

Mutual of Omaha



How We're Handling The Impact Of Covid-19

Group Employee Benefits

Supporting Our Clients Through Uncertain Times

At Mutual of Omaha, we exist for our customers. That's why we want you to know that we're closely monitoring the global coronavirus (covid-19) outbreak and taking measures to promote the health and safety of our customers and associates.

We want to take this opportunity to share how we're responding to this situation:

- Mutual of Omaha has a multi-disciplinary team of subject matter experts meeting daily to closely monitor, assess and respond to the coronavirus situation as it develops.
- Mutual of Omaha remains committed to providing superior service to our policyholders and we are taking active steps to prevent any interruption in our business processes.
- If you have questions regarding your employee benefits plan, we encourage you to reach out to your dedicated customer service or claims representatives. For those currently registered on [Employer Access](#), you can access billing, eligibility information and more through our secure online portal.
- *Note: If you would like to register to use Employer Access, contact your dedicated customer service representative or click the "sign up" link on the login page.*
- Please note that out of an abundance of caution, Mutual of Omaha is practicing social distancing and has asked all associates who are able, to work from home. We appreciate your patience and understanding as we take steps to protect the health and safety of our associates and ensure uninterrupted service to our customers.

Benefits Handling

Our team of subject matter experts are meeting daily, to closely monitor, assess and respond to the coronavirus situation as it develops. This team includes claims experts and clinical resources who are utilizing best practices for this quickly evolving pandemic. This includes monitoring and assessing trends for both employers and employees.

Q. HOW IS MUTUAL OF OMAHA RESPONDING TO CORONAVIRUS?

We have created a multi-disciplinary team of subject matter experts meeting daily, to closely monitor, assess and respond to the coronavirus situation as it develops. This team includes claims experts and clinical resources who are utilizing best practices for this quickly evolving pandemic. This includes monitoring and assessing trends for both employers and employees.

Q. HOW DOES MUTUAL OF OMAHA MANAGE CLAIMS RELATED TO THE COVID-19?

We will manage the claims pursuant to the policy that the employer has in place. If an individual is disabled due to a medical condition (i.e., confirmed Coronavirus or another illness), we will manage the claim pursuant to the policy as we do for other disabling conditions.

If the employee is symptomatic, then he/she may have a qualifying condition under FMLA (or even the ADA) which would require him/her to take leave. An important consideration is that the employee must be quarantined and not able to return to work. To the extent the quarantine is optional and the employee is symptomatic, the employee may also qualify for FMLA.

Q. ARE EMPLOYEES WHO WERE ACTIVELY AT WORK PRIOR TO A FURLOUGH OR LAYOFF, AND ENROLLED FOR COVERAGE, ELIGIBLE FOR COVERAGE WHILE ON FURLOUGH OR LAID OFF STATUS?

For any employee who is furloughed or laid off due to the Covid-19 pandemic from March 1, 2020 through May 31, 2020, coverage will continue as outlined below.

For **Group Life/AD&D, STD, Vision, Dental, Critical Illness and Accident coverages**, employees on furlough or layoff status beginning in:

- March will be deemed Actively Working through May 31, 2020, or in accordance with the continuation provisions in the policy, whichever is greater;
- April or May will be deemed Actively Working through the end of the calendar month following the initial month the furlough or layoff began, or in accordance with the continuation provisions in the policy, whichever is greater.

For **Group LTD coverage**, coverage will continue through the end of the calendar month following the initial month the furlough or layoff began, or in accordance with the continuation provisions in the policy, whichever is greater.

To continue coverage, premium must continue to be paid. Premium is based upon earnings prior to furlough or layoff. Pre-ex provisions will not apply to employees who regain Active Work status prior to coverage ending as outlined above.

Q. ARE EMPLOYEES WHO WERE ACTIVELY AT WORK PRIOR TO A FURLOUGH OR LAYOFF ON A PRIOR CARRIER'S POLICY, ELIGIBLE FOR COVERAGE AT TAKEOVER WHILE ON FURLOUGH OR LAID OFF STATUS?

For policies issued by United of Omaha with effective dates between March 1, 2020 and May 31, 2020, employees on furlough or laid off status due to the Covid-19 pandemic at the time of takeover will be deemed to be Actively Working as outlined below.

For **Group Life/AD&D, STD, Vision, Dental, Critical Illness and Accident coverages**, employees on furlough or layoff status beginning in:

- March will be deemed Actively Working through May 31, 2020, or in accordance with the continuation provisions in the policy, whichever is greater;
- April or May will be deemed Actively Working through the end of the calendar month following the month the policy was effective, or in accordance with the continuation provisions in the policy, whichever is greater.

