

SERFF Tracking Number: JEPT-126573220 State: Arkansas
Filing Company: The Lincoln National Life Insurance Company State Tracking Number: 45686
Company Tracking Number: 2010 STD INCREMENTAL DISABILITY/SPECIALTY WORKSITE
TOI: H11G Group Health - Disability Income Sub-TOI: H11G.002 Short Term
Product Name: Group Short Term Disability
Project Name/Number: Incremental Disability/Specialty Worksite/GL1101-3-STD 10, et al.

Filing at a Glance

Company: The Lincoln National Life Insurance Company

Product Name: Group Short Term Disability SERFF Tr Num: JEPT-126573220 State: Arkansas
TOI: H11G Group Health - Disability Income SERFF Status: Closed-Approved- State Tr Num: 45686
Closed

Sub-TOI: H11G.002 Short Term Co Tr Num: 2010 STD State Status: Approved-Closed
INCREMENTAL
DISABILITY/SPECIALTY
WORKSITE

Filing Type: Form

Reviewer(s): Rosalind Minor
Disposition Date: 05/17/2010
Authors: Cindi Allgire, Debbie
Turek, Bonnie White, Benjamin
Davis
Date Submitted: 05/17/2010

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Incremental Disability/Specialty Worksite
Project Number: GL1101-3-STD 10, et al.
Requested Filing Mode: Review & Approval
Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:
Filing Status Changed: 05/17/2010

Status of Filing in Domicile: Authorized
Date Approved in Domicile: 04/16/2010
Domicile Status Comments:
Market Type: Group
Group Market Size: Small and Large
Group Market Type: Employer
Explanation for Other Group Market Type:
State Status Changed: 05/17/2010
Created By: Benjamin Davis
Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Benjamin Davis

Filing Description:

Group Short-Term Disability Income Forms
Forms GL1101-3-STD 10 et al (See attached list)

Enclosed for filing with your Department are copies of the captioned forms. We are requesting that these forms be

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approved for general use with any of our previously approved Group Policy Series GL1101 and Group Certificate Series GL1102 forms. They will be marketed by licensed agents and brokers.

The insert pages describe new features to our Group Short-Term Disability Income product, which is available at a group policyholder's request. The amendment form allows the pre-existing condition limitation to apply to increased amounts of coverage.

The Appendix of Variability and a Readability Certification are attached. Your review and notice of approval will be greatly appreciated. If you have questions, please feel free to contact me.

Sincerely,

Benjamin Davis
Compliance Analyst
Lincoln Financial Group
Voice: (800) 423-2765 ext. 7495
Fax: (402) 361-2568
E-Mail: benjamin.davis@lfg.com

Company and Contact

Filing Contact Information

Ben Davis, Compliance Specialist Benjamin.Davis@lfg.com
8807 Indian Hills Drive 402-361-7495 [Phone]
Omaha, NE 68114 402-361-2568 [FAX]

Filing Company Information

The Lincoln National Life Insurance Company CoCode: 65676 State of Domicile: Indiana
350 Church Street Group Code: 20 Company Type: Group
Hartford, CT 06103 Group Name: State ID Number:
(800) 423-2765 ext. [Phone] FEIN Number: 35-0472300

Filing Fees

Fee Required? Yes
Fee Amount: \$500.00
Retaliatory? No
Fee Explanation: \$50.00 per form x 10 forms.

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Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Lincoln National Life Insurance Company	\$500.00	05/17/2010	36588800

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	05/17/2010	05/17/2010

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Disposition

Disposition Date: 05/17/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Statement of Variability	Approved-Closed	Yes
Supporting Document	Certification of Compliance	Approved-Closed	Yes
Form	Definitions	Approved-Closed	Yes
Form	Weekly Disability Income Insurance	Approved-Closed	Yes
Form	Weekly Disability Income Insurance	Approved-Closed	Yes
Form	Weekly Disability Income Insurance	Approved-Closed	Yes
Form	Amendment Form	Approved-Closed	Yes
Form	Definitions	Approved-Closed	Yes
Form	Weekly Disability Income Insurance	Approved-Closed	Yes
Form	Weekly Disability Income Insurance	Approved-Closed	Yes
Form	Weekly Disability Income Insurance	Approved-Closed	Yes
Form	Amendment Form	Approved-Closed	Yes

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Form Schedule

Lead Form Number: GL1101-3-STD 10

Schedule Item	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 05/17/2010	GL1101-3-STD 10	Policy/Cont Definitions ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.500	3-STD 10.pdf
Approved-Closed 05/17/2010	GL1101-15-STD 10	Policy/Cont Weekly Disability ract/Fratern Income Insurance al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		65.300	15-STD 10.pdf
Approved-Closed 05/17/2010	GL1101-16-INT 10	Policy/Cont Weekly Disability ract/Fratern Income Insurance al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		51.300	16-INT 10.pdf
Approved-Closed 05/17/2010	GL1101-16-NON 10	Policy/Cont Weekly Disability ract/Fratern Income Insurance al Certificate:	Initial		50.500	16-NON 10.pdf

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Approval Status	Tracking Number	Description	Initials	Amount	Attachment
Approved- Closed 05/17/2010	GL1101- AMEND.M AX 10	Policy/Cont Amendment Form ract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial	53.900	AMENDMAX1 0.pdf
Approved- Closed 05/17/2010	GL1102-1- STD 10	Certificate Definitions Amendment, Insert Page, Endorsement or Rider	Initial	50.900	1-STD 10.pdf
Approved- Closed 05/17/2010	GL1102-7- STD 10	Certificate Weekly Disability Amendment Income Insurance t, Insert Page, Endorsement or Rider	Initial	64.600	7-STD 10.pdf
Approved- Closed 05/17/2010	GL1102-9- INT 10	Certificate Weekly Disability Amendment Income Insurance t, Insert Page, Endorsement or Rider	Initial	52.600	9-INT 10.pdf
Approved- Closed 05/17/2010	GL1102-9- NON 10	Certificate Weekly Disability Amendment Income Insurance t, Insert Page, Endorsement or Rider	Initial	50.300	9-NON 10.pdf

<i>SERFF Tracking Number:</i>	<i>JEPT-126573220</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Lincoln National Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>45686</i>
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<i>TOI:</i>	<i>H11G Group Health - Disability Income</i>	<i>Sub-TOI:</i>	<i>H11G.002 Short Term</i>
<i>Product Name:</i>	<i>Group Short Term Disability</i>		
<i>Project Name/Number:</i>	<i>Incremental Disability/Specialty Worksite/GL1101-3-STD 10, et al.</i>		
Approved- GL1102-	Certificate Amendment Form	Initial	54.200
Closed AMEND.M	Amendmen		AMENDMAX1
05/17/2010 AX 10	t, Insert		0.pdf
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DEFINITIONS

As used throughout this Policy, the following terms shall have the meanings indicated below. Other parts of this Policy contain definitions specific to those provisions.

ACTIVE WORK or **ACTIVELY AT WORK** means an Employee's performance of all Main Duties of his or her Own Occupation, for the regularly scheduled number of hours, at:

- (1) the Employer's place of business; or
- (2) any other business location where the Employer requires the Employee to travel.

Unless disabled on the prior workday or on the day of absence, an Employee will be considered Actively at Work on the following days:

- (1) a Saturday, Sunday or holiday that is not a scheduled workday;
- (2) a paid vacation day, or other scheduled or unscheduled non-workday; or
- (3) a non-medical leave of absence of 12 weeks or less, whether taken with the Employer's prior approval or on an emergency basis.

[This includes a Military Leave or an approved Family or Medical Leave that is not due to the Employee's own health condition.]

ANNUAL ENROLLMENT PERIOD means a designated timeframe that occurs each year for eligible Employees [to elect coverage who did not enroll during their initial eligibility period or for employees with existing coverage under this Policy to elect additional benefit amounts]. The submission of satisfactory evidence of insurability is required. Participating in an Annual Enrollment Period does not change the Policy provisions related to Waiting Periods or Pre-Existing Condition Limitations. Employees who have been previously declined for coverage [or increased coverage] may resubmit satisfactory evidence of insurability [to apply for initial coverage or increased coverage] during this Annual Enrollment Period.

There will be an Annual Enrollment Period beginning [Month, Day] and ending [Month, Day] for eligible Employees to [enroll for type of coverage or to increase their current benefit amounts of type of coverage]. (For date insurance begins, refer to "Effective Date" section.)

BASIC WEEKLY EARNINGS or **PREDISABILITY INCOME** means the Insured Person's average weekly base salary or hourly pay from the Employer before taxes on the Determination Date. The "**Determination Date**" is the last day worked just prior to the date the Disability begins.

It also includes paid commissions averaged over the 12 months just prior to the Determination Date or over the actual period of employment with the Employer just prior to that date, if shorter. It does **not** include bonuses, overtime pay, or any other extra compensation. It does **not** include income from a source other than the Employer. It will not exceed the amount shown in the Employer's financial records, the amount for which premium has been paid, or the Maximum Covered Weekly Earnings permitted by this Policy; whichever is less. (Maximum Covered Weekly Earnings equals the Maximum Weekly Benefit divided by the Benefit Percentage shown in the Schedule of Insurance.) [Exception: For purposes of determining the Partial Disability Weekly Benefit, Basic Weekly Earnings will not exceed the amount shown in the Employer's financial records.]

COMPANY means The Lincoln National Insurance Company, an Indiana corporation. Its Group Insurance Service Office address is 8801 Indian Hills Drive, Omaha, Nebraska 68114-4066.

