



EMPLOYEE BENEFITS

COVID-19 OUTBREAK RESPONSE

WHAT YOU NEED TO KNOW - GROUP INSURANCE POLICIES

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 remain committed to providing superior service to our policyholders and we are taking active steps to prevent any disruption to our business processes.

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 August 31, 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 through May will be deemed Actively Working from and after the initial date the furlough or layoff began through the end of the calendar month in which the 90th day after the furlough or layoff occurs, or in accordance with the continuation provisions in the policy, whichever is greater; for example, an employee furloughed on March 15 will be deemed Actively Working through June 30, as the 90th day of that status occurs in the month of June;
- June, July or August will be deemed Actively Working through August 31, or in accordance with the continuation provisions in the policy, whichever is greater.

For Group LTD coverage, 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 through July 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.
- August will be deemed Actively Working through August 31, 2020, or in accordance with the continuation provisions of 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 August 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 through May will be deemed Actively Working from and after the initial date the furlough or layoff began through the end of the calendar month in which the 90th day after the furlough or layoff occurs, or in accordance with the continuation provisions in the policy, whichever is greater; for example, an employee furloughed on March 15 will be deemed Actively Working through June 30, as the 90th day of that status occurs in the month of June;
- June, July or August will be deemed Actively Working through August 31, or in accordance with the continuation provisions in the policy, whichever is greater.

For Group LTD coverage, 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 through July 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.
- August will be deemed Actively Working through August 31, 2020, or in accordance with the continuation provisions of 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 August 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 through May will be deemed Actively Working from and after the initial date the reduction in hours began through the end of the calendar month in which the 90th day after the initial reduction in hours occurs, or in accordance with the continuation provisions in the policy, whichever is greater; for example, an employee put on reduced hours on March 15 will be deemed Actively Working through June 30, as the 90th day of that status occurs in the month of June;
- June, July or August, will be deemed Actively Working through August 31, or in accordance with the continuation provisions in the policy, whichever is greater.

For Group LTD coverage, 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 through July 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.
- August will be deemed Actively Working through August 31, 2020, or in accordance with the continuation provisions of 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 August 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 through May will be deemed Actively Working from and after the initial date the reduction in hours began through the end of the calendar month in which the 90th day after the initial reduction in hours occurs, or in accordance with the continuation provisions in the policy, whichever is greater; for example, an employee put on reduced hours on March 15 will be deemed Actively Working through June 30, as the 90th day of that status occurs in the month of June;
- June, July or August, will be deemed Actively Working through August 31, or in accordance with the continuation provisions in the policy, whichever is greater.

For Group LTD coverage, 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 through July 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.
- August will be deemed Actively Working through August 31, 2020, or in accordance with the continuation provisions of 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 August 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 through May, the days an employee is on furlough, layoff or reduced hour status will count toward the Waiting Period from and after the initial date of furlough, layoff or reduced hour status through the end of the calendar month in which the 90th day after the furlough, layoff or reduction in hours occurs; for example, if an employee is put on furlough on March 15, days through June 30 will count toward the Waiting Period, as the 90th day of that status occurs in the month of June;
- June, July or August the days an employee is on furlough, layoff or reduced hour status through August 31 will count toward the Waiting Period.

For Group LTD coverage, employees on furlough, layoff or reduced hour status beginning in:

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

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 voluntarily 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 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.

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:

- 1) a serious health condition that makes them unable to perform the essential functions of their job or
- 2) 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.

ACCIDENT

Accident policies do not provide benefits for the diagnosis or treatment of coronavirus.

CRITICAL ILLNESS

Coronavirus is not a covered condition under our Critical Illness policies.

DISABILITY

We will manage claims according to the policy, as we would with any other medical condition. If a person has a diagnosis of coronavirus and is unable to work, he/she may be eligible for disability benefits. If a person is diagnosed or quarantined, but is still able to work, even remotely, he/she will not be deemed disabled under the policy.

Administrative Services Only (ASO): We will work closely with our ASO self-insured customers to administer their plans in accordance with their needs.

LIFE INSURANCE

If a person dies while covered by the policy, benefits will be paid according to the policy, unless payment is prevented by a policy exclusion.

WORLDWIDE EMERGENCY TRAVEL ASSISTANCE

Experiencing an emergency while traveling can be especially difficult. Knowing who to call for medical problems is critical. Travel assistance services offer access to a network of professionals who can help with local medical referrals or other emergency assistance service anywhere in the world.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

Our EAP professionals are always just a call away, ready to lend an ear and make referrals as appropriate based on the EAP services of your policy. Telephonic services are available 24 hours a day, 7 days a week.

NEED HELP? LET US KNOW.

We are committed to working closely with you and your clients to navigate through this dynamic and challenging time. If you have questions, please reach out to your local Sales Representative.

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