For **Group LTD coverage**, employees on furlough or layoff status will be deemed Actively Working through the end of the calendar month following the month the policy was effective or in accordance with the continuation provisions in the policy, whichever is greater.

To continue coverage, premium must continue to be paid. Premium is based upon earnings prior to furlough or layoff. Pre-ex provisions will not apply to employees who regain Active Work status prior to coverage ending as outlined above.

Q. IF AN EMPLOYEE CHOOSES TO DROP VOLUNTARY COVERAGE DURING FURLOUGH OR LAY OFF AND WANTS TO REINSTATE COVERAGE WHEN THE FURLOUGH OR LAY OFF ENDS, HOW IS THIS ADMINISTERED?

If insurance ends because an employee is no longer working due to a furlough or layoff, the employee may be able to reinstate coverage when he/she returns to Active Work. Reinstated coverage is administered according to the policy.

Q. ARE EMPLOYEES WHO ARE ENROLLED FOR LIFE, DISABILITY, CRITICAL ILLNESS, ACCIDENT, DENTAL OR VISION COVERAGE, AND WHOSE HOURS ARE REDUCED BELOW THE MINIMUM HOURS REQUIRED IN THE POLICY DEFINITION FOR ELIGIBILITY, ELIGIBLE FOR COVERAGE?

Employees whose hours are reduced at any time from March 1, 2020 through May 31, 2020 due to the Covid-19 pandemic, causing them to fall below the minimum hours required by the policy to achieve Active Work status, will be treated as Actively Working as outlined below.

For **Group Life/AD&D, STD, Vision, Dental, Critical Illness and Accident coverages**, employees whose hours are reduced beginning in:

- March will be deemed Actively Working through May 31, 2020, or in accordance with the continuation provisions in the policy, whichever is greater;
- April or May, will be deemed Actively Working through the end of the calendar month following the initial month of the reduction, or in accordance with the continuation provisions in the policy, whichever is greater.

For **Group LTD coverage**, employees whose hours are reduced will be deemed Actively Working through the end of the calendar month following the initial month of the reduction, or in accordance with the continuation provisions in the policy, whichever is greater.

To continue coverage, premium must continue to be paid. Premium is based upon earnings prior to reduction in hours.

Q. ARE EMPLOYEES WHO ARE BELOW THE MINIMUM NUMBERS OF HOURS REQUIRED ON A PRIOR CARRIER'S POLICY, ELIGIBLE FOR COVERAGE AT TAKEOVER?

For policies issued by United of Omaha with effective dates between March 1, 2020 and May 31, 2020, employees who fall below the minimum number of hours required to achieve Active Work status due to the Covid-19 pandemic at the time of takeover will be treated as Actively Working as outlined below.

For **Group Life/AD&D, STD, Vision, Dental, Critical Illness and Accident coverages**, employees whose hours are reduced beginning in:

- March will be deemed Actively Working through May 31, 2020, or in accordance with the continuation provisions in the policy, whichever is greater;
- April or May will be deemed Actively Working through the end of the calendar month following the month the policy was effective, or in accordance with the continuation provisions in the policy, whichever is greater.

For **Group LTD coverage**, employees whose hours are reduced will be deemed Actively Working through the end of the calendar month following the month the policy was effective, or in accordance with the continuation provisions in the policy, whichever is greater.

To continue coverage, premium must continue to be paid. Premium is based on earnings prior to reduction in hours.

Q. IS AN EMPLOYEE WHO IS FURLOUGHED, LAID OFF OR WORKING REDUCED HOURS, ABLE TO SATISFY THEIR ELIGIBILITY WAITING PERIOD OR WILL THEY HAVE TO RESTART THEIR QUALIFICATION ONCE THEY ARE BACK ON ACTIVE WORK STATUS?

For employees who are furloughed, laid off or placed on reduced hour status due to the Covid-19 pandemic at any time from March 1, 2020 through May 31, 2020, the period of such furlough, layoff or reduced hours will be treated as days worked for purposes of the Waiting Period provision of any policy. The days eligible for qualification are outlined below.

For **Group Life/AD&D, STD, Vision, Dental, Critical Illness and Accident coverages**, employees on furlough, layoff or reduced hour status beginning in:

- March the days an employee is on furlough, layoff or reduced hour status will count toward the Waiting Period through May 31, 2020;
- April or May the days an employee is on furlough, layoff or reduced hour status will count toward the Waiting Period through the end of the calendar month following the initial month of furlough, layoff or reduction in hours.