DAY or **DATE** means the period of time that begins at 12:01 a.m. and ends at 12:00 midnight, standard time, at the Group Policyholder's place of business. When used with regard to effective dates, it means 12:01 a.m. When used with regard to termination dates, it means 12:00 midnight.

DISABILITY or **DISABLED** means Total Disability or Partial Disability.

DEFINITIONS
(Continued)

DISABILITY BENEFIT, when used with the term Retirement Plan, means a benefit that:

- (1) is payable under a Retirement Plan due to disability as defined in that plan; and
- (2) does not reduce the benefits that would have been paid as Retirement Benefits at the normal retirement age under the plan if the disability had not occurred.

If the payment of the benefit does cause such a reduction, the benefit will be deemed a Retirement Benefit as defined in this Policy.

EMPLOYEE or **FULL-TIME EMPLOYEE** means a person:

- (1) whose employment with the Employer is the person's main occupation;
- (2) whose employment is for regular wage or salary;
- (3) who is regularly scheduled to work at such occupation at least the Minimum Hours shown in the Schedule of Insurance per week;
- (4) who is a member of an Eligible Class which is eligible for coverage under this Policy;
- (5) who is not a temporary or seasonal employee; and
- (6) who is a citizen of the United States or legally works in the United States.

EMPLOYER means the Group Policyholder. It includes any division, subsidiary or affiliated company named in the Application or Participation Agreement.

EVIDENCE OF INSURABILITY means a statement of proof of an Employee's medical history. The Company uses this to determine his or her acceptance for insurance or an increased amount of insurance. [Such proof will be provided at the Employee's own expense.]

FAMILY OR MEDICAL LEAVE means an approved leave of absence that:

- (1) is subject to the federal FMLA law (the Family and Medical Leave Act of 1993 and any amendments to it) or a similar state law;
- (2) is taken in accord with the Employer's leave policy and the law which applies; and
- (3) does not exceed the period approved by the Employer and required by that law.

Under the federal FMLA law, such leaves are permitted for up to 12 weeks in a 12-month period as defined by the Employer. The 12 weeks:

- (1) may consist of consecutive or intermittent work days; or
- (2) may be granted on a part-time equivalency basis.

If an Employee is entitled to a leave under both the federal FMLA law and a similar state law, he or she may elect the more favorable leave (but not both). If an Employee is on an FMLA leave due to his or her own health condition on the date Policy coverage takes effect, he or she is not considered Actively at Work.

FULL-TIME, as it applies to the Partial Disability Benefit, means the average number of hours the Insured Person was regularly scheduled to work, at his or her Own Occupation, during the week just prior to:

- (1) the date Disability begins; or
- (2) the date an approved leave of absence begins, if Disability begins while the Insured Person is continuing coverage during a leave of absence.

[In no event will it exceed 40 hours per week.]

GROUP POLICYHOLDER means the person, company, trust or other organization as shown on the Title Page of this Policy.

DEFINITIONS (Continued)

INJURY means bodily Injury which results directly from an accident, independently of all other causes. In determining Weekly Benefits, a Disability will be considered caused by a Sickness if:

- (1) the Disability begins more than 60 days after the Injury; or
- (2) the Injury occurred before the Insured Person's Effective Date under this Policy.

The term "Injury" shall not include any:

- (1) condition to which a Sickness, its natural progression or its treatment is a substantial contributing cause (based upon the preponderance of medical evidence);
- (2) condition caused by emotional stress or trauma; infection (except pyogenic bacterial infection of an Injury); or medical or surgical treatment (except when needed solely for an Injury);
- (3) repetitive trauma condition which results from repetitious, physically traumatic activities that occur over time; or
- (4) pregnancy; except for complications that result from an Injury.

INSURANCE MONTH or **POLICY MONTH** means that period of time:

- (1) beginning at 12:01 a.m. Standard Time, at the Group Policyholder's place of business on the first day of any calendar month; and
- (2) ending at 12:00 midnight on the last day of the same calendar month.

INSURED PERSON means a Person for whom Policy coverage is in effect.

MAIN DUTIES or **MATERIAL AND SUBSTANTIAL DUTIES** means those job tasks that:

- (1) are normally required to perform the Insured Person's Own Occupation; and
- (2) could not reasonably be modified or omitted.

[To determine whether a job task could reasonably be modified or omitted, the Company will apply the Americans with Disabilities Act's standards concerning reasonable accommodation. It will apply the Act's standards, whether or not:

- (1) the Employer is subject to the Act; or
- (2) the Insured Person has requested such a job accommodation.

An Employer's failure to modify or omit other job tasks does **not** render the Insured Person unable to perform the Main Duties of the job.]

Main Duties include those job tasks:

- (1) as described in the U.S. Department of Labor Dictionary of Occupational Titles; and
- (2) as performed in the general labor market and national economy.

Main Duties are **not** limited to those specific job tasks as performed for a certain firm or at a certain work site.

MEDICALLY APPROPRIATE TREATMENT means diagnostic services, consultation, care or services that are consistent with the symptoms or diagnosis causing the Insured Person's Disability. Such treatment must be rendered:

- (1) by a Physician whose license and any specialty are consistent with the disabling condition; and
- (2) according to generally accepted, professionally recognized standards of medical practice.

MILITARY LEAVE means a leave of absence that:

- (1) is subject to the federal USERRA law (the Uniformed Services Employment and Reemployment Rights Act of 1994 and any amendments to it);
- (2) is taken in accord with the Employer's leave policy and the federal USERRA law; and
- (3) does not exceed the period required by that law.

DEFINITIONS (Continued)

OPEN ENROLLMENT PERIOD means a designated timeframe for eligible employees [to elect coverage who did not enroll during their initial eligibility period or for employees with existing coverage under this Policy to elect additional benefit amounts]. Evidence of insurability is not required during this period provided certain conditions are met as described in the Schedule of Benefits. Participation in an Open Enrollment Period does not change the Policy provisions related to Waiting Periods or Pre-Existing Condition Limitations. Employees who have been previously declined for coverage [or increased coverage] may resubmit satisfactory evidence of insurability [to apply for initial coverage or increased coverage] during this Open Enrollment Period.

There will be an Open Enrollment Period beginning [Month, Day] and ending [Month, Day] for eligible Employees to [enroll for type of coverage or to increase their current benefit amounts of type of coverage]. (For date insurance begins, refer to "Effective Date" section.)

OWN OCCUPATION or **REGULAR OCCUPATION** means the occupation, trade or profession:

- (1) in which the Insured Person was employed with the Employer prior to Disability; and
- (2) which was his or her main source of earned income prior to Disability.

It means a collective description of related jobs, as defined by the U.S. Department of Labor Dictionary of Occupational Titles. It includes any work in the same occupation for pay or profit, regardless of:

- (1) whether such work is with the Employer, with some other firm, or on a self-employed basis; or
- (2) whether a suitable opening is currently available with the Employer or in the local labor market.

PAID TIME-OFF (PTO) PLAN means a plan that:

- (1) is established and maintained by the Employer for the benefit of Employees; and
- (2) continues payment of all or part of an Insured Person's Predisability Income for a specified period after he or she becomes Disabled.

It does **not** include compensation the Employer pays an Insured Person for work actually performed during a Disability.

PARTIAL DISABILITY or **PARTIALLY DISABLED** means that, due to an Injury or Sickness, the Insured Person:

- (1) is unable to perform one or more of the Main Duties of his or her Own Occupation, or is unable to perform such duties Full-Time; and
- (2) is engaged in Partial Disability Employment.

PARTIAL DISABILITY EMPLOYMENT means the Insured Person is working at his or her Own Occupation or any other occupation; however, because of a Partial Disability:

- (1) the Insured Person's hours or production is reduced;
- (2) one or more Main Duties of the job are reassigned; or
- (3) the Insured Person is working in a lower-paid occupation.

During Partial Disability Employment, his or her current earnings:

- (1) must be at least 20% of Predisability Income; and
- (2) may not exceed the percentage specified in the Partial Disability Benefit section.

PERSON means an Employee of the Employer:

- (1) who is a member of an Employee class which is eligible for coverage under this Policy; and
- (2) who has completed an enrollment form.

PERSONAL INSURANCE means the insurance provided by this Policy on Insured Persons.

DEFINITIONS
(Continued)

PHYSICIAN means:

- (1) a legally qualified medical doctor who is licensed to practice medicine, to prescribe and administer drugs, or to perform surgery; or
- (2) any other duly licensed medical practitioner who is deemed by state law to be the same as a legally qualified medical doctor.

The medical doctor or other medical practitioner must be acting within the scope of his or her license. He or she must be qualified to provide Medically Appropriate Treatment for the Insured Person's disabling condition.

Physician does **not** include the Insured Person or a relative of the Insured Person receiving treatment. Relatives include:

- (1) the Insured Person's spouse, siblings, parents, children and grandparents; and
- (2) his or her spouse's relatives of like degree.

POLICY means this group insurance Policy issued by the Company to the Group Policyholder.

PREDISABILITY INCOME—See Basic Weekly Earnings definition.

REGULAR CARE OF A PHYSICIAN means the Insured Person:

- (1) personally visits a Physician, as often as medically required according to standard medical practice to effectively manage and treat his or her disabling condition; and
- (2) receives Medically Appropriate Treatment, by a Physician whose license and any specialty are consistent with the disabling condition.

REGULAR OCCUPATION—See Own Occupation or Regular Occupation definition.

