

Novel Coronavirus (COVID-19) FAQs

Employee Benefits FAQs

GENERAL/EMPLOYEE SUPPORT

Q: At what point is a disease considered a pandemic?

A: The [World Health Organization \(WHO\)](#) is responsible for declaring whether a disease is a pandemic. They are currently providing daily situation briefings via their website. Additional resources are also available through the [U.S. Centers for Disease Control and Prevention \(CDC\)](#).

Q: Are there EAP resources available to help employees impacted by COVID-19?

A: Voya Employee Benefits' EAP provider, ComPsych, has developed a [digital toolkit](#) to help keep employees informed about novel coronavirus (COVID-19), as well as offer guidance on how to remain healthy and deal with the emotional impacts of the outbreak. The toolkit includes an overview of the outbreak, health and safety resources, tips for staying healthy, a webinar about the Coronavirus, and relaxation techniques to help deal with stress. In addition, covered EAP customers can access the [GuidanceResources website](#) or call 877-533-2363 for 24/7 support, resources, and information.

Q: What travel assistance resources are available to employees?

A: Voya Employee Benefits' Travel Assistance provider, Europ Assistance USA, through Generali Global Assistance, has published a [bulletin](#) specific to the novel coronavirus (COVID-19) outbreak, outlining the current state of the outbreak, public health regulations, recommendations for those traveling to affected regions, and keys to preventing infection. Updates will be made to this bulletin regularly as the situation progresses. In addition, covered Voya Travel Assistance customers can continue to access the [Voya Travel Assistance website](#) or call 800-859-2821 any time for alerts and up-to-date information about specific locations to which they may be travelling.

Q: Will Voya continue to support existing performance guarantees?

A: Voya has instituted business continuity plans, including work from home capabilities all employees, including our call-center and claims employees. We are making every effort to maintain our service levels, keeping in mind any agreed-upon service guarantees. We have not yet considered the performance guarantee impact and hope our clients will work with us during this unprecedented time and as we strive to continue to provide excellent service to our customers.

Q: Are external audits permitted at this time? If so, will these be conducted remotely or on-site?

A: We have suspended all onsite audits at this time. Audits will be accommodated once the current period of social distancing has subsided.

LEAVE

Q: What is our business continuity plan for a pandemic, especially as it relates to Leave claims?

A: Voya's business continuity plan provides the detailed steps necessary during a catastrophe to be functional within four hours with a recovery point objective of no data loss, and to enable manual processes to occur in the meantime. Outlined below is a brief description of the steps we take to ensure that our customers' employees do not experience a disruption in service in the case of such an event:

- Invoke the predefined call re-routing process to immediately route all calls to backup locations. This process is in place and is tested on a monthly basis to ensure reliability.
- Relocate any required incremental staff to backup locations, including their homes, to handle the call volume.
- Execute the technology and facility management business continuity plans.

Q: If an employee is diagnosed with COVID-19, what leaves are they entitled to?

A: If an eligible employee has been diagnosed with COVID-19, they would qualify for FMLA and State leave.

Q: If an employee's child, spouse or parent has COVID-19, what leaves are they entitled to?

A: If an eligible employee's child, spouse or parent has COVID-19, the employee would qualify for FMLA and State leave.

Q: If an employee has no symptoms and is in quarantine, what leaves are they entitled to?

A: If an employee has no symptoms, but is in quarantine, he or she would not qualify for FMLA leave. It does not meet the Department of Labor's definition of a serious health condition.

PREMIUM GRACE PERIODS

What premium grace periods are available?

We are actively monitoring state emergency guidelines for premium grace period extensions and will implement state-specific mandates as we become aware of them.

- For Life and Disability, our grace period for employer paid coverage is generally 45 days, though you should review the terms of your Policy to confirm your specific guidelines. We will extend the premium grace period for an additional 30 days from what is currently in the employer's policy unless we determine such accommodations are no longer necessary.
- Our supplemental health benefit products' premium grace period is generally 60 days, although you should review the terms of your Policy to confirm your specific guidelines. For employers collecting payroll deductions and insureds with supplemental health products currently on direct billing, we will extend the premium grace period for an additional 30 days from what is currently in the employer's policy unless we determine such accommodations are no longer necessary. This extended grace period also applies for our earlier generation individual life and supplemental health plans that are administered via payroll deduction.
- For Stop Loss business, grace periods for premium due in this time period will be extended an additional 30 days for those administratively impacted by Covid 19 until we determine such accommodations are no longer necessary

In this rapidly changing environment, we are continually monitoring state guidelines. In the event states require a longer grace period, we will always adhere to the state's requirement. Additionally, if you anticipate having any issues with being able to remit your premiums due to the circumstances surrounding COVID-19, we ask that you please contact your client manager.

