



STATE OF ALASKA

JUDICIAL RETIREMENT SYSTEM

Retirement Application Instruction Booklet



Alaska Judicial Retirement System
Division of Retirement and Benefits
P.O. Box 110203
Juneau, AK 99811-0203
Toll-Free: (800) 821-2251
In Juneau: (907) 465-4460

Alaska.gov/drb

JRS001

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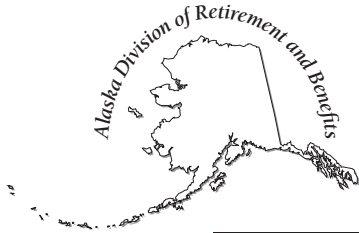


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INTRODUCTION

Congratulations! You are about to realize your retirement dreams! This packet has been designed to provide the information and forms necessary to apply for and begin receiving your retirement benefits from the Judicial Retirement System (JRS).

Your JRS retirement includes both pension and access to health benefits. Please read this information booklet carefully to be sure you understand all the benefit provisions to which you are entitled.

IMPORTANT! Please make sure you meet retirement eligibility requirements before you terminate employment.

SECTION I. MINIMUM REQUIREMENTS FOR PENSION BENEFITS

Retirement Effective Date

By law your retirement effective date will be the first of the month after all the following requirements are met:

- You meet the minimum service and age requirements for retirement. **If you are close to being vested or completing other retirement requirements, you should not leave employment until you are absolutely certain that you are eligible to retire. It is your responsibility to be sure you are eligible for retirement before you terminate employment.**
- You have a bona fide termination of employment with **no pre-arrangement to return to work with the State of Alaska in any capacity.**

Note: If you terminate your employment on the first day of the month, you will not be appointed to retirement until the following month. There can be no pre-arrangement for re-employment with the State of Alaska prior to your retirement date.

- You have submitted your written application, including a sworn statement of eligibility, to the Governor and the Governor has certified your retirement eligibility to the Commissioner of Administration.
- You have submitted this retirement application to the Division of Retirement and Benefits.
- If you were not eligible to receive retirement pay at the time of your retirement and you deferred receipt of retirement benefits, your retirement will be effective the first day of the month in which you reach age eligibility, as long as the other requirements listed above have been met.

Retirement Eligibility

You reach retirement eligibility by meeting either age or service requirements. A justice or judge must be age eligible and have a minimum of 5 years of paid up judicial service.

Early Age Requirements

Actuarially reduced early benefits are payable upon reaching age 55 and at any age if you have accrued at least 20 years of credited service in the JRS.

Under early retirement, your monthly benefit is reduced by an actuarially determined percentage based on your age for each month under normal retirement age. The closer you are to normal retirement age, the smaller the reduction. Under normal retirement, your monthly benefit is not reduced.

Normal Age Requirements

You will be eligible to retire after you are vested and have reached your 60th birthday.

Caution: If you request a refund of your JRS contributions and interest, you will not be eligible for JRS retirement benefits.

It is always a good idea to ask the court system to verify your JRS service before you terminate employment. Verifying your service is especially important if you just barely have enough JRS service to retire.

SECTION II. PENSION BENEFIT CALCULATION

Service

The pension benefit calculation is dependent upon the number of years of service you have as well as the monthly salary for the judicial office you retired from.

JRS members working full-time earn service on a day-for-day basis. To receive credit for a weekend or holiday you must be in pay status the day before and the day after the weekend or holiday. Pro-tempore JRS members earn service based on the number of hours worked with 1950 hours equaling a year of service. Members can accrue service under AS22.15.170(b) as an acting District Court judge.

Part-time pro-tempore members cannot earn more than what the full-time service would be for any given period.

Since the number of years of service is a fundamental part of the retirement calculation, the more years of service you have, the higher your pension benefit will be, up to a maximum of 15 years. Once you have reached 15 years of service, additional service time will not increase your retirement benefits.

Benefit Formula

The JRS benefit formula is 5% per year of service to a maximum of 75% of the monthly salary authorized for the judicial office you held at the time of retirement. This salary cannot include salary in excess of the limitations set out in 26 U.S.C. 401(a)(17) (Internal Revenue Code).

A judge or justice who has 15 years of service and receives \$13,000 per month would have their base pension benefit calculated as follows:

$$(5\% \times \$13,000) \times 15 \text{ years equals } \$9,750 \text{ per month.}$$

This base pension would then be adjusted for early retirement, depending upon the member's elections.

Geographical Differential

Geographic differential pay, or any other pay increments over the base pay for the judicial office you retire from, are not included in compensation for benefit calculation purposes.

SECTION III. MEDICAL BENEFITS, DENTAL-VISION-AUDIO, AND LONG-TERM CARE PROGRAMS

Health benefits available from the Alaska Retiree Health Plan include Medical, Dental-Vision-Audio (DVA), and Long-Term Care (LTC). Enrollment information and available options are summarized in this section.

Premiums for medical benefits are paid for by the JRS. No additional premium payment is required for medical insurance under the Retiree Health Plan. However, all JRS members must pay a premium for DVA and/or LTC if elected. Premium payments will be deducted from your retirement benefit each month.

If your monthly benefit is not sufficient to cover the cost of DVA and/or LTC premiums, you are responsible to pay the premiums directly to the health plan. You will be sent a *Retiree Direct Bill Health Enrollment* form once you are appointed to retirement. You must submit this form directly to the claims administrator within 60 days of the date you were notified of your right to enroll in this plan. You will receive a monthly bill from the claims administrator. **If you do not receive a form, please contact the Division. You will not have coverage unless this form is completed and submitted to the claims administrator.**

If you fail to pay the monthly premiums your insurance benefits will stop, and you will not be allowed to reinstate them.

This is only a summary of the benefits available. Complete descriptions are available in the *Retiree Insurance Information Booklet* and *Long-Term Care Booklet*. These are available from the Division, or on our web site. In the event of a conflict between this information and the plan booklets, the plan booklets will prevail.

Health Plan – Who May Be Covered

The AlaskaCare Retiree Health Plan is a grandfathered plan under the Affordable Care Act (ACA). Not all provisions of the ACA will apply. JRS members have family coverage at retirement which includes the member, spouse, or dependent children.

- You. **You must provide evidence of date of birth.**
- Your spouse. You may be legally separated, but not divorced. **You must provide proof of marriage, and evidence of your spouse's date of birth.**
- Your children from birth (exclusive of hospital nursery charges at birth and well-baby care) up to 23 years of age only if they are:
 - ~ Your natural children, stepchildren, foster children placed through a State foster child program, legally adopted children, children in your physical custody and for whom bona fide adoption proceedings are underway, or children for whom you are the legal, court-appointed guardian. If a child is not your natural born child, please provide a court-certified copy of the adoption paperwork or court orders.
 - ~ Unmarried and chiefly dependent upon you for support; and
 - ~ Living with you in a normal parent-child relationship.
 - This provision is waived for natural/adopted children of the benefit recipient who are living with a divorced spouse, assuming all other criteria are met.
 - Only stepchildren living with the retiree more than 50% of the time are covered under this plan.
 - ~ **You must provide evidence of date of birth for each eligible child.**

In accordance with the AlaskaCare Retiree Health Plan established under AS 39.30.090:

- If your dependent child is age 19 or older, they are required to be registered at, and attending on a full-time basis, an accredited educational or technical institution recognized by the Department of Education and Early Development.
- If your dependent child is age 19 or older and is not a full-time student, then the dependent is eligible for coverage only if he or she is totally and permanently disabled. Please contact the Division for additional information about eligibility, and for information about how to provide proof of your dependent's disability.
- When your last dependent child is no longer an eligible dependent, you must notify the Division in writing and request reduction of your DVA to retiree only or retiree and spouse.