RETIREMENT BENEFIT, when used with the term Retirement Plan, means a benefit that:

- (1) is payable under a Retirement Plan either in a lump sum or in the form of periodic payments;
- (2) does not represent contributions made by an Insured Person (Payments representing Employee contributions are deemed to be received over the Insured Person's expected remaining life, regardless of when they are actually received.); and
- (3) is payable upon:
 - (a) early or normal retirement; or
 - (b) disability (if the payment does reduce the benefit which would have been paid at the normal retirement age under the plan, if disability had not occurred).

RETIREMENT PLAN means a defined benefit or defined contribution plan that:

- (1) provides Retirement Benefits to Employees; and
- (2) is not funded wholly by Employee contributions.

The term shall **not** include any 401(k), profit-sharing or thrift plan; informal salary continuance plan; individual retirement account (IRA); tax sheltered annuity (TSA); stock ownership plan; or a non-qualified plan of deferred compensation.

An Employer's Retirement Plan is deemed to include any Retirement Plan:

- (1) which is part of any federal, state, county, municipal or association retirement system; and
- (2) for which the Insured Person is eligible as a result of employment with the Employer[; except it shall not include the State Teachers Retirement Fund, or State Public Employees Retirement Fund].

DEFINITIONS
(Continued)

SICK LEAVE or **SALARY CONTINUANCE PLAN** means a plan that:

- (1) is established and maintained by the Employer for the benefit of Employees; and
- (2) continues payment of all or part of an Insured Person's Predisability Income for a specified period after he or she becomes Disabled.

It does **not** include compensation the Employer pays an Insured Person for work actually performed during a Disability.

SICKNESS means illness, pregnancy or disease.

TOTAL DISABILITY or **TOTALLY DISABLED** means the Insured Person's inability, due to Sickness or Injury, to perform each of the Main Duties of his or her Own Occupation. A Person engaging in any employment for wage or profit is not Totally Disabled. The loss of a professional license, an occupational license or certification, [a pilot's license,] or a driver's license for any reason does **not**, by itself, constitute Total Disability.

WAITING PERIOD means the period of time an Employee must be employed in an eligible class with the Employer, before he or she becomes eligible to enroll for coverage under this Policy. The period of service must be continuous, except as explained in the Eligibility provision captioned Prior Service Credit Towards Waiting Period.

WEEKLY BENEFIT means the amount payable weekly by the Company to the Insured Person who is Totally Disabled or Partially Disabled.

WORKERS' COMPENSATION OR SIMILAR COVERAGE means coverage under a law that compensates for job related Injury or Sickness. It includes (but is not limited to):

- (1) coverage under any Workers' Compensation or occupational disease law;
- (2) coverage under the Jones Act; the Longshoreman's and Harbor Worker's Act; the Maritime Doctrine of Maintenance, Wages or Cure; or
- (3) any plan provided in place of one of those plans.

WEEKLY DISABILITY INCOME INSURANCE

TOTAL DISABILITY BENEFIT. The Company will pay a Weekly Total Disability Benefit for each week the Total Disability continues, if the Insured Person:

- (1) becomes Totally Disabled while insured for this benefit;
- (2) is under the Regular Care of a Physician; and
- (3) at his or her own expense, submits proof of continued Total Disability and Physician's care to the Company upon request.

Duration. Benefits start on the Day Benefits Begin, and end on the earliest of:

- (1) the date the Insured Person ceases to be Totally Disabled or dies;
- (2) the date the Maximum Benefit Period ends[; or]
- [(3) the date the Insured Person is able, but chooses not to engage in Partial Disability Employment in his or her Own Occupation].

Proportional benefits will be paid for a partial week of Total Disability.

At the Company's option, benefits may also be denied or suspended on any of the following dates:

- (1) the date the Insured Person (without good cause):
 - (a) fails to take a required medical exam[; or]
 - (b) fails to cooperate with an examiner[; or]
 - [(c) postpones a required exam more than twice; or]
- (2) the 45th day after the Company requests additional proof, if not given[; or]
- [(3) the 45th day after the Company requests proof of the Insured Person's application for any Other Income Benefits to which he or she may be entitled (and which affect Policy benefits); if not given].

Amount [for Class 1/Plan 1]. The amount of the Weekly Total Disability Benefit equals:

- (1) the Insured Person's Basic Weekly Earnings multiplied by the Benefit Percentage (limited to the Maximum Weekly Benefit); minus
- (2) Other Income Benefits.

The amount of the Weekly Total Disability Benefit will not be less than the Minimum Weekly Benefit[, unless the Minimum Weekly Benefit plus Other Income Benefits would exceed 100% of the Insured Person's Basic Weekly Earnings].

The Day Benefits Begin, Maximum Benefit Period, Benefit Percentage, Maximum Weekly Benefit, and Minimum Weekly Benefit are shown in the Schedule of Insurance.

Amount [for Class 1/Plan 1]. The amount of the Weekly Total Disability Benefit equals:

- (1) the Maximum Weekly Benefit; minus
- (2) Other Income Benefits.

The amount of the Weekly Total Disability Benefit will not be less than the Minimum Weekly Benefit[, unless the Minimum Weekly Benefit plus Other Income Benefits would exceed 100% of the Insured Person's Basic Weekly Earnings].

The Day Benefits Begin, Maximum Benefit Period, Maximum Weekly Benefit, and Minimum Weekly Benefit are shown in the Schedule of Insurance.

WEEKLY DISABILITY INCOME INSURANCE
(Continued)

Amount [for Class 1/Plan 1]. The amount of the Weekly Total Disability Benefit equals:

- (1) the Insured Person's Basic Weekly Earnings multiplied by the Benefit Percentage; or
- (2) the Maximum Weekly Benefit, if less.

The Day Benefits Begin, Maximum Benefit Period, Benefit Percentage, and Maximum Weekly Benefit are shown in the Schedule of Insurance.

Amount. The amount of the Weekly Total Disability Benefit equals the Maximum Weekly Benefit.

The Day Benefits Begin, Maximum Benefit Period and Maximum Weekly Benefit are shown in the Schedule of Insurance.

Amount [for Class 1/Plan 1]. The amount of the Weekly Total Disability Benefit equals the lesser of:

- (1) the Insured Person's Basic Weekly Earnings multiplied by the Benefit Percentage; minus Other Income Benefits except any pay received under the Employer's Sick Leave or Salary Continuance Plan;
- (2) 100% of the Insured Person's Basic Weekly Earnings; minus Other Income Benefits including any pay received under the Employer's Sick Leave or Salary Continuance Plan; or
- (3) the Maximum Weekly Benefit.

In no event will the amount of the Weekly Total Disability Benefit plus any pay received under the Employer's Sick Leave or Salary Continuance Plan exceed 100% of the Insured Person's Basic Weekly Earnings.

The amount of the Weekly Total Disability Benefit will not be less than the Minimum Weekly Benefit[, unless the Minimum Weekly Benefit plus Other Income Benefits would exceed 100% of the Insured Person's Basic Weekly Earnings].

The Day Benefits Begin, Maximum Benefit Period, Benefit Percentage, Maximum Weekly Benefit, and Minimum Weekly Benefit are shown in the Schedule of Insurance.

Amount [for Class 1/Plan 1]. The amount of the Weekly Total Disability Benefit equals the lesser of:

- (1) the Maximum Weekly Benefit; minus Other Income Benefits except any pay received under the Employer's Sick Leave or Salary Continuance Plan; or
- (2) 100% of the Insured Person's Basic Weekly Earnings; minus Other Income Benefits including any pay received under the Employer's Sick Leave or Salary Continuance Plan.

In no event will the amount of the Weekly Total Disability Benefit plus any pay received under the Employer's Sick Leave or Salary Continuance Plan exceed 100% of the Insured Person's Basic Weekly Earnings.

The amount of the Weekly Total Disability Benefit will not be less than the Minimum Weekly Benefit[, unless the Minimum Weekly Benefit plus Other Income Benefits would exceed 100% of the Insured Person's Basic Weekly Earnings].

The Day Benefits Begin, Maximum Benefit Period, Maximum Weekly Benefit, and Minimum Weekly Benefit are shown in the Schedule of Insurance.

WEEKLY DISABILITY INCOME INSURANCE
(Continued)

Amount [for Class 1/Plan 1]. The amount of the Weekly Total Disability Benefit equals the lesser of:

- (1) the Insured Person's Basic Weekly Earnings multiplied by the Benefit Percentage (limited to the Maximum Weekly Benefit); or
- (2) 100% of the Insured Person's Basic Weekly Earnings; minus Other Income Benefits.

The amount of the Weekly Total Disability Benefit will not be less than the Minimum Weekly Benefit[, unless the Minimum Weekly Benefit plus Other Income Benefits would exceed 100% of the Insured Person's Basic Weekly Earnings].

The Day Benefits Begin, Maximum Benefit Period, Benefit Percentage, Maximum Weekly Benefit, and Minimum Weekly Benefit are shown in the Schedule of Insurance.

Amount [for Class 1/Plan 1]. The amount of the Weekly Total Disability Benefit equals the lesser of:

- (1) the Maximum Weekly Benefit; or
- (2) 100% of the Insured Person's Basic Weekly Earnings; minus Other Income Benefits.

The amount of the Weekly Total Disability Benefit will not be less than the Minimum Weekly Benefit[, unless the Minimum Weekly Benefit plus Other Income Benefits would exceed 100% of the Insured Person's Basic Weekly Earnings].

The Day Benefits Begin, Maximum Benefit Period, Maximum Weekly Benefit, and Minimum Weekly Benefit are shown in the Schedule of Insurance.