For **Group LTD coverage**, the days an employee is on furlough, layoff or reduced hour status will count toward the Waiting Period through the end of the calendar month following the initial month of furlough, layoff or reduction in hours.

If an employee does not satisfy the Waiting Period as outlined above and does not return to Active Work status as defined by the policy, the employee will have to restart his/her Waiting Period upon return to Active Work status. This also pertains to new hires, who have been furloughed, laid off or given reduced hours and are in their Waiting Period.

Q. IS AN INDIVIDUAL THAT IS QUARANTINED CONSIDERED DISABLED?

If an employee is quarantined, we will work with the employer to determine if it is able to allow the employee to work remotely. If an employee is voluntary quarantined without a confirmed medical condition, that person most likely will not meet the definition of disability in the policy.

Given the uniqueness of this pandemic, if an individual is placed in quarantine as recommended by a medical professional or governmental health association, and the individual is later diagnosed with

Covid-19, and there is no break between quarantine and diagnosis, we will consider the first date of quarantine as the date of disability.

Q. “ACTIVELY WORKING” DURING QUARANTINE – DOES COVERAGE CONTINUE?

Every situation must be evaluated on the specific facts presented. If an employee is quarantined or requested to “self-isolate,” but is able to continue working, the employee is still Actively Working and coverage will continue as normal. Generally, if an employee is requested to voluntarily quarantine by a medical provider, a governmental health department or his/her employer, and the employee is not able to work as he/she normally would, we would consider such an individual in quarantine to be Actively Working under the policy, provided the employee was Actively Working prior to the quarantine. Premiums would need to continue to be paid.

If the employee is quarantined, the duration of Actively Working would fall within the guidelines of the Centers for Disease Control, which is two weeks. If the quarantine is required by a treating medical provider or governmental health association, their guidance will be taken into consideration to determine the duration of Actively Working.

Q. IF A BUSINESS IS REQUIRED TO TEMPORARILY CLOSE DUE TO SHELTER IN PLACE OR OTHER SIMILAR GOVERNMENTAL MANDATES, ARE EMPLOYEES STILL COVERED?

Provided premiums are paid, employees who are unable to work because of a governmental mandated business closure will be considered Actively Working under the policy through 5/31/20. Groups impacted by governmental mandates that extend beyond 5/31/20 should contact us directly to evaluate options.

Q. IF THE NUMBER OF ELIGIBLE EMPLOYEES FALLS BELOW 10 LIVES DUE TO FURLOUGHS, LAYOFFS OR TERMINATIONS, WILL THE POLICYHOLDER STILL BE ALLOWED TO KEEP THEIR COVERAGE?

We will follow and administer to specific state mandates on non-cancellation and non-renewal of coverage, as a result of Covid-19, provided premium is paid. If the state a policyholder is situated in does not have a specific mandate, we will review on a case by case basis.

Q. CAN CLAIMS HANDLING CHANGES BE MADE TO ADMINISTRATIVE SERVICES ONLY (ASO) POLICIES AS A RESULT OF COVID-19?

ASO policies can be modified provided a legal addendum is executed under the original contract after underwriting and rate review.

Q. IF AN EMPLOYEE’S SURGERY, MEDICAL PROCEDURE OR OFFICE VISIT IS POSTPONED OR RESCHEDULED DUE TO COVID-19 ARE STILL PAYABLE UNDER THE POLICY?

Each situation will be evaluated based upon the facts of the claim and restrictions the employee had at the time of their last visit. The projected timing of the next visit, surgery or procedure after the cancellation will also be taken into consideration. A claim may or may not be supported for ongoing disability benefits depending on the facts of the individual situation.

Q. IF AN EMPLOYEE’S OFFICE VISIT TO GET A RELEASE TO RETURN TO WORK IS POSTPONED OR CANCELLED AS THE OFFICE IS CLOSED OR NOT SEEING PATIENTS DUE TO COVID-19, WHAT DOES THAT MEAN FOR THE EMPLOYEE?

Each situation will be evaluated based upon the facts of the claim and restrictions the employee had at the time of their last visit. The projected timing of the next visit after the cancellation will also be taken

into consideration. A claim may or may not be supported for ongoing disability benefits depending on the facts of the individual situation.