Children incapable of employment because of a mental or physical incapacity are covered even if they are past age 23. However, the incapacity must have existed before age 23 and the children must continue to meet all other eligibility criteria. You must furnish the Division with evidence of the incapacity, proof the incapacity existed before age 23, and proof of financial dependency. This proof must be submitted within 60 days of your retirement date or the date the child turns 23, whichever is later. Children are covered as long as the incapacity exists, they meet the definition of children except for age, and you continue to provide periodic proof of the continued incapacity as required.

Children are not eligible for Long-Term Care (LTC) coverage.

When you retire, you must list your dependents under the health plan so claims may be paid. If your dependents change later, you must complete a form to add or delete dependents from your account.

If more than one family member is retired under a retirement plan sponsored by the State of Alaska, each eligible family member may be covered by this program both as a benefit recipient and as a dependent, or as the dependent of more than one benefit recipient.

If you elect or are provided with coverage for dependents, your dependents are eligible for benefits on the same day you are eligible, if they meet all eligibility requirements. Medical coverage provided by the retirement system is family coverage. Those who must pay for Medical coverage are required to elect the level of coverage that you want. If you add new dependents, they will be covered immediately if you are purchasing coverage for them.

If you increase your coverage to include dependents following marriage or birth or adoption of a first child, their coverage begins on the first of the month following receipt of your written request.

To report your eligibility for health insurance to the claims administrator in a timely manner, you must file your retirement application at least 60 days prior to your retirement date. Once your eligibility has been reported, you will be sent a welcome kit with information and forms for using your health plan. Shortly afterward, the claims administrator will send you identification cards.

Medical Benefits Highlights

Benefit Year	January 1 – December 31
Annual Deductible	The amount you must pay before the plan pays \$150 per individual annually Maximum 3 deductibles per family annually
Coinsurance	The amount the plan pays – 80% of the recognized charge
Annual Out of Pocket Maximum	When your 20% reaches this amount, the plan pays 100% for the rest of the year – \$800 per person
Lifetime Maximum	\$2 million per person
Prescription Drugs	Maximum allowed for each fill – 90 day supply: Retail/local pharmacy: <ul style="list-style-type: none"> • Brand-name drug – \$8 co-pay • Generic drug – \$4 co-pay Mail-order pharmacy: <ul style="list-style-type: none"> • All drugs – No co-pay
Outpatient Surgery, Preoperative Testing, Second Opinions	100% with no deductible
Skilled Nursing Facilities	Subject to deductible
Travel	<ul style="list-style-type: none"> • For treatment or second opinions not available locally • Round-trip • Must be pre-authorized
Healthy Pregnancy Program	Available

Medical coverage provided by the retirement system or elected at retirement has no pre-existing conditions limitation. A pre-existing conditions limitation is applied if you select coverage for yourself or your dependents during open enrollment.

Pre-existing conditions are conditions, excluding pregnancy, for which you received diagnosis, tests, or treatment (including taking medication) during the three consecutive months before the most recent day you became covered under this plan. For example, if your coverage begins on April 1, a pre-existing condition would be one for which you received diagnosis, testing, or treatment during January, February, and/or March.

Under this provision, only the first \$1,000 of covered medical expenses are paid for pre-existing conditions. If you or your dependent had other group coverage that ended less than 92 days before coverage under this plan began, some or all of this pre-existing condition limitation may be waived. After 12 consecutive months of coverage, this limitation is cancelled and the claims incurred after the 12-month period are covered the same as all other services with no pre-existing limitation.

MEDICAL COVERAGE	
Eligibility	Vested and at least age 55; or any age with 20 years of service
Premiums Required	No premium payment required
Medical Coverage Enrollment	Automatic at retirement
Coverage Starts	Effective date of your retirement
Coverage Ends	When a pension benefit is no longer being paid
Pre-Existing Conditions Limit	None

Dental-Vision-Audio (DVA)

The DVA plan is optional and premiums are required from all retirees. No pre-existing conditions limitation applies to the DVA plan. The DVA benefit year is January 1 through December 31 of each year.

Dental Plan Highlights
<ul style="list-style-type: none"> • Pays 100% of the recognized charge for most preventive services (X-rays, exams, cleaning, etc.) with no deductible • Pays 80% of the recognized charge for most restorative services (fillings, extractions, etc.) after the annual deductible is met • Pays 50% of the recognized charge for most prosthetic services (crowns, dentures, etc.) after the annual deductible is met • Requires an annual deductible of \$50 per person for restorative or prosthetic services • Pays up to \$2,000 of covered expenses per person per year • If you use a network provider you are protected from balance billing. If you elect a non-network provider, you will be responsible for additional charges.

Vision Plan Highlights
<ul style="list-style-type: none"> • Requires no deductible • Pays 80% of the recognized charges • Covers one complete eye examination, including a required refraction, per year • Covers two lenses during each calendar year • Covers one set of frames during every two consecutive calendar years

Audio Plan Highlights
<ul style="list-style-type: none"> • Pays 80% of the usual, customary, and reasonable charges • Requires no deductibles • Allows a maximum benefit of \$2,000 in a three-year period

DVA Enrollment

DENTAL-VISION-AUDIO (Optional Plan)	
Enrollment	One-time opportunity at retirement. If you do not enroll in DVA prior to your retirement, you waive your right to elect this coverage permanently.
Premiums Required	Monthly premiums are required based on the level of coverage elected. Premiums are deducted from your retirement benefit or if your benefit is insufficient, you pay the premiums directly to the claims administrator.
Coverage Starts	Effective date of your retirement
Coverage Ends	When a pension benefit is no longer being paid, if premiums are not paid, or when you drop coverage.

Other Health Plan Information

Coordination of Benefits

The AlaskaCare health plans coordinate benefits with other group health care plans to which you or your covered dependents belong.

You may be covered both as a retiree and as a dependent of another covered retiree or you may have more than one health plan. If that occurs, you will receive benefits from both plans (except for Long-Term Care which prohibits double AlaskaCare coverage). However, the benefits received will be subject to the coordination of benefits provisions as indicated in this section. Coordination of benefits assures no one receives more than 100% of covered benefits.

Order of Payment for Coordination of Benefits

To pay benefits, health plans must determine which plan pays first. Like most other health plans, the AlaskaCare plans follow the standard coordination of benefits rules adopted by the National Association of Insurance Commissioners. The most common of these rules are:

- The retiree plan is secondary to Medicare, except if Medicare is provided before age 65 due to end stage renal disease. Then the retiree plan remains primary for 30 months after Medicare was effective.
- If you are covered by Medicare and a plan that covers you as an active employee or the spouse of an active employee, the active plan is primary, Medicare is secondary, and the retiree plan pays third.
- The plan covering the retiree directly, rather than as a dependent, is the primary plan.
- A plan covering the person as a retiree is secondary to a plan covering that person as an active employee.
- If a child is covered under both parents' plans, the plan of the parent whose birthday falls earlier in the year is the primary plan. If both parents have the same birthday, the plan that has covered a parent longer is the primary plan.

If none of these rules apply, the plan that has covered you longer is the primary plan.

If you have two health plans, any dollar limits are doubled. For example, the dental annual maximum pays up to \$2,000 of covered expenses under one plan and another \$2,000 under the second plan for a total of \$4,000 of covered expenses. Any services that are limited to a maximum number of services in a year are not doubled. For example, if you have two plans that each cover a single vision exam each year, the plans coordinate to cover up to 100% of a single vision exam; they do not pay for two vision exams in a year.

JRS RETIREMENT APPLICATION

TO ALLOW TIMELY PROCESSING OF YOUR RETIREMENT APPLICATION, ALL AREAS OF THE FORMS MUST BE COMPLETED. FAILURE TO COMPLETE THE FORMS WILL DELAY THE PROCESSING OF YOUR PAPERWORK AND THE PAYMENT OF YOUR BENEFIT.