WEEKLY DISABILITY INCOME INSURANCE
(Continued)

PARTIAL DISABILITY BENEFIT. The Company will pay a Weekly Partial Disability Benefit, if the Insured Person:

- (1) becomes Partially Disabled while insured for this benefit [and within 30 days after Total Disability Benefits cease];
- (2) is engaged in Partial Disability Employment;
- (3) is earning at least 20% of Basic Weekly Earnings when Partial Disability Employment begins;
- (4) is under the Regular Care of a Physician; and
- (5) at his or her own expense, submits proof of continued Partial Disability, Physician's care and reduced earnings to the Company upon request.

The Insured Person is [not] required to be Totally Disabled prior to receiving Weekly Partial Disability Benefits. [The Day Benefits Begin must be reached by days of Total Disability.] [The Day Benefits Begin may be reached by days of Total Disability, Partial Disability, or any combination of these.] Proportional benefits will be paid for a partial week of Partial Disability.

Duration. Benefits start on the Day Benefits Begin, and will cease on the earliest of:

- (1) the date the Insured Person ceases to be Partially Disabled or dies;
- (2) the date the Maximum Benefit Period ends;
- (3) the date the Insured Person earns more than 99% of Basic Weekly Earnings; or
- (4) the date the Insured Person is able, but chooses not to work Full-Time or part-time in his or her Own Occupation.

At the Company's option, benefits may also be denied or suspended on any of the following dates:

- (1) the date the Insured Person (without good cause):
 - (a) fails to take a required medical exam[; or]
 - (b) fails to cooperate with an examiner[; or]
 - [(c) postpones a required exam more than twice; or]
- (2) the 45th day after the Company requests additional proof, if not given[; or]
- [(3) the 45th day after the Company requests proof of the Insured Person's application for Other Income Benefits to which he or she may be entitled (and which affect Policy benefits); if not given].

Amount [for Class 1/Plan 1]. The amount of the Weekly Partial Disability Benefit equals the lesser of A or B below:

- (A) (1) The Insured Person's Basic Weekly Earnings multiplied by the Benefit Percentage (limited to the Maximum Weekly Benefit); minus
- (2) Other Income Benefits, except for earnings the Insured Person receives from Partial Disability Employment; or
- (B) The Insured Person's Basic Weekly Earnings minus Other Income Benefits.

The amount of the Weekly Partial Disability Benefit will not be less than the Minimum Weekly Benefit [, unless the Minimum Weekly Benefit plus Other Income Benefits would exceed 100% of the Insured Person's Basic Weekly Earnings].

The Day Benefits Begin, Maximum Benefit Period, Benefit Percentage, Maximum Weekly Benefit, and Minimum Weekly Benefit are shown in the Schedule of Insurance.

WEEKLY DISABILITY INCOME INSURANCE
(Continued)

Amount [for Class 1/Plan 1]. The amount of the Weekly Partial Disability Benefit equals the lesser of A or B below:

- (A) (1) The Maximum Weekly Benefit; minus
- (2) Other Income Benefits, except for earnings the Insured Person receives from Partial Disability Employment; or
- (B) The Insured Person's Basic Weekly Earnings minus Other Income Benefits.

The amount of the Weekly Partial Disability Benefit will not be less than the Minimum Weekly Benefit[, unless the Minimum Weekly Benefit plus Other Income Benefits would exceed 100% of the Insured Person's Basic Weekly Earnings].

The Day Benefits Begin, Maximum Benefit Period, Maximum Weekly Benefit, and Minimum Weekly Benefit are shown in the Schedule of Insurance.

Amount [for Class 1/Plan 1]. The amount of the Weekly Partial Disability Benefit equals the lesser of A or B below:

- (A) The Insured Person's Basic Weekly Earnings multiplied by the Benefit Percentage (limited to the Maximum Weekly Benefit); or
- (B) The Insured Person's Basic Weekly Earnings minus earnings the Insured Person earned or received from any occupation or form of employment during that period of Disability.

The amount of the Weekly Partial Disability Benefit will not be less than the Minimum Weekly Benefit.

The Day Benefits Begin, Maximum Benefit Period, Benefit Percentage, Maximum Weekly Benefit, and Minimum Weekly Benefit are shown in the Schedule of Insurance.

Amount [for Class 1/Plan 1]. The amount of the Weekly Partial Disability Benefit equals the lesser of A or B below:

- (A) The Maximum Weekly Benefit; or
- (B) The Insured Person's Basic Weekly Earnings minus earnings the Insured Person earned or received from any occupation or form of employment during that period of Disability.

The amount of the Weekly Partial Disability Benefit will not be less than the Minimum Weekly Benefit.

The Day Benefits Begin, Maximum Benefit Period, Maximum Weekly Benefit, and Minimum Weekly Benefit are shown in the Schedule of Insurance.

WEEKLY DISABILITY INCOME INSURANCE

(Continued)

[For Class 1/Plan 1]

OTHER INCOME BENEFITS means Earnings, benefits, awards, or settlements from the following sources. These amounts will be offset, in determining the Insured Person's Weekly Benefit. Except for Retirement Benefits and Earnings, these amounts must result from the same Disability for which a Weekly Benefit is payable under this Policy.

Compulsory Benefits. Any disability income benefits the Insured Person is eligible to receive under:

- (1) state temporary disability income benefit laws;
- (2) state no fault auto insurance laws;
- (3) any other compulsory benefit act or law (except Workers' Compensation and laws of like intent); or
- (4) any other compulsory benefit act or law (including any Workers' Compensation or occupational disease law; the Jones Act; the Longshoreman's and Harbor Worker's Act; the Maritime Doctrine of Maintenance, Wages or Cure; or any plan provided in place of such a plan).

Other Insurance Plans. Any disability income benefits for which the Insured Person is eligible under[:

- (1) any other group insurance plan (except credit or mortgage insurance);
- (2) any no fault auto plan; or
- (3) any individual policy, association group plan or franchise plan; or any auto liability insurance policy].

Employee Benefit Plans. Any disability income benefits for which the Insured Person is eligible under the Employer's [Sick Leave or Salary Continuance Plan/Paid Time-Off Plan]. This does **not** include [vacation pay, severance pay, or] pay for work actually performed during a Disability.

Employer's Retirement Plan. Any Disability Benefits or Retirement Benefits the Insured Person receives under the Employer's Retirement Plan.

Social Security and other Government Retirement Plans. The following Social Security or other Government Retirement Plan benefits will be offset:

- (1) **disability benefits** for which the Insured Person and any spouse or child is eligible, because of the Insured Person's Disability;
- (2) **unreduced retirement** benefits for which the Insured Person and any spouse or child is eligible, because of the Insured Person's eligibility for unreduced retirement benefits; or
- (3) **reduced retirement benefits** actually received by the Insured Person and any spouse or child, because of the Insured Person's receipt of reduced retirement benefits.

As used above, "**Government Retirement Plans**" include disability and retirement benefits under:

- (1) the federal Social Security Act, Jones Act or Railroad Retirement Act;
- (2) the Canada Pension Plan or Quebec Pension Plan;
- (3) any similar plan or act of any country, state, province or other political unit; or
- (4) any plan provided in place of one of the above plans[; except for the State Teachers Retirement Fund, or the State Public Employees Retirement Fund].

"Earnings", as used in this provision, means pay the Insured Person earns or receives from any occupation or form of employment, as reported for federal income tax purposes. Earnings include (but are not limited to) a:

- (1) salaried or hourly Employee's gross earnings (shown on Form W-2); including:
 - (a) wages, tips, commissions, bonuses and overtime pay; and
 - (b) any pre-tax contributions to a Section 125 Plan, flexible spending account, or qualified deferred compensation plan;
- (2) proprietor's net profit (figured from Form 1040, Schedule C);
- (3) professional corporation shareholder's net profit (figured from Form 1040, Schedule C);
- (4) partner's net earnings from self-employment (shown on Schedule K-1) and any W-2 earnings; and
- (5) Subchapter S Corporation shareholder's net earnings from trade or business activities (shown on Schedule K-1).

WEEKLY DISABILITY INCOME INSURANCE

(Continued)

[For Class 1/Plan 1]

Recovery from Third Party. Any amount the Insured Person recovers from a third party as a result of the Disability (whether by judgment, settlement or otherwise). The offset:

- (1) will be reduced by attorney fees and other reasonable costs of recovery; and
- (2) will not exceed 100% of the net settlement.

Exceptions. The following will **not** be considered Other Income Benefits, and will not be offset in determining the Weekly Benefit:

- (1) a cost-of-living increase in any Other Income Benefit (except Earnings); if it takes effect after the first offset for that benefit during a period of Disability;
- (2) reimbursement for hospital, medical or surgical expense;
- (3) reimbursement for attorney fees or other reasonable costs of claiming Other Income Benefits;
- (4) group credit or mortgage disability insurance;
- (5) early retirement benefits that are not elected or received under the federal Social Security Act or other Government Retirement Plan;
- (6) any amounts under the Employer's Retirement Plan that:
 - (a) represent the Insured Person's contributions; or
 - (b) are received upon termination of employment without being disabled or retired[; or]
- (7) benefits from a 401(k), profit-sharing or thrift plan; an individual retirement account (IRA); a tax sheltered annuity (TSA); a stock ownership plan; or a non-qualified plan of deferred compensation[; or]
- [(8) vacation pay, holiday pay, severance pay, salary continuance pay, or paid time-off pay;]
- [(9) disability income benefits under any individual policy, association group plan, franchise plan, or auto liability insurance policy (except no fault auto insurance); or]
- [(10) benefits under the State Teachers Retirement Fund, or the State Public Employees Retirement Fund].