LONG TERM DISABILITY INCOME INSURANCE

Q: What is our business continuity plan for a pandemic, especially as it relates to Disability Leave claims?

A: In response to our ability to manage an increase in claim volume related to the COVID-19:

- COVID-19 claims, if received, will generally be Short Term Disability (STD) claims as it is either a relatively brief illness without ongoing residual impairment or severe enough that it results in death.
- Current STD staffing allows for a temporary increase in claim volumes.
- Voya Employee Benefits will provide overtime compensation to STD case specialists in response to an increase in claim volumes.

- LTD resources, support services resources, and management are capable of assisting with STD claims as needed.
- If needed, Voya Employee Benefits Claims resources have the ability to operate remotely with no impact to customer interface and production.

Q: Are quarantined individuals “actively at work”? If not, does coverage continue during a quarantine or temporary “plant closure”?

A: If the employee is quarantined, but performing normal work duties at an alternate location, they would be considered "Actively at Work" under our policy.

If the employee is not performing normal duties at their regular or alternate location, generally, we would generally not consider them to be "actively at work". We do consider a quarantined individual to be eligible for continuation of coverage, if the employee's quarantine is an approved leave in accordance with the leave provisions of the employer's policy. Our standard language allows for continuation due to an approved federal (or state if applicable) FMLA or leave law and military service. If you would like to review your group's currently available extensions for continuation, please contact your account manager.

SHORT TERM DISABILITY INCOME INSURANCE

Q: Would an insured person qualify for a Short Term Disability (STD) benefit if they are otherwise healthy, but have tested positive for the virus, thus resulting in the employer (and local health authorities) not allowing them to come to work?

A: If an employee is quarantined, but does not have symptoms, or symptoms allow them to work, they would generally not be considered to meet the definition of disability.

Q: Will we offer any coronavirus-related riders or enhancements to the STD plan? What about to our ASO STD program?

A: At this time we have no products specific to Coronavirus, but continue to review all available options for our customers. We will be working with policyholders on a case-by-case basis to consider solutions when requested. We are developing template language for employers for consideration for their ASO STD plans and will be communicating those as soon as possible.

Q: If local health authorities order the workplace closed because of the risk of exposure to this communicable disease, once the insured exhausts their accrued sick leave and/or PTO time, is such an event ever considered an eligible “disability” under your STD contract?

A: Closure of an office would generally not be considered to meet the definition of disability under an STD contract.

Q: If an employee becomes ill due to COVID-19, are they eligible for an STD benefit?

A: If an employee is unable to work during a period of medically required confinement due to sickness, they could be considered to meet the definition of disability. As with all claims, we rely on medical data and/or a physician’s medical certification to determine eligibility on a case-by-case basis. Eligibility is dependent upon the contract/policy language, including the contract/policy’s definition of disability.

Q: Are quarantined individuals “actively at work”? If no, does coverage continue during a quarantine or temporary plant closure?

A: If the employee is quarantined, but performing normal work duties at an alternate location, they would be considered "Actively at Work" under our policy.

If the employee is not performing normal duties at their regular or alternate location, we would generally not consider them to be "actively at work". We do consider a quarantined individual to be eligible for continuation of coverage, if the employee's quarantine is an approved leave in accordance with the leave provisions of the employer’s policy. Our standard language allows for continuation due to an approved federal (or state if applicable) FMLA. If you would like to review your current available extensions for continuation, please contact your account manager.