This packet includes a retirement application form. Please complete the form in its entirety and return it to the Division of Retirement and Benefits.

- Incomplete forms will cause a delay in the process of your benefits. You must sign the application on page F-8.
- The application form must be received by the Division or postmarked no later than the last day of the month prior to your desired retirement effective date.
- To avoid delays in health coverage reporting, we request you file your application 60 days prior to your retirement effective date. If you are enrolling dependents for coverage, you must provide copies of marriage and birth certificates as applicable.
- All retirement effective dates for eligible retirees are the first of the month following bona fide termination of employment and receipt of the required notice to the Governor containing sworn statement of the facts establishing eligibility to retire.

If you have been divorced or had your marriage dissolved during your JRS employment, you are required to submit a court-certified copy of your divorce or dissolution documents. You will not be appointed to retirement until all required court-certified documents are received.

If you need assistance in completing the forms, please contact your regional retirement counselor toll-free at (800) 821-2251 or in Juneau at (907) 465-4460.

IMPORTANT NOTICE! When your retirement application has been processed, you will receive a letter from the Division summarizing your elections. Please read this letter carefully and report any discrepancies between the letter and your intended elections immediately. Corrections to your elections can only be made within 15 days of the date you receive your appointment letter or your first benefit check, whichever is later.

First Retirement Check

Pension benefits are paid at the end of each month. **The processing of your first benefit check can take approximately six weeks from your retirement effective date.** Once your application has been processed, benefit checks will be automatically issued at the end of each month.

If you have elected electronic direct deposit, your checks will be electronically deposited into your bank account once the pre-notification process has been completed. The pre-notification process typically occurs around the 13th of each month. **Please be aware that if we are unable to process your retirement before the pre-notification process, your first benefit check may be delivered to your mailing address.** Each month your check is direct-deposited, you will receive a detailed accounting of the deposit called a “warrant advice.”

If you have not elected electronic direct deposit, your checks will be mailed to your correspondence address.

Pull this application form out from the center of the booklet and mail your completed form to:

**Alaska Judicial Retirement System
Division of Retirement and Benefits
P.O. Box 110203
Juneau, AK 99811-0203**

JRS RETIREMENT APPLICATION INSTRUCTIONS

To allow timely processing of your retirement paperwork, all areas of the forms must be completed. We have included this instruction sheet to assist you. If you have any questions regarding the benefits you are electing on the forms, please contact the Division of Retirement and Benefits at (800) 821-2251 and speak to a counselor.

- I. Employee Information.** Your Retirement Identification Number (RIN) can be found on your annual statements. Be sure to include a personal contact telephone number and personal email address so Division staff can reach you if additional information is required.
- II. Pension Benefit Election.** If you are married, your spouse or eligible survivor at the time of your death is eligible for a 50% survivor benefit in the event of your death. No reduction is made to your retirement pay for this benefit. In Section A, you will complete the information regarding your survivor. To elect an incapacitated dependent child as your survivor, you must submit medical documentation substantiating incapacity and dependency for review by the Administrator. If you are married, your spouse must waive their right to benefits. Approval by the JRS Administrator is required if you select a beneficiary for survivor benefits other than your spouse.
- III. Electronic Direct Deposit Authorization.** Complete this section if you want your benefit electronically deposited directly to your financial institution. **You must attach a voided check (or deposit slip if depositing to a savings account) in the specified area.** If you are depositing to an out-of-state bank, please confirm they will accept an electronic deposit. **Due to federal regulations, we cannot transfer funds electronically if the funds will be forwarded to an account in another country.** Due to processing requirements, your first monthly benefit may not be direct-deposited. If it is not direct-deposited, it will be mailed to the address on your retirement application.
- IV. Health Benefit Enrollment.** For basic information about the medical, Dental-Vision-Audio (DVA) and Long-Term Care (LTC) insurance available to retirees, please see *Section IV – Medical Benefits and Optional Dental-Vision-Audio and Long-Term Care Programs*. Enroll in medical, DVA and/or LTC in this section for yourself and eligible dependents. This may be your only opportunity to enroll.
- V. Retiree Health Dependent Enrollment.** Enroll your eligible dependents (spouse and dependent child[ren]) with the health plan. Claims for dependents cannot be processed without this information. Please see *Section IV – Medical Benefits and Optional Dental-Vision-Audio and Long-Term Care Programs, Who May Be Covered* for the definition of eligible dependent. You must submit copies of marriage or birth certificates as applicable.
- VI. JRS Beneficiary Designation.** Designate who is to receive your last retirement check and the balance of your contribution account, if any, at the time of your death. If you elect a survivor benefit, your beneficiary is automatically your spouse. Your spouse may waive their rights in favor of another beneficiary who would receive only your last check.
- VII. Select Life Enrollment.** If you participate in the State of Alaska Select Life Plan, and you were participating in the plan at the time of your separation from employment, you may elect to continue this coverage. Be sure to complete the beneficiary designation for this benefit.
- VIII. Tax Withholding Election.** If no election is designated, a default of married with three allowances will be used. If you are unsure of your appropriate election, please consult with your tax professional.
- IX. Divorce/Dissolution.** If you were married at any time during your JRS service and your marriage ended by divorce or dissolution, **you must submit court-certified copies of your divorce or dissolution documents. You will not be appointed to retirement until all required court-certified documents are received.** Federal law prohibits the disbursement of retirement funds unless the ex-spouse has either filed a qualified domestic relations order or unless there is clear evidence that there is no entitlement. If you need court-certified copies of your divorce or dissolution documents, please contact the court that processed your divorce or dissolution.
- X. Certification.** Please read this section carefully. Some of the benefit options you elect are irrevocable. Be sure you understand your options before you sign and submit this application. If you have any questions, please contact the Division and ask to speak to a retirement counselor.

JRS Application for Retirement Benefits

I. EMPLOYEE INFORMATION

NAME (FIRST, MI, LAST)		LAST 4 DIGITS OF SOCIAL SECURITY NUMBER OR RETIREMENT IDENTIFICATION NUMBER (RIN)	
BIRTH DATE	SEX <input type="checkbox"/> Male <input type="checkbox"/> Female	MARITAL STATUS <input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Single <input type="checkbox"/> Widowed	DATE OF MARRIAGE
WORK/HOME TELEPHONE ()	EMAIL ADDRESS		DATE OF DIVORCE
MAILING ADDRESS (STREET OR P.O. BOX, CITY, STATE, ZIP+4)			

II. PENSION BENEFIT ELECTION

I hereby apply for Early Normal retirement benefits to become effective the 1st day of _____ (month), _____ (year).

Retirement Options. Choose from either A or B below. If widowed, please provide a certified copy of the death certificate.

A. Survivor Options (Married members)	
Survivor Information	
NAME (FIRST, M.I., LAST)	DATE OF BIRTH
SOCIAL SECURITY NUMBER	RELATIONSHIP <input type="checkbox"/> Spouse <input type="checkbox"/> Incapacitated Child
See <i>Section V – Rights of Spouses and Dependents</i> for information about designating an incapacitated child as your survivor. If you are married, your spouse or incapacitated child will receive a 50% Joint Survivor Option.	

B. If you are designating an incapacitated child as your survivor, your spouse must sign the waiver below. All benefits to the spouse, including medical coverage will cease upon the death of the applicant in. The incapacitated child will receive the pension survivor benefit and the medical insurance.