RULES CONCERNING OTHER INCOME BENEFITS. If the Insured Person may be entitled to Other Income Benefits that affect Policy benefits, he or she is required to actively claim them. For example, if Social Security or other Government Retirement Plan benefits may be payable, the Insured Person:

- (1) must promptly apply for such benefits; and, if denied
- (2) must file an appeal or request an administrative hearing, upon Company request.

If the Insured Person fails to promptly pursue such benefits, the Company has the option to deny or suspend Weekly Benefits or to reduce them by an estimated amount.

If Workers' Compensation or similar benefits may be payable for the same Disability, the Insured Person and Employer are required to cooperate in filing for those benefits. The Company will require proof of the denial or duration of those benefits to confirm its liability under this Policy.

Refunding Overpayments. Upon receiving Other Income Benefits, the Insured Person must refund any resulting overpayment of Weekly Benefits under this Policy. If he or she does not promptly refund an overpayment to the Company within 60 days, in a lump sum, then:

- (1) the Company will reduce or eliminate future payments; and
- (2) the Minimum Weekly Benefit will not apply, until the amount is repaid.

Cost of Living Freeze. After the first deduction for each of the Other Income Benefits (except Earnings), its amount will be frozen. The Weekly Benefit will not be further reduced due to any cost-of-living increases payable under these Other Income Benefits.

WEEKLY DISABILITY INCOME INSURANCE

(Continued)

[For Class 1/Plan 1]

RECURRENT DISABILITY. "Recurrent Disability" means a Disability caused by an Injury or Sickness which is the same as, or related to, the cause of a prior Disability for which Weekly Benefits were payable.

(1) A Recurrent Disability will be treated as a new period of Disability, if the Insured Person:

- (a) has returned to his or her Own Occupation; and
- (b) has worked on a full-time basis, for two consecutive weeks or more.

A new Day Benefits Begin and new Maximum Benefit Period will apply.

(2) A Recurrent Disability will be treated as part of the prior Disability, if the Insured Person:

- (a) has returned to his or her Own Occupation; and
- (b) has worked on a full-time basis, for less than two consecutive weeks.

The same Day Benefits Begin and same Maximum Benefit Period will apply to the Recurrent Disability as to the prior Disability.

[To qualify for a Weekly Benefit for a Recurrent Disability, the Insured Person must earn less than the percentage of Predisability Income specified in the Partial Disability Benefit section.] Benefit payments will be subject to all other terms of this Policy that applied to the prior Disability.

This Recurrent Disability provision will cease to apply to an Insured Person who becomes eligible for coverage under any other group short-term disability policy.

EXCLUSIONS. Weekly Benefits will not be payable for any period of Disability:

- (1) which is the result of an intentionally self-inflicted Injury or suicide attempt;
- (2) during which the Insured Person is not under the Regular Care of a Physician;
- (3) which is the result of war (declared or undeclared) or any act of war[; or]
- [(4) which is the result of a Sickness or Injury for which the Insured Person receives benefits under Workers' Compensation or similar coverage; or]
- [(5) which arises out of (or in the course of) any employment for wage or profit, when the Disability would be covered by Workers' Compensation or similar coverage if:
 - (a) the Employer had enrolled the Insured Person for such coverage; and
 - (b) the Insured Person and Employer had cooperated in filing a claim under that plan; or]
- [(6) during which the Insured Person is eligible to receive disability benefits under:
 - (a) any state temporary disability income benefit law;
 - (b) any state no fault auto insurance law; or
 - (c) any other compulsory benefit act or law; or]
- [(7) during which the Insured Person receives payment under the Employer's Sick Leave or Salary Continuance Plan; or]
- [(8) during which the Insured Person receives Disability Benefits or Retirement Benefits under the Employer's Retirement Plan].

PRE-EXISTING CONDITION LIMITATION. This Policy will not cover any period of Disability:

- (1) which is caused or contributed to by, or results from a Pre-Existing Condition; and
- (2) which begins in the first 12 months after the Insured Person's Effective Date[, unless the Insured Person received no Treatment of the condition for 6 months in a row after his or her Effective Date].

"Pre-Existing Condition" means a Sickness or Injury for which the Insured Person received Treatment within 12 months prior to his or her Effective Date.

"Treatment" means consultation, care and services by a Physician. It includes diagnostic measures and the prescription, refill and taking of prescribed drugs or medicines.

[The above Pre-Existing Condition Limitation will also apply to any increase in coverage under this Policy.]

WEEKLY DISABILITY INCOME INSURANCE

(Continued)

[For Class 2/Plan 2]

RULES CONCERNING EARNINGS AND OTHER BENEFITS. [The Insured Person's Earnings during Partial Disability Employment may affect the amount of the Weekly Benefit. Also,] [T]he Disability may entitle the Insured Person to other benefits, awards or settlements that affect eligibility for Policy benefits. If so, the following rules will apply.

"Earnings", as used in this provision, means pay the Insured Person earns or receives from any occupation or form of employment, as reported for federal income tax purposes. Earnings include (but are not limited to) a:

- (1) salaried or hourly Employee's gross earnings (shown on Form W-2); including:
 - (a) wages, tips, commissions, bonuses and overtime pay; and
 - (b) any pre-tax contributions to a Section 125 Plan, flexible spending account, or qualified deferred compensation plan;]
- (2) proprietor's net profit (figured from Form 1040, Schedule C);]
- (3) professional corporation shareholder's net profit (figured from Form 1040, Schedule C);]
- (4) partner's net earnings from self-employment (shown on Schedule K-1) and any W-2 earnings; and]
- (5) Subchapter S Corporation shareholder's net earnings from trade or business activities (shown on Schedule K-1).]

Claiming Other Benefits. The Insured Person must actively pursue a claim for the other benefits. For example, if Workers' Compensation benefits may be payable for the same period of Disability:

- (1) the Insured Person and Employer must cooperate in filing a claim for those benefits; and
- (2) the Company will require proof of the denial or duration of those benefits, to determine its liability under this Policy.

Refunding Overpayments. Upon receiving other benefits for the same period of Disability, the Insured Person must refund any resulting overpayment of Weekly Benefits under this Policy. If he or she does not promptly refund an overpayment to the Company within 60 days, in a lump sum, then:

- (1) the Company will reduce or eliminate future payments; and
- (2) the Minimum Weekly Benefit will not apply, until the amount is repaid.

RECURRENT DISABILITY. "**Recurrent Disability**" means a Disability caused by an Injury or Sickness which is the same as, or related to, the cause of a prior Disability for which Weekly Benefits were payable.

- (1) A Recurrent Disability will be treated as a new period of Disability, if the Insured Person:
 - (a) has returned to his or her Own Occupation; and
 - (b) has worked on a full-time basis, for two consecutive weeks or more.A new Day Benefits Begin and new Maximum Benefit Period will apply.
- (2) A Recurrent Disability will be treated as part of the prior Disability, if the Insured Person:
 - (a) has returned to his or her Own Occupation; and
 - (b) has worked on a full-time basis, for less than two consecutive weeks.The same Day Benefits Begin and same Maximum Benefit Period will apply to the Recurrent Disability as to the prior Disability.

To qualify for a Weekly Benefit for a Recurrent Disability, the Insured Person must earn less than the percentage of Predisability Income specified in the Partial Disability Benefit section. Benefit payments will be subject to all other terms of this Policy that applied to the prior Disability. This Recurrent Disability provision will cease to apply to an Insured Person who becomes eligible for coverage under any other group short-term disability policy.

WEEKLY DISABILITY INCOME INSURANCE

(Continued)

[For Class 2/Plan 2]

EXCLUSIONS. Weekly Benefits will not be payable for any period of Disability:

- (1) which is the result of an intentionally self-inflicted Injury or suicide attempt;
- (2) during which the Insured Person is not under the Regular Care of a Physician;
- (3) which is the result of war (declared or undeclared) or any act of war[; or]
- [(4) which is the result of a Sickness or Injury for which the Insured Person receives benefits under Workers' Compensation or similar coverage; or]
- [(5) which arises out of (or in the course of) any employment for wage or profit, when the Disability would be covered by Workers' Compensation or similar coverage if:
 - (a) the Employer had enrolled the Insured Person for such coverage; and
 - (b) the Insured Person and Employer had cooperated in filing a claim under that plan; or]
- [(6) during which the Insured Person is eligible to receive disability benefits under:
 - (a) any state temporary disability income benefit law;
 - (b) any state no fault auto insurance law; or
 - (c) any other compulsory benefit act or law; or]
- [(7) during which the Insured Person receives payment under the Employer's Sick Leave or Salary Continuance Plan; or]
- [(8) during which the Insured Person receives Disability Benefits or Retirement Benefits under the Employer's Retirement Plan].

PRE-EXISTING CONDITION LIMITATION. This Policy will not cover any period of Disability:

- (1) which is caused or contributed to by, or results from a Pre-Existing Condition; and
- (2) which begins in the first 12 months after the Insured Person's Effective Date[, unless the Insured Person received no Treatment of the condition for 6 months in a row after his or her Effective Date.]

"Pre-Existing Condition" means a Sickness or Injury for which the Insured Person received Treatment within 12 months prior to his or her Effective Date.

"Treatment" means consultation, care and services by a Physician. It includes diagnostic measures and the prescription, refill and taking of prescribed drugs or medicines.