Positive COVID-19	Short Term Disability
Quarantined, positive with symptoms, unable to work	Likely eligible for benefits, eligible for continued coverage through premium payment. Coverage changes made during this time are effective, once return to active status
Quarantined, positive, able to work	Likely considered actively at work if working at an alternate location. Likely not eligible for benefits if not able to meet conditions for the definition of disability

Negative COVID-19	Short Term Disability
Quarantined, no symptoms, not able to work as employer cannot offer an alternate location	Not actively at work, but may be eligible for continuation of coverage based on the employer’s plan. Coverage changes made during this time are effective, once return to active status

Q: Are we able to waive STD and Leave requirements to provide medical certification?

A: At this time, we are not waiving required substantiation, including the need for a medical certification. We have a proactive claims model and will continue to do physician reach outs to facilitate claim decision. If we are able to approve with medical information over the phone, we seek to do that whenever possible. We will continue to monitor the situation, including any change in state requirements, and discuss alternatives during this time of uncertainty with COVID-19 and will communicate to our clients, should this position need to change in the future.

LIFE INSURANCE

Q: Are quarantined individuals “actively at work”? If no, does coverage continue during a quarantine or temporary “plant” closure?

A: If the employee is quarantined, but performing normal work duties at an alternate location, they would be considered "Actively at Work" under our policy.

If the employee is not performing normal duties at their regular or alternate location, generally, we would generally not consider them to be "actively at work". We do consider a quarantined individual to be eligible for continuation of coverage, if the employee's quarantine is an approved leave in accordance with the leave provisions of the employer's policy. An individual's coverage will continue while they are quarantined per these guidelines in the employer's contract allow and if premiums are paid. If you would like to review your current continuation extensions, please contact your account manager.

Positive COVID-19	Life
Quarantined, positive with symptoms, unable to work	Not actively at work, but likely eligible for continuation. Coverage changes made during this time are effective, once return to active status
Quarantined, positive, able to work	Likely considered actively at work if working at an alternate location.

Negative COVID-19	Life
Quarantined, no symptoms, not able to work as employer cannot offer an alternate location	Not actively at work, but likely eligible for continuation. Coverage changes made during this time are effective, once return to active status

Q: What is the impact of quarantine, either at home or at a facility on waiting periods?

A: If the insured person is working from an alternative location at the direction of (or approved by) the employer, that would be considered actively at work and would count towards meeting any eligibility waiting period. Coverage may not stop if there are contractual continuation provisions that would apply, but it could delay an effective date for coverage or increase to coverage that otherwise was scheduled to occur. Some customers may have additional language for "Non-Working Day" that potentially covers quarantine (dependent upon the employer's intent). This language is not standard.

Q: Are you approving COVID-19 related deaths covered under the Life/AD&D policy?

A: Life insurance death benefits related to COVID-19 would be payable to beneficiaries. Accidental Death and Dismemberment benefits would not be payable under the group's AD&D rider. The diagnosis of COVID-19 is an illness, which is excluded from AD&D coverage. Standard limitations and exclusions (if any) would apply.

Q: Are we willing to reduce the hours worked language in our contracts to accommodate employees working with reduced hours?

A: All requests for reduction in hours and current eligibility language should be submitted for consideration to the assigned underwriter.

CRITICAL ILLNESS/SPECIFIED DISEASE INSURANCE

Q: Are Critical Illness/Specified Disease benefits payable for a diagnosis of COVID-19?

A: The insured is able to file a claim anytime they feel they have a covered event. Under Critical Illness Insurance, the Infectious Disease Benefit requires that the insured individual be diagnosed with a severe infectious disease on or after their coverage effective date and that results in the insured being confined in a hospital or a transitional care facility for a specified number of consecutive days in order for the benefit to payout. The Infectious Disease benefit is offered under the Quality of Life Module for CI2 and Module B under CI1 if the employer has elected to offer those modules. Under CI1, "Infectious Disease" is selected at the group-level and either included or not included in the module. We encourage insured persons to file a claim should they feel they are eligible for a benefit and ask that you refer to the policy and/or certificate for additional information.

Q: Are we still honoring requests for new quotes for CI to add the Infectious Disease Benefit?

A: New CI quotes will no longer include the Infectious Disease benefit. Pending quotes that include the Infectious Disease benefit will be honored. Cases that have been sold and are in active implementation will continue to include the benefit, with no change in rates.