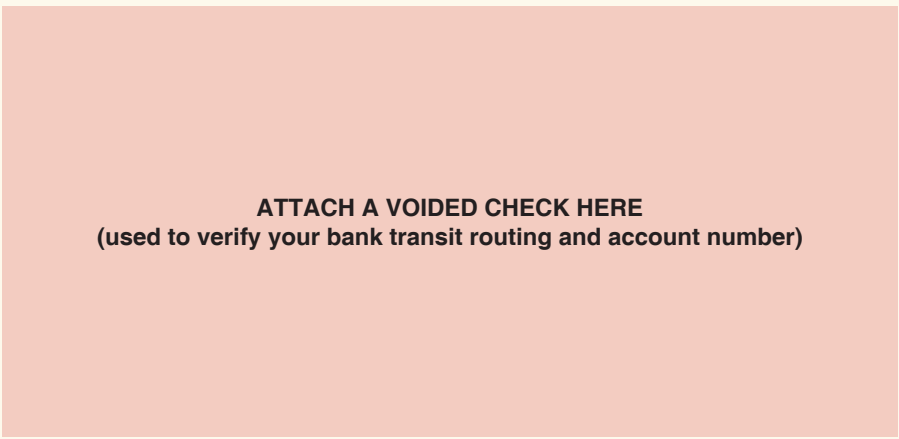
SPOUSE'S WAIVER OF SURVIVOR OPTION (Complete only if married and selecting an incapacitated child as a survivor.)	
I acknowledge and approve the benefit selected. I understand the terms of the selection and that by signing this waiver I freely waive entitlement to continuing survivor benefits, including health coverage , which may otherwise be payable to me, upon the death of the named applicant.	
By signing this consent, I agree to waive my right to any benefits that would be paid to me and consent to the naming of another beneficiary.	
SPOUSE'S SIGNATURE	
PRINTED NAME	DATE
SPOUSE'S SIGNATURE WITNESSED BY (DIVISION OF RETIREMENT AND BENEFITS REPRESENTATIVE, NOTARY PUBLIC OR POSTMASTER)	
On this _____ day of _____ 20_____, personally appeared before me _____ whose identity I proved on the basis of satisfactory evidence to be the signer of the participant signature above, and he/she acknowledged that he/she executed it.	
NOTARY PUBLIC	
STATE OF	BOROUGH/COUNTY OF
RESIDING AT	COMMISSION EXPIRES
SEAL OR POSTMASTER STAMP REQUIRED	

III. ELECTRONIC DIRECT DEPOSIT AUTHORIZATION

CBy attaching a voided check or letter from a banking institution with my bank routing number and account number, I hereby authorize the electronic deposit of my benefit directly to my financial institution. *NOTE: If you do not elect the direct deposit program, your warrant will be mailed to your correspondence address.*

I hereby authorize the State of Alaska to make net payroll warrant deposits to my account as indicated below:

Check One: Savings Checking



By completing this section, I authorize the State of Alaska, if necessary, to make adjustments to the above account to correct any credit entries made in error. I understand the State will make a reasonable effort to notify me within twenty-four (24) hours when an adjustment is made. This authority remains in effect as long as I am retired or until the State receives written notice from me. I understand that 30 days written notice is required to change financial institutions, account numbers, or type of account. I further understand direct deposit will begin **after** the above account information has been electronically verified.

I also understand that **unless** I inform the Division of Retirement and Benefits otherwise, the first payroll after such changes are made, my benefit will be **electronically deposited** to the previous financial institution. Changes **do not** take effect until the second payroll after the change was initiated.

Direct deposit is not available to financial institutions in foreign countries. **Due to federal regulations, funds cannot be transferred electronically if the funds will be forwarded to an account in another country.**

IV. HEALTH BENEFIT ENROLLMENT

MEDICAL BENEFITS (must mark a box)	Premium Payment Required – See Premium Rate Card
I elect the following medical coverage: <input type="checkbox"/> No medical coverage	
<input type="checkbox"/> Retiree only <input type="checkbox"/> Retiree and spouse <input type="checkbox"/> Retiree and child(ren) <input type="checkbox"/> Retiree, spouse, and child(ren)	
<input type="checkbox"/> System-paid AlaskaCare medical <i>(see pages 4-7 for eligibility requirements)</i>	

DENTAL-VISION-AUDIO BENEFITS (must mark a box)	Premium Payment Required – See Premium Rate Card
I elect the following Dental-Vision-Audio (DVA) coverage: <input type="checkbox"/> No Dental-Vision-Audio coverage	
<input type="checkbox"/> Retiree only <input type="checkbox"/> Retiree and spouse <input type="checkbox"/> Retiree and child(ren) <input type="checkbox"/> Retiree, spouse, and child(ren)	

LONG-TERM CARE BENEFITS (must mark a box)	Premium Payment Required – See Premium Rate Card
I elect the following Long-Term Care (LTC) option:	
Retiree coverage:	
<input type="checkbox"/> No Long-Term Care coverage <input type="checkbox"/> Silver <input type="checkbox"/> Gold <input type="checkbox"/> Platinum	
<input type="checkbox"/> I am covered under my spouse's LTC plan. Spouse's SSN _____	
Spouse coverage (may only elect if member is electing coverage):	
<input type="checkbox"/> No Long-Term Care coverage <input type="checkbox"/> Silver <input type="checkbox"/> Gold <input type="checkbox"/> Platinum Spouse's date of birth _____	

V. RETIREE HEALTH DEPENDENT ENROLLMENT FOR SPOUSE AND CHILDREN

Your spouse is considered a dependent for this purpose. If you do not provide your spouse's information, they will not be covered. Your child may be eligible up to age 19, and up to age 23 if a full-time student. Please refer to the instruction booklet for more detail regarding dependent eligibility. **PLEASE COMPLETE THE STUDENT STATUS VERIFICATION FORM ON PAGE F-9 IF APPLICABLE.** Enrollment of your spouse requires evidence of marriage and date of birth. Enrollment of your dependent children requires evidence of date of birth. **PLEASE COMPLETE THE EVIDENCE OF BIRTH DATE – SPOUSE & ELIGIBLE DEPENDENTS FORM ON PAGE F-11 IF APPLICABLE.** Include copies of marriage and birth certificates as applicable for each enrolled dependent.

DEPENDENT INFORMATION		
<input type="checkbox"/> I HAVE NO ELIGIBLE DEPENDENTS <input type="checkbox"/> MY ELIGIBLE DEPENDENTS ARE LISTED BELOW (see pages 4-5) (Attach additional sheets if necessary)		
1. DEPENDENT LAST NAME, FIRST, M.I.	SOCIAL SECURITY NUMBER	DATE OF BIRTH
RELATIONSHIP <input type="checkbox"/> Spouse Date of Marriage _____ <input type="checkbox"/> Dependent Child <input type="checkbox"/> Other Relationship(specify) _____		
SEX <input type="checkbox"/> Male <input type="checkbox"/> Female	Full-Time Student <input type="checkbox"/> No <input type="checkbox"/> Yes	
MAILING ADDRESS (CITY, STATE, ZIP+4) – IF DIFFERENT FROM RETIREE'S		
2. DEPENDENT LAST NAME, FIRST, M.I.	SOCIAL SECURITY NUMBER	DATE OF BIRTH
RELATIONSHIP <input type="checkbox"/> Dependent Child <input type="checkbox"/> Other Relationship(specify) _____		
SEX <input type="checkbox"/> Male <input type="checkbox"/> Female	Full-Time Student <input type="checkbox"/> No <input type="checkbox"/> Yes	
MAILING ADDRESS (CITY, STATE, ZIP+4) – IF DIFFERENT FROM RETIREE'S		
3. DEPENDENT LAST NAME, FIRST, M.I.	SOCIAL SECURITY NUMBER	DATE OF BIRTH
RELATIONSHIP <input type="checkbox"/> Dependent Child <input type="checkbox"/> Other Relationship(specify) _____		
SEX <input type="checkbox"/> Male <input type="checkbox"/> Female	Full-Time Student <input type="checkbox"/> No <input type="checkbox"/> Yes	
MAILING ADDRESS (CITY, STATE, ZIP+4) – IF DIFFERENT FROM RETIREE'S		
4. DEPENDENT LAST NAME, FIRST, M.I.	SOCIAL SECURITY NUMBER	DATE OF BIRTH
RELATIONSHIP <input type="checkbox"/> Dependent Child <input type="checkbox"/> Other Relationship(specify) _____		
SEX <input type="checkbox"/> Male <input type="checkbox"/> Female	Full-Time Student <input type="checkbox"/> No <input type="checkbox"/> Yes	
MAILING ADDRESS (CITY, STATE, ZIP+4) – IF DIFFERENT FROM RETIREE'S		

VI. JRS BENEFICIARY DESIGNATION

If you are **MARRIED**, your spouse is automatically your 100% primary beneficiary unless they consent to another beneficiary, or your spouse is not entitled to benefits under the terms of a Qualified Domestic Relations Order (QDRO). Please complete the spousal consent to an Alternate Benefit form, Appendix 1, if your spouse is waiving entitlement to benefits.