[The above Pre-Existing Condition Limitation will also apply to any increase in coverage under this Policy.]

AMENDMENT NO. 1

TO BE ATTACHED TO AND MADE A PART OF POLICY NO.: 00000000

ISSUED TO: ABC Company

[FOR: Plan 1/Class 1/Participating Employer XYZ]

PRE-EXISTING CONDITION LIMITATION FOR INCREASED MAXIMUM

A. It is agreed that the [Benefit Percentage,] Maximum Weekly Benefit and Minimum Weekly Benefit shown on the Schedule of Insurance are amended as follows for Class/Plan 1:

[BENEFIT PERCENTAGE: 66 2/3%
MAXIMUM WEEKLY BENEFIT: \$2,000
MINIMUM WEEKLY BENEFIT: 10%

B. The amount of insurance in excess of \$1,000 that becomes effective on April 1, 2010 is subject to the following provision.

PRE-EXISTING CONDITION LIMITATION

The Policy will not cover the Weekly Benefit amount in excess of \$1,000 for any Disability:

- (1) which is caused to by, or results from a Pre-Existing Condition; and
- (2) which begins in the first 12 months after the Insured Person's Effective Date of the increase in coverage under the Policy[, unless the Insured Person received no Treatment of the condition for 6 months in a row after his or her Effective Date of the increase in coverage].

"Pre-Existing Condition" means a Sickness or Injury for which the Insured Person received Treatment within 12 months prior to his or her Effective Date of the increase in coverage under the Policy.

["Treatment" means consultation, care and services by a Physician. It includes diagnostic measures and the prescription, refill and taking of prescribed drugs or medicines.]

C. The increased amount of insurance will not take effect on a date when the Insured Person is away from Active Work due to a Sickness or Injury. In this event, the increased amount will become effective on the date he or she returns to Active Work.

The effective date of this amendment is April 1, 2010; but only with respect to Disabilities commencing on or after such date. Nothing contained in this Amendment shall change any of the terms and conditions of this Policy, except as stated above.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY



Officer of the Company

Accepted by the Group Policyholder this _____ day of _____ 20 _____

By _____ Title _____

DEFINITIONS

As used throughout the Policy, the following terms shall have the meanings indicated below. Other parts of the Policy contain definitions specific to those provisions.

ACTIVE WORK or **ACTIVELY AT WORK** means your performance of all Main Duties of your Own Occupation, for the regularly scheduled number of hours, at:

- (1) the Employer's place of business; or
- (2) any other business location where the Employer requires you to travel.

Unless disabled on the prior workday or on the day of absence, you will be considered Actively at Work on the following days:

- (1) a Saturday, Sunday or holiday that is not a scheduled workday;
- (2) a paid vacation day, or other scheduled or unscheduled non-workday; or
- (3) a non-medical leave of absence of 12 weeks or less, whether taken with the Employer's prior approval or on an emergency basis.

[This includes a Military Leave or an approved Family or Medical Leave that is not due to your own health condition.]

ANNUAL ENROLLMENT PERIOD means a designated timeframe that occurs each year for eligible Employees [to elect coverage who did not enroll during their initial eligibility period or for employees with existing coverage under the Policy to elect additional benefit amounts]. The submission of satisfactory evidence of insurability is required. Participating in an Annual Enrollment Period does not change the Policy provisions related to Waiting Periods or Pre-Existing Condition Limitations. Employees who have been previously declined for coverage [or increased coverage] may resubmit satisfactory evidence of insurability [to apply for initial coverage or increased coverage] during this Annual Enrollment Period.

There will be an Annual Enrollment Period beginning [Month, Day] and ending [Month, Day] for eligible Employees to [enroll for type of coverage or to increase their current benefit amounts of type of coverage]. (For date insurance begins, refer to "Effective Date" section.)

BASIC WEEKLY EARNINGS or **PREDISABILITY INCOME** means your average weekly base salary or hourly pay from the Employer before taxes on the Determination Date. The "**Determination Date**" is the last day worked just prior to the date the Disability begins.

It also includes paid commissions averaged over the 12 months just prior to the Determination Date or over the actual period of employment with the Employer just prior to that date, if shorter. It does **not** include bonuses, overtime pay, or any other extra compensation. It does **not** include income from a source other than the Employer. It will not exceed the amount shown in the Employer's financial records, the amount for which premium has been paid, or the Maximum Covered Weekly Earnings permitted by the Policy; whichever is less. (Maximum Covered Weekly Earnings equals the Maximum Weekly Benefit divided by the Benefit Percentage shown in the Schedule of Insurance.) [Exception: For purposes of determining the Partial Disability Weekly Benefit, Basic Weekly Earnings will not exceed the amount shown in the Employer's financial records.]

COMPANY means The Lincoln National Insurance Company, an Indiana corporation. Its Group Insurance Service Office address is 8801 Indian Hills Drive, Omaha, Nebraska 68114-4066.

DAY or **DATE** means the period of time that begins at 12:01 a.m. and ends at 12:00 midnight, standard time, at the Group Policyholder's place of business. When used with regard to effective dates, it means 12:01 a.m. When used with regard to termination dates, it means 12:00 midnight.

DISABILITY or **DISABLED** means Total Disability or Partial Disability.

DEFINITIONS
(Continued)

DISABILITY BENEFIT, when used with the term Retirement Plan, means a benefit that:

- (1) is payable under a Retirement Plan due to disability as defined in that plan; and
- (2) does not reduce the benefits that would have been paid as Retirement Benefits at the normal retirement age under the plan if the disability had not occurred.

If the payment of the benefit does cause such a reduction, the benefit will be deemed a Retirement Benefit as defined in the Policy.

EMPLOYEE or **FULL-TIME EMPLOYEE** means a person:

- (1) whose employment with the Employer is the person's main occupation;
- (2) whose employment is for regular wage or salary;
- (3) who is regularly scheduled to work at such occupation at least the Minimum Hours shown in the Schedule of Insurance per week;
- (4) who is a member of an Eligible Class which is eligible for coverage under the Policy;
- (5) who is not a temporary or seasonal employee; and
- (6) who is a citizen of the United States or legally works in the United States.

EMPLOYER means the Group Policyholder. It includes any division, subsidiary or affiliated company named in the Application or Participation Agreement.

EVIDENCE OF INSURABILITY means a statement of proof of your medical history. The Company uses this to determine your acceptance for insurance or an increased amount of insurance. [Such proof will be provided at your own expense.]

FAMILY OR MEDICAL LEAVE means an approved leave of absence that:

- (1) is subject to the federal FMLA law (the Family and Medical Leave Act of 1993 and any amendments to it) or a similar state law;
- (2) is taken in accord with the Employer's leave policy and the law which applies; and
- (3) does not exceed the period approved by the Employer and required by that law.

Under the federal FMLA law, such leaves are permitted for up to 12 weeks in a 12-month period as defined by the Employer. The 12 weeks:

- (1) may consist of consecutive or intermittent work days; or
- (2) may be granted on a part-time equivalency basis.

If you are entitled to a leave under both the federal FMLA law and a similar state law, you may elect the more favorable leave (but not both). If you are on an FMLA leave due to your own health condition on the date Policy coverage takes effect, you are not considered Actively at Work.

FULL-TIME, as it applies to the Partial Disability Benefit, means the average number of hours you were regularly scheduled to work, at your Own Occupation, during the week just prior to:

- (1) the date Disability begins; or
- (2) the date an approved leave of absence begins, if Disability begins while you are continuing coverage during a leave of absence.

[In no event will it exceed 40 hours per week.]

GROUP POLICYHOLDER means the person, company, trust or other organization as shown on the Title Page of the Policy.

DEFINITIONS (Continued)

INJURY means bodily Injury which results directly from an accident, independently of all other causes. In determining Weekly Benefits, a Disability will be considered caused by a Sickness if:

- (1) the Disability begins more than 60 days after the Injury; or
- (2) the Injury occurred before your Effective Date under the Policy.

The term "Injury" shall not include any:

- (1) condition to which a Sickness, its natural progression or its treatment is a substantial contributing cause (based upon the preponderance of medical evidence);
- (2) condition caused by emotional stress or trauma; infection (except pyogenic bacterial infection of an Injury); or medical or surgical treatment (except when needed solely for an Injury);
- (3) repetitive trauma condition which results from repetitious, physically traumatic activities that occur over time; or
- (4) pregnancy; except for complications that result from an Injury.

INSURANCE MONTH or **POLICY MONTH** means that period of time:

- (1) beginning at 12:01 a.m. Standard Time, at the Group Policyholder's place of business on the first day of any calendar month; and
- (2) ending at 12:00 midnight on the last day of the same calendar month.

INSURED PERSON means a Person for whom Policy coverage is in effect.

MAIN DUTIES or **MATERIAL AND SUBSTANTIAL DUTIES** means those job tasks that:

- (1) are normally required to perform your Own Occupation; and
- (2) could not reasonably be modified or omitted.

[To determine whether a job task could reasonably be modified or omitted, the Company will apply the Americans with Disabilities Act's standards concerning reasonable accommodation. It will apply the Act's standards, whether or not:

- (1) the Employer is subject to the Act; or
- (2) you have requested such a job accommodation.

An Employer's failure to modify or omit other job tasks does **not** render you unable to perform the Main Duties of the job.]

Main Duties include those job tasks:

- (1) as described in the U.S. Department of Labor Dictionary of Occupational Titles; and
- (2) as performed in the general labor market and national economy.