Q: Will we allow in-force customers to add the Infectious Disease benefit into their CI plans? If yes, will there be a premium difference?

A: No. At this time, Voya will not approve requests to add the Infectious Disease benefit into in-force CI plans.

Q: Will we continue to allow in-force customers with the Infectious Disease benefit on their CI plans to add new hires into their CI plan?

A: Yes, in-force customers with the Infectious Disease benefit may continue to enroll new hires, allow employees to make changes as a result of a qualified life event and at annual open enrollment.

Q: What is the impact of a quarantine, either at home or at a facility, on Critical Illness/Specified Disease insurance waiting periods?

A: Supplemental Health coverages allow an individual who is actively at work and/or those who are on an employer-approved leave of absence to be eligible for coverage and to file an eligible claim. Employers are encouraged to communicate to employees whether quarantine will impact an employee's actively at work status. Remember that premium payments are still needed during an employee's approved leave of absence.

Q: If an employee has been diagnosed with COVID-19 and is ill, can they file a Critical Illness claim?

A: An insured is able to file a claim anytime they feel they have a covered event. Under Critical Illness Insurance, the Infectious Disease Benefit requires that the insured individual be diagnosed with a severe infectious disease on or after their coverage effective date and that results in the insured being confined in a hospital or a transitional care facility for a specified number of consecutive days in order for the benefit to payout. The Infectious Disease benefit is offered under the Quality of Life Module for CI2 and Module B under CI1 if the employer has elected to offer those modules. Under CI1, "Infectious Disease" is selected at the group-level and either included or not included in the module. We encourage insured persons to file a claim should they feel they are eligible for a benefit and ask that you refer to the policy and/or certificate of coverage for additional information.

HOSPITAL INDEMNITY INSURANCE

Q: What is the impact of quarantine, either at home or at a facility, on Hospital Confinement Indemnity Insurance waiting periods?

A: Supplemental Health coverages allow an individual who is actively at work and/or those who are on an employer-approved leave of absence to be eligible for coverage and to file an eligible claim. Employers are encouraged to communicate to employees whether quarantine will impact an employee's actively at work status. Remember that premium payments are still needed during an employee's approved leave of absence.

Q: If an employee has been diagnosed with COVID-19 and is ill, can they file a Hospital Confinement Indemnity Insurance claim?

A: Yes, an insured is able to file a claim anytime they feel they have a covered event. Hospital Indemnity Insurance provides benefits for insured individuals who may experience a hospital confinement. The diagnosis does not factor into their benefit eligibility as it is based on the confinement. When eligible, we would pay out the total number of days the insured is continuously confined up to the maximum allowed based on the plan design. In the event an insured person dies, under HI1, the benefit would be paid to the estate.

SUPPLEMENTAL HEALTH – GENERAL

Q: If an employee has been tested for COVID-19, can they file a Wellness Claim?

A: Supplemental Health coverages may also include a Wellness Benefit, which pays an annual benefit if an insured undergoes a covered health screening test. A COVID-19 screening test would be considered a covered health screening under this benefit, regardless of the result of such test. Telemedicine visits are not eligible for wellness benefits. If the insured is covered under multiple Supplemental Health products offered by Voya that include the wellness benefit, they are eligible for an annual wellness payment under each coverage. Please review your Group Policy or Certificate of Coverage and any riders for additional information.

Q: If an employee is quarantined – either at home or at a facility – are they considered to be actively at work? Does coverage continue during a quarantine or temporary business closure?

A: Supplemental Health coverages allow an individual who is actively at work and/or those who are on an employer-approved leave of absence to be eligible for coverage and to file an eligible claim. An individual's coverage will continue if the employee's quarantine or a temporary business closing is considered an approved leave of absence in accordance with the leave provisions of the employer's policy. Premium payments are still needed during an employee's approved leave of absence, however, Voya is extending grace periods during the COVID-19 driven situation and business closings. We are closely monitoring relevant state activity related to premium grace period and will adjust appropriately as needed. If you anticipate having any issues with being able to remit your premiums due to the circumstances surrounding COVID-19,

please contact your client manager. In addition, if you would like to review your current continuation of coverage extensions, please contact your client manager.

Q: Does an employee's eligibility for their supplemental benefits change if their hours are reduced?