PRIMARY BENEFICIARIES (Your beneficiary designations must add up to 100%.)				
1. FULL NAME	RELATIONSHIP TO MEMBER	SOCIAL SECURITY NUMBER	DATE OF BIRTH	PERCENTAGE
MAILING ADDRESS (CITY, STATE, ZIP+4)				
2. FULL NAME	RELATIONSHIP TO MEMBER	SOCIAL SECURITY NUMBER	DATE OF BIRTH	PERCENTAGE
MAILING ADDRESS (CITY, STATE, ZIP+4)				
3. FULL NAME	RELATIONSHIP TO MEMBER	SOCIAL SECURITY NUMBER	DATE OF BIRTH	PERCENTAGE
MAILING ADDRESS (CITY, STATE, ZIP+4)				
4. FULL NAME	RELATIONSHIP TO MEMBER	SOCIAL SECURITY NUMBER	DATE OF BIRTH	PERCENTAGE
MAILING ADDRESS (CITY, STATE, ZIP+4)				
SECONDARY BENEFICIARIES (Beneficiary in the event the primary beneficiary is no longer living. Your beneficiary designations must add up to 100%.)				
1. FULL NAME	RELATIONSHIP TO MEMBER	SOCIAL SECURITY NUMBER	DATE OF BIRTH	PERCENTAGE
MAILING ADDRESS (CITY, STATE, ZIP+4)				
2. FULL NAME	RELATIONSHIP TO MEMBER	SOCIAL SECURITY NUMBER	DATE OF BIRTH	PERCENTAGE
MAILING ADDRESS (CITY, STATE, ZIP+4)				
3. FULL NAME	RELATIONSHIP TO MEMBER	SOCIAL SECURITY NUMBER	DATE OF BIRTH	PERCENTAGE
MAILING ADDRESS (CITY, STATE, ZIP+4)				
4. FULL NAME	RELATIONSHIP TO MEMBER	SOCIAL SECURITY NUMBER	DATE OF BIRTH	PERCENTAGE
MAILING ADDRESS (CITY, STATE, ZIP+4)				

VII. SELECT LIFE ENROLLMENT

Please verify eligibility with your human resource office before completing. Only those State of Alaska employees currently participating in a State-sponsored optional life plan are eligible to enroll.

I do **not** elect to continue my Select Life Insurance and hereby waive my right to participate now and in the future.

I elect to continue my Select Life Insurance and hereby authorize the State to make the necessary deduction from my benefit check. *(Complete beneficiary designation.)*

Life Insurance Volume Amount \$ _____ Premium \$ _____

PRIMARY BENEFICIARIES (Your beneficiary designations must add up to 100%.)				
1. FULL NAME	RELATIONSHIP TO MEMBER	SOCIAL SECURITY NUMBER	DATE OF BIRTH	PERCENTAGE
MAILING ADDRESS (CITY, STATE, ZIP+4)				

2. FULL NAME				
	RELATIONSHIP TO MEMBER	SOCIAL SECURITY NUMBER	DATE OF BIRTH	PERCENTAGE
MAILING ADDRESS (CITY, STATE, ZIP+4)				

3. FULL NAME				
	RELATIONSHIP TO MEMBER	SOCIAL SECURITY NUMBER	DATE OF BIRTH	PERCENTAGE
MAILING ADDRESS (CITY, STATE, ZIP+4)				

4. FULL NAME				
	RELATIONSHIP TO MEMBER	SOCIAL SECURITY NUMBER	DATE OF BIRTH	PERCENTAGE
MAILING ADDRESS (CITY, STATE, ZIP+4)				

SECONDARY BENEFICIARIES (Beneficiary in the event the primary beneficiary is no longer living. Your beneficiary designations must add up to 100%.)				
1. FULL NAME	RELATIONSHIP TO MEMBER	SOCIAL SECURITY NUMBER	DATE OF BIRTH	PERCENTAGE
MAILING ADDRESS (CITY, STATE, ZIP+4)				

2. FULL NAME				
	RELATIONSHIP TO MEMBER	SOCIAL SECURITY NUMBER	DATE OF BIRTH	PERCENTAGE
MAILING ADDRESS (CITY, STATE, ZIP+4)				

3. FULL NAME				
	RELATIONSHIP TO MEMBER	SOCIAL SECURITY NUMBER	DATE OF BIRTH	PERCENTAGE
MAILING ADDRESS (CITY, STATE, ZIP+4)				

4. FULL NAME				
	RELATIONSHIP TO MEMBER	SOCIAL SECURITY NUMBER	DATE OF BIRTH	PERCENTAGE
MAILING ADDRESS (CITY, STATE, ZIP+4)				

VIII. TAX WITHHOLDING ELECTION

Federal Tax Information: See the Withholding Certificate for Pension or Annuity Payments (W4-P) Personal Allowance Worksheet or your tax professional for more information on the amount of taxes you should have withheld. **If you do not specify your withholding allowances, the Division will default your withholding to married and three exemptions.**

Check here if you want NO federal income tax withheld from your benefit;

OR select from the following:

Married Single Married / withholding at the higher single rate

Select your desired Federal Withholding by inputting the number of allowances you are claiming in the box to the left.

\$ Additional amount of federal tax you would like withheld from your monthly benefit check (if any). Please enter as a positive amount in the box to the left.

IX. COURT CERTIFIED COPIES OF DIVORCE/DISSOLUTION DOCUMENTS

DIVORCE: If you have been married and divorced at any time during your JRS service you are **required** to submit court-certified copies of your divorce decree and property settlement or dissolution of marriage. Federal law prohibits the disbursement of retirement funds unless the ex-spouse has either filed a qualified domestic relations order, has waived their right to benefits, or if there is clear evidence there is no entitlement.

X. CERTIFICATION

BONA FIDE TERMINATION OF EMPLOYMENT:

The Internal Revenue Code and Alaska law require a bona fide termination of the employee/employer relationship to occur before a member can be eligible to receive retirement benefits. I certify:

- that I have read the information contained on page 30 of this application booklet explaining the requirements for a bona fide termination of employment.
- that I **DO** have a pre-arrangement with my employer to return to work after my retirement and cannot retire at this time.
- that I **DO NOT** have a pre-arrangement with my employer to return to work after my retirement.

I understand that all terms of the pension benefit selected are irrevocable and that any change to my selection on this application or its withdrawal must be done in writing and received by the Division of Retirement and Benefits prior to the effective date of my benefit.

I acknowledge that I can contact the Division of Retirement and Benefits for counseling on any of my retirement options.

I acknowledge that I have been offered all three health plans available: medical, dental-vision-audio (DVA), and long-term care (LTC). I further understand that this is my only opportunity to enroll in the long-term care plan and that by not electing long-term care at this time, or by not paying the required premium payment, I waive my right to future participation in the LTC plan.

