \$100,000.
- Accidental death, dismemberment or permanent total disability during captivity while in the pursuit of his/her occupational duties. A payment of 100 percent of covered employee's annual base salary (not exceeding \$500,000); 50 percent of salary for dismemberment of either hand or foot, or sight in one eye.
- Accidental death due to occupation resulting from causes other than captivity or assault. A payment of \$1,000.

## **HOW TO FILE A CLAIM UNDER THIS BENEFIT**

- The Insured has the right to name a beneficiary. The beneficiary must be someone other than the Policyholder. A Designation of Beneficiary form may be requested from Pearl Carroll & Associates LLC.
- Submit a completed Workplace Security claim form along with copies of the filed police report signed by the investigating officer which has been reported, in person, within 48 hours of incident, a medical statement certifying the extent of injuries and proof of immediate medical attention from the attending physician which has been sought within 24 hours of incident, and documentation from your employer indicating that you were performing your job duties at the time of injury and that the injury resulted in your being disabled from all job duties for a period of ten (10) or more consecutive work days to Pearl Carroll & Associates LLC, as soon as possible.

## **LIMITATIONS AND EXCLUSIONS**

- An assault will be deemed to have occurred when such action would be a violation of the state penal code dealing with assault and results in the insured being totally disabled from his/her usual occupation for a period of ten (10) consecutive working days or more immediately following the incident. This means ten (10) working days of absence from profession which must be authenticated by certification by a medical doctor, documented receipt of medical attention within twenty-four (24)

hours of the event, and supportive documentation of time missed.

- Evidence of assault to be a police report which has been filed in person within forty-eight (48) hours of incident, and physician's statement filed within twenty-four (24) hours of incident; captivity exists when an employee is held against his/her will and has been refused release;
- The Plan will use the *NYS Penal Law, Article 120* as the guideline for determining assault for all claims. The investigating officer's report must clearly indicate that a criminal assault has occurred.
- If any event is recoverable under more than one of the benefits listed above, benefits shall be payable under only one item of coverage, whichever is greater.
- The Plan will not pay benefits for any loss due to the following: suicide; attempted suicide; self inflicted injury; declared or undeclared war or any international armed conflict; injuries resulting from active duty of two months or more as a member in the armed forces.
- For Accidental Death & Dismemberment and Permanent Total Disability, loss must occur within twelve (12) months of the event in order to be payable. Permanent Total Disability means that the insured is unable to perform the substantial and material duties of his or her occupation for twelve consecutive months and a fully qualified medical practitioner certifies that the insured is beyond hope of improvement at the end of that twelve-month period.

**Designation of Beneficiary Forms and Workplace Security Claim Forms may be obtained from:**

**Pearl Carroll & Associates LLC  
12 Cornell Road  
Latham, NY 12110  
Attn: CSEA/EBF  
Workplace Security Claims  
Phone Toll Free - (800) 859-2552**

This description of coverage is only a summary of the benefits provided under the Workplace Security program underwritten by National Union. The provisions described are subject to the terms of Group Policy GTP-9064449.

Coverage will continue as long as the insured remains



**CSEA EMPLOYEE BENEFIT FUND**

ONE LEAR JET LANE  
SUITE ONE  
LATHAM, NY 12110-2395

**1-800-323-2732**

**TDD # 1-800-532-3833**  
(Telephone Device for the Deaf)

**[www.cseaebf.com](http://www.cseaebf.com)**

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