A: Supplemental Health coverage is administered by the employer and, if applicable, their benefits administrator. During this COVID-19 driven event, we will consider an individual's eligibility for Supplemental Health coverage to continue unchanged if their hours are temporarily reduced. Premium payments are still needed during this period of time. Voya is extending grace periods during the COVID-19 driven situation and business closings. We are closely monitoring relevant state activity related to premium grace period and will adjust appropriately as needed. If you anticipate having any issues with being able to remit your premiums due to the circumstances surrounding COVID-19, please contact your client manager. Employers are encouraged to communicate to employees on how their plans will be administered during this time. If you would like to review your current eligibility definitions, please reach out directly to your client manager.

Q: If an employee has been diagnosed with COVID-19 and is ill, can they file an Accident claim?

A: An insured individual may always file a claim if they feel they are eligible for benefits and a determination will be made through the claims review and based on provisions of their coverage. In general, however, our Accident Insurance provides benefits for a covered accidental event that occurs on or after their coverage effective date. The diagnosis of COVID-19 would not be considered an accident, but instead an illness, which is excluded from coverage.

Q: Are COVID-19 related deaths covered under Accidental Death Benefits on the Accident Insurance plan?

A: Accidental death and dismemberment benefits would not be payable under the group's Accident Insurance plan for a death from the COVID-19. The diagnosis of COVID-19 is an illness, which is excluded from Accident coverage.

Q: Will we offer any extension of the application period for Supplemental Health products portability if employers have difficulty sending notification of rights in a timely manner?

A: If Voya is handling the portability notifications using a regular data feed from the employer or their benefits administrator, we do not expect there to be an issue with providing timely notification of portability rights as long as we are continuing to receive the data feed as scheduled. If an employer is self-managing the portability process, our standard policy language allows for 31 days following insurance termination or reduction in order to apply for portability or

conversion, although you should review the terms of your Policy to confirm your specific timelines.

In consideration of potential for disruption or delays in employer process for notification over near term, Voya will be extending the application period to a minimum of 60 days for insurance termination or reductions occurring from 3/2/2020 through 6/30/2020.

If a covered event occurs during the initial 31 days, a claim is payable whether or not an application for portability was received. After that initial 31 days, the insured person may have more time to submit their application but no coverage is in force until such an application is received. Please keep in mind an extension of the application period does not extend the time in which an insured person is covered under the group policy.

Q: Do pre-existing condition limitations apply as they relate to COVID-19 diagnoses? If an insured hasn't been tested, would COVID-19 symptoms alone be considered a pre-existing condition? Will we allow customers to make plan changes to remove any pre-existing condition limitations from their plans?

A: It is highly unlikely that a pre-existing limitation exclusion would preclude us from paying a COVID-19 infectious disease benefit under a CI or HI policy. Experiencing COVID-19 symptoms alone would not necessarily exclude benefit payments under the pre-existing condition limitation exclusion if the insured did not seek medical treatment for the condition prior to the effective date of their plan. If a customer's plan includes a pre-existing condition limitation, infectious disease claims submitted during the limitation period will be reviewed and paid according to the certificate language. We will consider plan changes and review requests on a case-by-case basis. These changes, if agreed to, may likely include premium adjustments.

We encourage insured persons to file a claim should they feel they are eligible for a benefit and refer them to the policy and/or certificate of coverage for additional information.

Q: Will Voya offer "off-cycle enrollments" for Supplemental Health products and waive any late enrollment conditions?

A: Enrollments are standardly available during an annual open enrollment, for new hires and for qualified life events. The diagnosis of COVID-19 or the threat of infection or quarantine is not considered a qualified life event. Voya will review any employer requests for an off-cycle enrollment on a case-by-case basis, considering the appropriate supporting business rationale.

Q: Will Voya send direct bills to employees once the employer resumes regular business? What is Voya's communication plan to employees about what will happen to policies during the shutdown or leave?

A: Voya's supplemental health coverages are generally considered to be self-administered by the employer. Recouping missed deductions would be handled by the employer or their designated benefits administrator once the employee is back to work.

ReliaStar Life Insurance Company and
ReliaStar Life Insurance Company of New York,
members of the Voya® family of companies

Employee communication should continue to be managed by the employer or their benefits administrator. If employers need communications support during this time, contact your client manager.