I understand that this is my only opportunity to enroll in the dental-vision-audio plan and, that by not electing DVA at this time, I waive my right to future participation in the DVA plan.

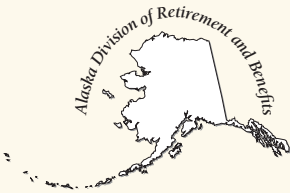
I understand that my dependents between the ages of 19-23 are required to be registered at, and attending on a full-time basis, an accredited educational or technical institution recognized by the Department of Education and Early Development.

I authorize the deduction of premiums from my benefit check for any insurance elected above.

I attest, as required by the Federal Office of Foreign Asset Control in support of U.S.C. Title 50, War and National Defense, the full amount of my direct deposit (if selected) is not being forwarded to a bank in another country and if at any point I establish a standing order with my receiving bank to forward the full direct deposit to a bank in another country, I will inform the State of Alaska, Division of Retirement and Benefits immediately. If the State discovers the full amount of a direct deposit has been forwarded to another country, the direct deposit agreement shall be terminated.

In completing this application, I acknowledge that a person who knowingly makes a false statement, or falsifies or permits to be falsified, a record of the retirement system in an attempt to defraud the system, is guilty of a class A misdemeanor, which, upon conviction, is punishable by a fine of not more than \$500.00 or by imprisonment for not more than twelve months or both. AS 39.35.670. I also acknowledge that a person who obtains funds and/or benefits by deception may be subject to prosecution for other crimes, including theft, which may be charged as misdemeanors or felonies with potential fines and penalties including imprisonment. I also acknowledge that a person who obtains funds and/or benefits from the system unlawfully may also be required to make restitution.

SIGNATURE	DATE
------------------	-------------



Student Status Verification Form

FOR OFFICE USE ONLY



Toll-Free: (800) 821-2251
alaska.gov/drb

Division of Retirement and Benefits
P.O. Box 110203
Juneau, AK 99811-0203

Juneau: (907) 465-4460
TDD: (907) 465-2805
Fax: (907) 465-3086

SECTION I. RETIREE INFORMATION

Retiree Name Last	First	M.I.
Retirement ID (RIN)	Retiree Phone Number ()	

SECTION II. DEPENDENT INFORMATION

Child Name Last	First	M.I.
Relationship	Child DOB / /	

SECTION III. DEPENDENT ENROLLMENT VERIFICATION

My dependent is currently enrolled as a Full-Time (FT) Student. FT status is based on the educational institution definition (see below). The dependent identified above is enrolled as a student for the following semester:

Student Attending Fall Semester:

Start Date:	End Date:	Number of Hours Enrolled:
	/ /	

Student Attending Spring Semester:

Start Date:	End Date:	Number of Hours Enrolled:
	/ /	

Name of School

Street Address/P.O. Box

City	State	ZIP	Phone Number ()
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The term "educational institution" means a school maintaining a regular faculty and established curriculum, and having an organized body of students in attendance. It includes primary and secondary schools, colleges, universities, normal schools, technical schools, mechanical schools, and similar institutions, but does not include non-educational institutions, on-the-job training, correspondence schools, or night schools. It is the member's responsibility to confirm that the educational or technical institution that your child is attending is accredited and recognized by the Department of Education and Early Development. To verify that the institution is accredited, the following Web sites may be consulted: CHEA.org or FAFSA.ed.gov.

By completing this verification, I acknowledge that a person who knowingly makes a false statement or falsifies or permits to be falsified, a record of the AlaskaCare Retiree Health Plan in an attempt to defraud the plan, is guilty of a Class A Misdemeanor, which upon conviction, is punished by a fine of not more than \$500 or by imprisonment for not more than twelve months or both (AS 39.35.670: AS 11.56.210). I also acknowledge that a person who obtains funds and/or benefits by deception may be subject to prosecution for other crimes, including theft, which may be charged as misdemeanors or felonies with potential fines and penalties including imprisonment. I also acknowledge that a person who obtains funds and or penalties from the system unlawfully may also be required to make restitution.

I understand that if my child does not finish the school year, or otherwise becomes ineligible, I will notify the State of Alaska of the change in status immediately.

Retiree's Signature	Date / /
---------------------	-------------

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Evidence of Birth Date

(Spouse & Eligible Dependents)

FOR OFFICE USE ONLY

Toll-Free: (800) 821-2251
alaska.gov/drb

Division of Retirement and Benefits
 P.O. Box 110203
 Juneau, AK 99811-0203

Juneau: (907) 465-4460
 TDD: (907) 465-2805
 Fax: (907) 465-3086

NAME (FIRST, M.I., MAIDEN LAST)		
CURRENT MAILING ADDRESS (STREET OR P.O. BOX, CITY, STATE, ZIP)	RELATIONSHIP TO RETIREE	
BIRTHPLACE (CITY, STATE, PROVINCE, OR COUNTRY)	DATE OF BIRTH (MONTH/DAY/YEAR)	RIN OR LAST 4 DIGITS OF SSN:
<p>I hereby submit the following evidence to establish my correct age for the purpose of applying for retirement benefits:</p> <p>(Check documents being submitted, copies are acceptable.)</p> <ul style="list-style-type: none"> <input type="checkbox"/> 1. Birth Certificate. <input type="checkbox"/> 2. Hospital birth records certified by custodian of such records. <input type="checkbox"/> 3. Affidavit regarding attending physician's record of birth. <input type="checkbox"/> 4. Notification of birth in public newspaper. <input type="checkbox"/> 5. Baptismal certificate (if date of birth is included). <input type="checkbox"/> 6. Record of military service. <input type="checkbox"/> 7. Valid and unexpired state-issued driver's license or identification card. <input type="checkbox"/> 8. US Passport, unexpired. <input type="checkbox"/> 7. Other records (please specify): _____ <p>Any documentation not in the English language must be accompanied by a certified translation. I certify that the above information is true and correct to the best of my knowledge.</p>		
SIGNATURE		DATE

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For further information and details on coordination of benefits, please see the *Retiree Health Plan Information Booklet*. It is your responsibility to report the existence of, or benefits payable under any plan, and to file for those benefits.

Effects of Medicare

You or your eligible dependent must elect Medicare Part A and B at age 65, regardless of any other coverage you have.

When you or your eligible dependent are eligible for Medicare coverage (and most people are eligible at age 65), the benefits available under the retiree plan will become supplemental to your Medicare coverage. The claims administrator will assume that you and/or your dependents have coverage under both Medicare Part A and Part B when you or your dependent reach age 65. If you are not provided with Medicare Part A free of charge, you should submit a copy of your letter from Medicare stating that you are not eligible to the claims administrator.

Everyone is eligible for Medicare Part B.

If you do not enroll in Medicare Part B coverage, the estimated amount that Medicare would have paid will be deducted from your claim before processing by this plan. If you receive care outside the United States, Medicare does not cover your expenses and the retiree plan will take this into account when processing your claims.

Long-Term Care (LTC)

The Long-Term Care (LTC) has a pre-existing conditions limitation.

No benefits are payable for any covered Program of Care provided or begun prior to the effective date of your coverage or during the first 12 months of coverage if caused by a pre-existing condition. Pre-existing conditions are conditions for which you received diagnosis, tests, or treatment (including taking medication) during the three consecutive months before the most recent day you became covered under this plan. For example, if your coverage begins on April 1, a pre-existing condition would be one for which you received diagnosis, testing or treatment during January, February, and/or March.

You may elect to cover your spouse if you elect coverage for yourself before the effective date of your retirement. You may be legally separated from your spouse but not divorced.