Q. ARE SERVICES PERFORMED VIA TELEDENTISTRY COVERED DURING THE COVID-19 PANDEMIC?

Due to the Covid-19 pandemic, services performed via Tele-dentistry from March 1, 2020 to May 31, 2020 will be a covered benefit under the dental policy. Teledentistry refers to a broad variety of technologies and tactics to deliver virtual dentistry and education services. There are two types of services that can be delivered through teledentistry:

- Real-Time Encounter
 - The scope of services will generally be limited in one-on-one direct communications between the dental office and the patient to some form of exam/consultation.
- Information stored and forward to dentist for subsequent review
 - The scope of services are generally limited to triage, exam, and diagnostics. Traditionally, this is used either for oversight mobile field teams or consultation support and involves additional mobile treatment and diagnostic capabilities.

Cost share will not be applied, meaning deductible, coinsurance, or copay will not be applied. Tele-dentistry consultations will not be applied towards the members frequency limit or the annual plan maximum. Mutual of Omaha will continue to review the situation and will provide additional updates as needed.

Q. ARE SERVICES PERFORMED VIA TELEMEDICINE COVERED UNDER THE ACCIDENT POLICY?

Due to the Covid-19 pandemic, services performed from March 1, 2020 through May 31, 2020 via telemedicine will be a covered benefit under the Accident policy. Telemedicine can cover quick treatment for minor injuries, including:

- Cuts, scrapes, and bruises
- Sprains and strains
- Rashes and burns

Serious injuries or injuries that need hands-on care (like stitches) will likely still need to be seen in-person at a clinic, however a telemed technician can make that recommendation at time of consultation.

Grace Periods

Mutual of Omaha intends to follow the direction of each individual state and the Department of Insurance on making decisions regarding extending policy grace periods for non-payment of premium during the Covid-19 pandemic. Our Premium and billing area will manage these changes in accordance with state mandates and ensure all policies situated in the applicable states are given the appropriate grace period.

We realize there may be some ambiguity in the state regulations and mandates that have passed. In order to provide clarity in our grace period handling, we have outlined our handling below.

- If a state mandate has been given, and a specific time period indicated, we will extend the grace period accordingly
- If a state mandate has been given and the direction is vague, where no specific time period is indicated, or recommends we work with customers, we will add 30 days to their existing grace period, regardless of the policy's current grace period
- If no state mandate has been given, the policy will fall under their current grace period as defined in the policy

We understand this pandemic has impacted many and will work in good faith with all our clients to understand their situation and ability to remit premium. As new state regulations and mandates are passed, we'll update you.

- [Mutual of Omaha Handling by State](#)
- [Premium Grace Periods by State](#)

Leave Services

Quarantined employees who are asymptomatic

Quarantined employees who are asymptomatic (or not feeling ill or showing any physical signs of illness) and can work remotely are not in need of leave. As a result, the FMLA and other laws governing job-protected leave generally should not be applied to those employees, even if working remotely is a change in how they normally perform their work.

Employees whose jobs do not allow for remote work may require a leave of absence. However, such leaves generally do not qualify as leave under the FMLA or the Americans with Disabilities Act (ADA) because those employees do not have either of the following:

- a serious health condition that makes them unable to perform the essential functions of their job or
- a disability for which leave is an accommodation

Quarantined employees who are symptomatic

Symptomatic employees likely would have a qualifying condition under the FMLA which would require them to take leave. If the employees are ineligible for the FMLA or have exhausted their 12 weeks, they may still have time under an analogous state leave law or under the ADA. With regard to the ADA, even though this virus does not seem to manifest in long-term symptoms, the Americans with Disabilities Act Amendments Act (ADAAA) and subsequent case law have generally held that severe illnesses such as Covid-19 would qualify as a disability under the law.

Please Note: Congress is currently considering legislation that may impact the above analysis and we will provide updates as needed.

- [Special Bulletin – March 23, 2020](#)
- [Special Bulletin – March 30, 2020](#)

- [Special Bulletin – April 10, 2020](#)

Families First Coronavirus Response Act (FFCRA)

The Families First Coronavirus Response Act was signed into law on March 18, 2020. There are two components of the bill with impact to policyholders – the Emergency Family and Medical Leave Expansion Act (EFMLEA) and the Emergency Paid Sick Leave Act (EPSLA). Please reference the attached memo below for a description of the components within the bill and potential impacts to leave and disability claims administration.

- [Families First Coronavirus Response Act \(FFCRA\) – March 26, 2020](#)