Q: Will Voya allow employees to cancel their Supplemental Health plan coverage at any time of the year? Could they re-enroll at their next annual enrollment with no evidence of insurability?

A: Employees may terminate their voluntary supplemental health benefit coverage at any time. Employees may enroll in supplemental health products at their next open enrollment with no evidence of insurability. Our supplemental health products are built to be guaranteed issue at each open enrollment. Any new coverage in which they enroll will be subject to all exclusions and limitations that apply, including starting a new pre-existing condition limitation timeframe, if included in the policy or certificate of coverage.

STOP LOSS

Stop Loss Insurance is offered by Voya Employee Benefits. This coverage is underwritten by ReliaStar Life Insurance Company and ReliaStar Life Insurance Company of New York, members of the Voya® family of companies (the company):

Q: If any testing fees or costs related to COVID-19 are being treated as preventative coverage under the employer's specific medical plan for the foreseeable future, will these costs be covered under specific or aggregate coverage?

A: Yes. If any testing fees or expenses related to COVID-19 are considered eligible expenses under the employer's plan due to COVID-19, they will be considered eligible under the Stop Loss policy.

Q: If an insured is diagnosed with COVID-19 and incurs significant medical expenses during treatment, will those costs be considered eligible under the company's Stop Loss policy?

A: Any expenses (diagnostic, treatment of, etc.) will be considered eligible under the company's Stop Loss policy as long as those expenses are eligible under the employer's plan. This also includes waiving deductibles, co-pays, coinsurance, virtual visits, and telemedicine. In addition, early refills of medication to ensure participants have a 30-day supply will also apply.

Q: Are there exclusions or restrictions under the company's Stop Loss policy related to COVID-19 that I should be aware of?

A: Stop Loss policies include clearly stated Exclusions & Limitations along with any plan mirroring that will apply via the Plan Mirroring endorsement in your policy. You will continue to be reimbursed in accordance with your plan document.

ReliaStar Life Insurance Company and
ReliaStar Life Insurance Company of New York,
members of the Voya® family of companies

Q: If an employer is amending their handbook to create more flexibility around leave policy, will my contract recognize those changes and allow eligibility for coverage?

A: The company will support covered members as defined by the plan sponsor including changes made to their plan document and/or employee leave policy related to the care of COVID-19. Please notify us of changes as soon as reasonably possible. We will reevaluate our position on plan change notification in conjunction with ongoing guidance and developments as determined by the World Health Organization (WHO) given that our standard is 31 days advance notice.

Q: If an employer group lays off or terminates staff, will rehired individuals need to satisfy a new specific deductible once rehired?

A: Generally speaking, if the employee is rehired within the same plan year and is not considered a new hire under the underlying plan, they would not need to satisfy a new specific deductible. Please note the company would need to rely on the employer and/or their administrator to manage this from an eligibility and claim reporting perspective. Again, the company will support covered members as defined by the plan sponsor including changes made to their plan document and/or employee leave policy related to the care of COVID-19. Please notify us of changes as soon as reasonably possible. We will reevaluate our position on plan change notification in conjunction with ongoing guidance and developments as determined by the World Health Organization (WHO) given that our standard is 31 days advance notice.

Q: What should happen if an employer requires expedited claims reimbursements due to cash flow concerns related to COVID-19?

A: We understand and are sensitive to the fact that this situation may arise. As we have done in the past, we will work closely with our clients and do our best accommodate requests for expedited claims processing. Please note: any requests for expedited processing should be clearly stated within the claim submission and we will require complete claim information before the claim can be expedited.

This communication does not confirm eligibility for a benefit. Filing a claim may require any necessary medical records or proof of claim as determined during the review process. A complete description of benefits, limitations, exclusions and termination of coverage is provided in the certificate of insurance and riders. All coverage is subject to the terms and conditions of the group policy. If there is any discrepancy between this document and the group policy documents, the policy documents will govern. Insurance is provided by ReliaStar Life Insurance Company (Minneapolis, MN) and ReliaStar Life Insurance Company of New York (Woodbury, NY), members of the Voya® family of companies. Availability may vary by state.

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