Spouses of benefit recipients who lose coverage because of death or divorce may elect coverage for themselves only and may not elect coverage for a new spouse. If you choose coverage for yourself only because you are not married at the time you retire, or if you remarry following divorce or the death of your spouse and elected coverage for yourself, you may request in writing to cover your new spouse. Your new spouse will be required to provide information on his or her health and will be subject to approval or denial by the claims administrator.

You may be covered by only one AlaskaCare LTC plan at a time. If you are covered by your own LTC plan, your spouse cannot have LTC coverage for you under their retirement benefit. If you are covered under your spouse's LTC plan, notify the Division when you retire, so the LTC coverage can be moved to your own retirement benefit or terminated if you elect a new option.

Premiums are based on your or your spouse's age at the time coverage begins. You pay the premiums for this coverage through deduction from your monthly retirement check. You self-pay premiums directly to the claims administrator if your monthly retirement check is insufficient to pay your premiums. Your premium does not increase with age; however, overall premiums are subject to change. When premiums change, you will pay the new rate for the age you were at the time you enrolled in the plan.

Long-Term Care Plan Comparison

	Silver Option	Gold Option	Platinum Option
Lifetime Maximum and Inflation Protection	\$400,000 Maximum No inflation protection.	\$300,000 Simple inflation protection at 5% of original benefit each year. Applied annually to the daily and lifetime benefit until the covered member reaches age 85.	\$300,000 Compound inflation protection at 5% of the prior year's benefit each year. Applied annually to the daily and lifetime benefit until the covered member reaches age 85.
Deductible	90 days of covered Long-Term Care.		
Benefit Eligibility	Inability to perform 2 of 6 activities of daily living or severe cognitive impairment.		
Nursing Care Facility Daily Benefit	\$200 per day		
Assisted Living Facility Daily Benefit	\$150 per day		
Home Health Care Daily Benefit	\$125 per day		
Hospice Care Daily Benefit	\$125 per day		
Respite Care Daily Benefit	Up to \$200 per day, maximum of 14 days per calendar year.		
Pre-Existing Condition Limitation	Yes.		
Coverage Begins	Effective date of retirement. New spouse's coverage begins the first of the month following approval, if requested after retirement.		
Coverage Ends	When pension benefit is no longer being paid or when required premiums are not paid.		

Example of Inflation Protection

Year	Nursing Facility Daily Benefit		Lifetime Maximum Benefit	
	Simple Inflation (Gold)	Compound Inflation (Platinum)	Simple Inflation (Gold)	Compound Inflation (Platinum)
Start	\$200	\$200	\$300,000	\$300,000
5	250	255	375,000	382,884
10	300	326	450,000	488,668
15	350	416	525,000	623,678
20	400	531	600,000	795,989
25	450	677	675,000	1,015,906
30	500	711	750,000	1,296,583

The example of inflation protection is illustrative only. Increases in inflation protection will end when the covered member reaches age 85.

Limitations and Exclusions

The following services are not covered and no benefits are payable for:

- a loss caused by declared or undeclared war or any such act.
- a loss caused by a suicide attempt or an intentionally self-inflicted injury.
- a confinement in a government institution, unless the covered individual is legally obligated to pay a charge.
- services received, or expenses incurred, on any day the covered individual is confined to a hospital.
- services or expenses that are covered by the AlaskaCare retiree group medical plan.
- services received, or expenses incurred, outside the United States.
- services provided by a person who usually resides in the covered individual's home or is a member of the covered individual's family, or when the person performing the service normally does not charge for the service.
- services received for which the covered individual is not legally obligated to pay.
- services received which are covered by Medicare.
- services provided or required because of the past or present service of any person in the armed forces of a government.
- services provided or required under any law or governmental program except Medicaid.

If you have questions on actual coverage under this plan, contact the Member Services Contact Center at (800) 821-2251 or (907) 465-4460.

Frequently Asked Questions

My spouse is retired and has the LTC plan for both of us. Can I elect LTC too?

You may not have two LTC plans for either you or your spouse. If your spouse has LTC, you may either keep the coverage you have under that plan or you may elect a different LTC option for you, your spouse, or both of you under your benefit. If you elect to keep the LTC your spouse has for you, be sure to let the Division know so that your coverage/premium can be moved to your retirement benefit.

What if my check isn't enough to pay the premium(s) for my health benefits?

You may pay the premium directly to the claim administrator—the Division will provide you with the forms and procedure to do this after your benefit is calculated.

Can I have two DVA plans?

Yes. If you have a second retirement (you retire from JRS or TRS or PERS, for example), you may elect coverage under both plans. Or if you are covered by your spouse's plan, you may elect to have a second plan for yourself or yourself and your eligible dependents.

The benefit to having two DVA plans is they coordinate to pay 100% of **covered** expenses. For example, a filling is covered at 80% under one plan and the second plan pays the remaining 20%. In addition, any annual dollar limits are doubled. For example, the dental plan has a \$2,000 maximum and each plan pays up to \$2,000, for a total of \$4,000, for covered expenses. Service limits, one eye examination per year for example, are not doubled.

What if I travel or live outside the United States?

Your medical and DVA coverage is good worldwide, with the exception of the travel benefit which is only available for medical services in the contiguous United States and the states of Alaska and Hawaii. You may have to pay the cost of the claim up front and file for reimbursement. LTC is not available outside the United States.

How is this plan different from the plan I have while I'm working?

The retiree plan is different from the State's plan for active employees and from any other employer plan of which we are aware. For additional information on the Long-Term Care plans, visit AlaskaCare.gov.

SECTION IV. RIGHTS OF SPOUSES AND DEPENDENTS

Under the JRS, there are provisions that recognize the rights of spouses and dependents to receive JRS benefits. These provisions:

- the benefit payable to a married member who retires includes a 50% Survivor pension, unless the spouse consents to another form of benefit;
- allow a former spouse to be treated as a spouse/surviving spouse of a member, to the extent required in a qualified domestic relations order (QDRO), as part of the property settlement in a divorce or dissolution judgment. Rights of a former spouse and dependents under a QDRO may take precedence over other rights under the retirement system statutes.

If you were married during your JRS service, and subsequently your spouse has died, you will need to submit a **certified** copy of the death certificate when you apply for your benefits.

If you remarry, you will need to submit a **certified** copy of the marriage certificate for retirement and/or health insurance purposes.

Survivor Option

Judicial retirees are eligible for a 50% survivor option with no reduction from their retirement benefit. The survivor option will provide a continuing, lifetime monthly benefit, including eligibility for health benefits to your spouse, or other eligible dependent, if you die before your spouse or other eligible dependent. Otherwise all benefits including medical, cease at your death.

If the spouse consents, the member may select an incapacitated child as the survivor eligible for benefits.

Beneficiary Designation

If you are married at the time of your death and you were married to the same person during part of your JRS employment, your spouse is automatically your beneficiary, regardless of your written designation, unless:

- your spouse consents to another beneficiary; or
- another person (such as a former spouse) is eligible for the benefits under a QDRO. That person would be entitled to the portion of the benefit that is ordered by the QDRO.

If you fail to designate a beneficiary, or if no designated beneficiary survives the member, the administrator will pay the death benefit

- 1) to the surviving spouse or, if there is no surviving spouse,
- 2) to the surviving children in equal parts or, if there is none surviving,
- 3) to the surviving parents in equal parts or, if there is none surviving,
- 4) to the member's estate.

How a Divorce Affects Retirement Benefits

If you have been divorced or had your marriage dissolved during your JRS employment, you are required to submit a court-certified copy of your divorce decree and the property settlement agreement, or your petition for dissolution.

Following a post retirement divorce/dissolution,

- an ex-spouse who was married to a member when the member retired ceases to be eligible for the survivor benefit (and any associated medical benefits) in the event of the death of the member, unless awarded benefits under a QDRO.
- a future spouse of a retired member who married the member **after** the member retired and who is the spouse at the time of death may only be treated as a surviving spouse if benefits have not been assigned under a QDRO.
- a former spouse may be eligible for all or part of a JRS benefit under a qualified domestic relations order (QDRO).