Main Duties are **not** limited to those specific job tasks as performed for a certain firm or at a certain work site.

MEDICALLY APPROPRIATE TREATMENT means diagnostic services, consultation, care or services that are consistent with the symptoms or diagnosis causing your Disability. Such treatment must be rendered:

- (1) by a Physician whose license and any specialty are consistent with the disabling condition; and
- (2) according to generally accepted, professionally recognized standards of medical practice.

MILITARY LEAVE means a leave of absence that:

- (1) is subject to the federal USERRA law (the Uniformed Services Employment and Reemployment Rights Act of 1994 and any amendments to it);
- (2) is taken in accord with the Employer's leave policy and the federal USERRA law; and
- (3) does not exceed the period required by that law.

DEFINITIONS (Continued)

OPEN ENROLLMENT PERIOD means a designated timeframe for eligible employees [to elect coverage who did not enroll during their initial eligibility period or for employees with existing coverage under the Policy to elect additional benefit amounts]. Evidence of insurability is not required during this period provided certain conditions are met as described in the Schedule of Benefits. Participation in an Open Enrollment Period does not change the Policy provisions related to Waiting Periods or Pre-Existing Condition Limitations. Employees who have been previously declined for coverage [or increased coverage] may resubmit satisfactory evidence of insurability [to apply for initial coverage or increased coverage] during this Open Enrollment Period.

There will be an Open Enrollment Period beginning [Month, Day] and ending [Month, Day] for eligible Employees to [enroll for type of coverage or to increase their current benefit amounts of type of coverage]. (For date insurance begins, refer to "Effective Date" section.)

OWN OCCUPATION or **REGULAR OCCUPATION** means the occupation, trade or profession:

- (1) in which you were employed with the Employer prior to Disability; and
- (2) which was your main source of earned income prior to Disability.

It means a collective description of related jobs, as defined by the U.S. Department of Labor Dictionary of Occupational Titles. It includes any work in the same occupation for pay or profit, regardless of:

- (1) whether such work is with the Employer, with some other firm, or on a self-employed basis;
or
- (2) whether a suitable opening is currently available with the Employer or in the local labor market.

PAID TIME-OFF (PTO) PLAN means a plan that:

- (1) is established and maintained by the Employer for the benefit of Employees; and
- (2) continues payment of all or part of your Predisability Income for a specified period after you become Disabled.

It does **not** include compensation the Employer pays you for work actually performed during a Disability.

PARTIAL DISABILITY or **PARTIALLY DISABLED** means that, due to an Injury or Sickness, you:

- (1) are unable to perform one or more of the Main Duties of your Own Occupation, or are unable to perform such duties Full-Time; and
- (2) are engaged in Partial Disability Employment.

PARTIAL DISABILITY EMPLOYMENT means you are working at your Own Occupation or any other occupation; however, because of a Partial Disability:

- (1) your hours or production is reduced;
- (2) one or more Main Duties of the job are reassigned; or
- (3) you are working in a lower-paid occupation.

During Partial Disability Employment, your current earnings:

- (1) must be at least 20% of Predisability Income; and
- (2) may not exceed the percentage specified in the Partial Disability Benefit section.

PERSON means an Employee of the Employer:

- (1) who is a member of an Employee class which is eligible for coverage under the Policy; and
- (2) who has completed an enrollment form.

PERSONAL INSURANCE means the insurance provided by the Policy on Insured Persons.

DEFINITIONS
(Continued)

PHYSICIAN means:

- (1) a legally qualified medical doctor who is licensed to practice medicine, to prescribe and administer drugs, or to perform surgery; or
- (2) any other duly licensed medical practitioner who is deemed by state law to be the same as a legally qualified medical doctor.

The medical doctor or other medical practitioner must be acting within the scope of his or her license. He or she must be qualified to provide Medically Appropriate Treatment for your disabling condition.

Physician does **not** include you or your relatives. Relatives include:

- (1) your spouse, siblings, parents, children and grandparents; and
- (2) your spouse's relatives of like degree.

POLICY means this group insurance Policy issued by the Company to the Group Policyholder.

PREDISABILITY INCOME—See Basic Weekly Earnings definition.

REGULAR CARE OF A PHYSICIAN means you:

- (1) personally visit a Physician, as often as medically required according to standard medical practice to effectively manage and treat your disabling condition; and
- (2) receive Medically Appropriate Treatment, by a Physician whose license and any specialty are consistent with the disabling condition.

REGULAR OCCUPATION—See Own Occupation or Regular Occupation definition.

RETIREMENT BENEFIT, when used with the term Retirement Plan, means a benefit that:

- (1) is payable under a Retirement Plan either in a lump sum or in the form of periodic payments;
- (2) does not represent contributions made by you (Payments representing Employee contributions are deemed to be received over your expected remaining life, regardless of when they are actually received.); and
- (3) is payable upon:
 - (a) early or normal retirement; or
 - (b) disability (if the payment does reduce the benefit which would have been paid at the normal retirement age under the plan, if disability had not occurred).

RETIREMENT PLAN means a defined benefit or defined contribution plan that:

- (1) provides Retirement Benefits to Employees; and
- (2) is not funded wholly by Employee contributions.

The term shall **not** include any 401(k), profit-sharing or thrift plan; informal salary continuance plan; individual retirement account (IRA); tax sheltered annuity (TSA); stock ownership plan; or a non-qualified plan of deferred compensation.

An Employer's Retirement Plan is deemed to include any Retirement Plan:

- (1) which is part of any federal, state, county, municipal or association retirement system; and
- (2) for which you are eligible as a result of employment with the Employer[; except it shall not include the State Teachers Retirement Fund, or State Public Employees Retirement Fund].

DEFINITIONS
(Continued)

SICK LEAVE or **SALARY CONTINUANCE PLAN** means a plan that:

- (1) is established and maintained by the Employer for the benefit of Employees; and
- (2) continues payment of all or part of your Predisability Income for a specified period after you become Disabled.

It does **not** include compensation the Employer pays you for work actually performed during a Disability.

SICKNESS means illness, pregnancy or disease.

TOTAL DISABILITY or **TOTALLY DISABLED** means your inability, due to Sickness or Injury, to perform each of the Main Duties of your Own Occupation. A Person engaging in any employment for wage or profit is not Totally Disabled. The loss of a professional license, an occupational license or certification, [a pilot's license,] or a driver's license for any reason does **not**, by itself, constitute Total Disability.

WAITING PERIOD means the period of time you must be employed in an eligible class with the Employer, before you become eligible to enroll for coverage under the Policy. The period of service must be continuous, except as explained in the Eligibility provision captioned Prior Service Credit Towards Waiting Period.

WEEKLY BENEFIT means the amount payable weekly by the Company to you while you are Totally Disabled or Partially Disabled.

WORKERS' COMPENSATION OR SIMILAR COVERAGE means coverage under a law that compensates for job related Injury or Sickness. It includes (but is not limited to):

- (1) coverage under any Workers' Compensation or occupational disease law;
- (2) coverage under the Jones Act; the Longshoreman's and Harbor Worker's Act; the Maritime Doctrine of Maintenance, Wages or Cure; or
- (3) any plan provided in place of one of those plans.

WEEKLY DISABILITY INCOME INSURANCE

TOTAL DISABILITY BENEFIT. The Company will pay a Weekly Total Disability Benefit for each week the Total Disability continues, if you:

- (1) become Totally Disabled while insured for this benefit;
- (2) are under the Regular Care of a Physician; and
- (3) at your own expense, submit proof of continued Total Disability and Physician's care to the Company upon request.

Duration. Benefits start on the Day Benefits Begin, and end on the earliest of:

- (1) the date you cease to be Totally Disabled or die;
- (2) the date the Maximum Benefit Period ends[; or]
- [(3) the date you are able, but choose not to engage in Partial Disability Employment in your Own Occupation].

Proportional benefits will be paid for a partial week of Total Disability.

At the Company's option, benefits may also be denied or suspended on any of the following dates:

- (1) the date you (without good cause):
 - (a) fail to take a required medical exam[; or]
 - (b) fail to cooperate with an examiner[; or]
 - [(c) postpone a required exam more than twice; or]
- (2) the 45th day after the Company requests additional proof, if not given[; or]
- [(3) the 45th day after the Company requests proof of your application for any Other Income Benefits to which you may be entitled (and which affect Policy benefits); if not given].

Amount [for Class 1/Plan 1]. The amount of the Weekly Total Disability Benefit equals:

- (1) your Basic Weekly Earnings multiplied by the Benefit Percentage (limited to the Maximum Weekly Benefit); minus
- (2) Other Income Benefits.

The amount of the Weekly Total Disability Benefit will not be less than the Minimum Weekly Benefit[, unless the Minimum Weekly Benefit plus Other Income Benefits would exceed 100% of your Basic Weekly Earnings].

The Day Benefits Begin, Maximum Benefit Period, Benefit Percentage, Maximum Weekly Benefit, and Minimum Weekly Benefit are shown in the Schedule of Insurance.

Amount [for Class 1/Plan 1]. The amount of the Weekly Total Disability Benefit equals:

- (1) the Maximum Weekly Benefit; minus
- (2) Other Income Benefits.

The amount of the Weekly Total Disability Benefit will not be less than the Minimum Weekly Benefit[, unless the Minimum Weekly Benefit plus Other Income Benefits would exceed 100% of your Basic Weekly Earnings].

The Day Benefits Begin, Maximum Benefit Period, Maximum Weekly Benefit, and Minimum Weekly Benefit are shown in the Schedule of Insurance.