Required Information in the Event of a Divorce

Individuals who are entitled to benefits because of a QDRO must file evidence of their entitlement with the JRS administrator to protect their rights.

Evidence of entitlement (court-certified divorce or dissolution decree, or QDRO) should be filed with the JRS administrator immediately after the change in marital status.

SECTION V. TAXES AND YOUR BENEFITS

JRS benefits are taxable by the federal government as soon as they are received. Division of Retirement and Benefits employees do not give tax advice. Please see your tax advisor for information regarding the level of taxation you should select.

Tax Excludable Benefits

Pension benefits are taxable by the federal government upon receipt. However, a portion of your monthly benefit may be tax excludable if you paid contributions to the system prior to 2002.

The federal government requires that the tax excludable amount be calculated based on your total contributions which have been taxed and a factor which considers your life expectancy. If a survivor's benefit will be payable after your death, your spouse's life expectancy will also be considered.

This results in a payout of your tax-excludable contributions over your expected lifetime and your spouse's or, if a survivor's benefit will be payable after your death.

You will be notified of the tax excludable portion upon your appointment to retirement.

Monthly survivor's benefits are taxable by the federal government upon receipt. However, a portion of the monthly survivor's benefit may also be tax excludable depending on the member's circumstances at the time of death.

Federal Income Tax Withholding

There are three withholding options available. You may:

- 1) elect no withholding and pay your taxes directly to the Internal Revenue Service (IRS). In that case, you should contact the IRS about filing requirements and deadlines.
- 2) specify your withholding allowance(s).
- 3) specify your withholding allowance(s) plus have an additional amount withheld.

You may change your withholding option at any time by submitting a new Withholding Certificate for Pension or Annuity Payments (W-4P).

Federal income tax will automatically be withheld from your benefit if, when you are appointed to receive monthly benefits, you do not complete Section XI of the Retirement Application specifying one of the above withholding options. The tax rate for a married person with three allowances will be used to determine the withholding amount.

If you do not specify your withholding allowances, the Division will default your withholding to married and three exemptions.

Tax Consequences of Re-employment with the Same Employer During the Required Break-in-service Period

Retirees may incur additional tax penalties if they re-employ with the State of Alaska in any capacity without observing the break-in-service requirements. Please refer to page 18 for more information.

State Income Tax If You Live Outside of Alaska

Although Alaska does not have a state income tax, members who live outside Alaska may be required to pay state and local income taxes on benefits that they receive. The Division of Retirement and Benefits will not withhold state income taxes. Check with a tax expert in your area for more information.

SECTION VI. AFTER-RETIREMENT BENEFIT INCREASES

Cost of Living Adjustments

Your JRS benefit will grow over time if there are increases to the salaries paid to active judges. At the time the increases become effective, your retirement benefit will be recalculated based on the new increased judicial salaries effective the first of the month following the increase unless the increase is effective the first of a month.

SECTION VII. LIFE INSURANCE

Converting Employer-Sponsored Life Insurance Plans

If you are participating in a group life insurance plan sponsored by your employer you may be able to convert this coverage to a private policy. Please contact your employer's human resources office for more information.

State of Alaska-Sponsored Life Insurance Plan

State of Alaska employees and those political subdivision employees participating in the State of Alaska Select Life Insurance benefits may elect to continue this coverage while retired. Premiums will be deducted from the monthly benefit check.

- Decreases in coverage are allowed upon appointment to retirement or one time each calendar year after.
- Decreases are allowed in \$5,000 increments.
- Complete and submit the *State of Alaska Retiree Life Insurance Continuation/Waiver* form (02-1858) to request a decrease in coverage, or decrease the level of coverage on page F-7 of the retirement application.
- Coverage may not be decreased below a total of \$5,000.
- Once decreased, coverage may never be increased under this plan.

Premium increases occur in January based on your age category. For more information on premiums, visit our web site at Alaska.gov/drb.

SECTION VIII. WORKING AFTER RETIREMENT

Reemployment with a Non-JRS Employer

JRS members may work for any non-JRS employer without affecting retirement benefits. Returning to a permanent position that is covered by the JRS, however, will cause your retirement benefit to cease. Special restrictions exist for members who retire under a Retirement Incentive Program (RIP) and for returning to work for the same employer.

Returning to a Pro-tem Assignment

JRS members who wish to serve in a pro-tem assignment may do so after a bona fide termination of employment and serving a required break-in-service. A bona fide termination is defined in regulation 2 AAC 37.015 as being valid only if there is no pre-arrangement between the member and the employer for continued employment in any capacity after the retirement effective date. Retirees age 62 or older may return to a pro-tem assignment after a 60-day break-in-service. Retirees younger than age 62 may return to a pro-tem assignment after a 6-month break-in-service.

If you retired with less than 15 years of service, your service accrued during a pro-tem assignment will be added to your total JRS service and additional benefits may be paid.

If you retire under the early retirement provisions and your benefit was reduced based on your age, pro-tem assignments work to reduce the early retirement reduction.

Adjustments to benefits due to pro-tem service are done annually in July, but are effective the first of the month following the performance of the service. Judges will receive a lump sum payment.

Employment in any Capacity with the Same Employer After Retirement

JRS retirees may not return to employment with the same employer in any capacity without observing the required break-in-service periods and must have no pre-arrangement for re-employment prior to their retirement date. This provision applies to all employment in any capacity with the State of Alaska.

A retiree who has a pre-arrangement for employment prior to retirement will be considered to not have a valid termination of employment, invalidating their retirement. **All retirement benefits paid, including medical claims, will be required to be repaid to the system.**

A retiree who has no pre-arrangement for employment who returns before the required break-in-service period has elapsed, will have their retirement benefit suspended until the retiree has again terminated employment. The retiree will have to serve a new break-in-service period after the termination before they can be reemployed in any capacity by the same employer. If the retiree is under age 59-1/2, **all retirement benefits received will be reported to the Internal Revenue Service as an early distribution and the retiree may be subject to tax penalties.**

Once you have had a bona fide termination of employment and have not been employed with the same employer for the required break-in-service period, you may again employ with the same employer in a position that is not JRS eligible, such as pro-tem service.

Break-in-Service Requirements

Retirees age 62 or older may return to employment with the same employer after a 60-day break-in-service. Retirees younger than age 62 may return to employment with the same employer after a six-month break-in-service.

CONTACTING THE DIVISION OF RETIREMENT AND BENEFITS

When contacting the Division, please have your Social Security number or Retirement Identification Number (RIN) available.

Member Services Center

Toll-Free (800) 821-2251
In Juneau (907) 465-4460
Fax (907) 465-3086
TDD *for the hearing impaired* (907) 465-2805
Email doa.drb.mscc@alaska.gov

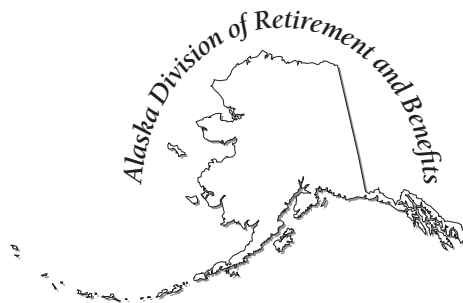
Mailing Address

Division of Retirement and Benefits
P.O. Box 110203
Juneau, AK 99811-0203

Physical Address

6th Floor, State Office Building
333 Willoughby Ave.
Juneau, AK 99801

Alaska.gov/drb



Alaska Judicial Retirement System
Division of Retirement and Benefits
P.O. Box 110203
Juneau, AK 99811-0203
Toll-Free: (800) 821-2251
In Juneau: (907) 465-4460

Alaska.gov/drb