WEEKLY DISABILITY INCOME INSURANCE
(Continued)

Amount [for Class 1/Plan 1]. The amount of the Weekly Total Disability Benefit equals:

- (1) your Basic Weekly Earnings multiplied by the Benefit Percentage; or
- (2) the Maximum Weekly Benefit, if less.

The Day Benefits Begin, Maximum Benefit Period, Benefit Percentage, and Maximum Weekly Benefit are shown in the Schedule of Insurance.

Amount. The amount of the Weekly Total Disability Benefit equals the Maximum Weekly Benefit.

The Day Benefits Begin, Maximum Benefit Period and Maximum Weekly Benefit are shown in the Schedule of Insurance.

Amount [for Class 1/Plan 1]. The amount of the Weekly Total Disability Benefit equals the lesser of:

- (1) your Basic Weekly Earnings multiplied by the Benefit Percentage; minus Other Income Benefits except any pay received under the Employer's Sick Leave or Salary Continuance Plan;
- (2) 100% of your Basic Weekly Earnings; minus Other Income Benefits including any pay received under the Employer's Sick Leave or Salary Continuance Plan; or
- (3) the Maximum Weekly Benefit.

In no event will the amount of the Weekly Total Disability Benefit plus any pay received under the Employer's Sick Leave or Salary Continuance Plan exceed 100% of your Basic Weekly Earnings.

The amount of the Weekly Total Disability Benefit will not be less than the Minimum Weekly Benefit[, unless the Minimum Weekly Benefit plus Other Income Benefits would exceed 100% of your Basic Weekly Earnings].

The Day Benefits Begin, Maximum Benefit Period, Benefit Percentage, Maximum Weekly Benefit, and Minimum Weekly Benefit are shown in the Schedule of Insurance.

Amount [for Class 1/Plan 1]. The amount of the Weekly Total Disability Benefit equals the lesser of:

- (1) the Maximum Weekly Benefit; minus Other Income Benefits except any pay received under the Employer's Sick Leave or Salary Continuance Plan; or
- (2) 100% of your Basic Weekly Earnings; minus Other Income Benefits including any pay received under the Employer's Sick Leave or Salary Continuance Plan.

In no event will the amount of the Weekly Total Disability Benefit plus any pay received under the Employer's Sick Leave or Salary Continuance Plan exceed 100% of your Basic Weekly Earnings.

The amount of the Weekly Total Disability Benefit will not be less than the Minimum Weekly Benefit[, unless the Minimum Weekly Benefit plus Other Income Benefits would exceed 100% of your Basic Weekly Earnings].

The Day Benefits Begin, Maximum Benefit Period, Maximum Weekly Benefit, and Minimum Weekly Benefit are shown in the Schedule of Insurance.

WEEKLY DISABILITY INCOME INSURANCE
(Continued)

Amount [for Class 1/Plan 1]. The amount of the Weekly Total Disability Benefit equals the lesser of:

- (1) your Basic Weekly Earnings multiplied by the Benefit Percentage (limited to the Maximum Weekly Benefit); or
- (2) 100% of your Basic Weekly Earnings; minus Other Income Benefits.

The amount of the Weekly Total Disability Benefit will not be less than the Minimum Weekly Benefit[, unless the Minimum Weekly Benefit plus Other Income Benefits would exceed 100% of your Basic Weekly Earnings].

The Day Benefits Begin, Maximum Benefit Period, Benefit Percentage, Maximum Weekly Benefit, and Minimum Weekly Benefit are shown in the Schedule of Insurance.

Amount [for Class 1/Plan 1]. The amount of the Weekly Total Disability Benefit equals the lesser of:

- (1) the Maximum Weekly Benefit; or
- (2) 100% of your Basic Weekly Earnings; minus Other Income Benefits.

The amount of the Weekly Total Disability Benefit will not be less than the Minimum Weekly Benefit[, unless the Minimum Weekly Benefit plus Other Income Benefits would exceed 100% of your Basic Weekly Earnings].

The Day Benefits Begin, Maximum Benefit Period, Maximum Weekly Benefit, and Minimum Weekly Benefit are shown in the Schedule of Insurance.

WEEKLY DISABILITY INCOME INSURANCE
(Continued)

PARTIAL DISABILITY BENEFIT. The Company will pay a Weekly Partial Disability Benefit, if you:

- (1) become Partially Disabled while insured for this benefit [and within 30 days after Total Disability Benefits cease];
- (2) are engaged in Partial Disability Employment;
- (3) are earning at least 20% of Basic Weekly Earnings when Partial Disability Employment begins;
- (4) are under the Regular Care of a Physician; and
- (5) at your own expense, submit proof of continued Partial Disability, Physician's care and reduced earnings to the Company upon request.

You are [not] required to be Totally Disabled prior to receiving Weekly Partial Disability Benefits. [The Day Benefits Begin must be reached by days of Total Disability.] [The Day Benefits Begin may be reached by days of Total Disability, Partial Disability, or any combination of these.] Proportional benefits will be paid for a partial week of Partial Disability.

Duration. Benefits start on the Day Benefits Begin, and will cease on the earliest of:

- (1) the date you cease to be Partially Disabled or die;
- (2) the date the Maximum Benefit Period ends;
- (3) the date you earn more than 99% of Basic Weekly Earnings; or
- (4) the date you are able, but choose not to work Full-Time or part-time in your Own Occupation.

At the Company's option, benefits may also be denied or suspended on any of the following dates:

- (1) the date you (without good cause):
 - (a) fail to take a required medical exam[; or]
 - (b) fail to cooperate with an examiner[; or]
 - [(c) postpone a required exam more than twice; or]
- (2) the 45th day after the Company requests additional proof, if not given[; or]
- [(3) the 45th day after the Company requests proof of your application for Other Income Benefits to which you may be entitled (and which affect Policy benefits); if not given].

Amount [for Class 1/Plan 1]. The amount of the Weekly Partial Disability Benefit equals the lesser of A or B below:

- (A)
 - (1) Your Basic Weekly Earnings multiplied by the Benefit Percentage (limited to the Maximum Weekly Benefit); minus
 - (2) Other Income Benefits, except for earnings you receive from Partial Disability Employment; or
- (B) Your Basic Weekly Earnings minus Other Income Benefits.

The amount of the Weekly Partial Disability Benefit will not be less than the Minimum Weekly Benefit [, unless the Minimum Weekly Benefit plus Other Income Benefits would exceed 100% of your Basic Weekly Earnings].

The Day Benefits Begin, Maximum Benefit Period, Benefit Percentage, Maximum Weekly Benefit, and Minimum Weekly Benefit are shown in the Schedule of Insurance.

WEEKLY DISABILITY INCOME INSURANCE
(Continued)

Amount [for Class 1/Plan 1]. The amount of the Weekly Partial Disability Benefit equals the lesser of A or B below:

- (A) (1) The Maximum Weekly Benefit; minus
- (2) Other Income Benefits, except for earnings you receive from Partial Disability Employment; or
- (B) Your Basic Weekly Earnings minus Other Income Benefits.

The amount of the Weekly Partial Disability Benefit will not be less than the Minimum Weekly Benefit[, unless the Minimum Weekly Benefit plus Other Income Benefits would exceed 100% of your Basic Weekly Earnings].

The Day Benefits Begin, Maximum Benefit Period, Maximum Weekly Benefit, and Minimum Weekly Benefit are shown in the Schedule of Insurance.

Amount [for Class 1/Plan 1]. The amount of the Weekly Partial Disability Benefit equals the lesser of A or B below:

- (A) Your Basic Weekly Earnings multiplied by the Benefit Percentage (limited to the Maximum Weekly Benefit); or
- (B) Your Basic Weekly Earnings minus earnings you earned or received from any occupation or form of employment during that period of Disability.

The amount of the Weekly Partial Disability Benefit will not be less than the Minimum Weekly Benefit.

The Day Benefits Begin, Maximum Benefit Period, Benefit Percentage, Maximum Weekly Benefit, and Minimum Weekly Benefit are shown in the Schedule of Insurance.

Amount [for Class 1/Plan 1]. The amount of the Weekly Partial Disability Benefit equals the lesser of A or B below:

- (A) The Maximum Weekly Benefit; or
- (B) Your Basic Weekly Earnings minus earnings you earned or received from any occupation or form of employment during that period of Disability.

The amount of the Weekly Partial Disability Benefit will not be less than the Minimum Weekly Benefit.

The Day Benefits Begin, Maximum Benefit Period, Maximum Weekly Benefit, and Minimum Weekly Benefit are shown in the Schedule of Insurance.

WEEKLY DISABILITY INCOME INSURANCE

(Continued)

[For Class 1/Plan 1]

OTHER INCOME BENEFITS means Earnings, benefits, awards, or settlements from the following sources. These amounts will be offset, in determining your Weekly Benefit. Except for Retirement Benefits and Earnings, these amounts must result from the same Disability for which a Weekly Benefit is payable under the Policy.

Compulsory Benefits. Any disability income benefits you are eligible to receive under:

- (1) state temporary disability income benefit laws;
- (2) state no fault auto insurance laws;
- (3) any other compulsory benefit act or law (except Workers' Compensation and laws of like intent); or
- (4) any other compulsory benefit act or law (including any Workers' Compensation or occupational disease law; the Jones Act; the Longshoreman's and Harbor Worker's Act; the Maritime Doctrine of Maintenance, Wages or Cure; or any plan provided in place of such a plan).

Other Insurance Plans. Any disability income benefits for which you are eligible under[:

- (1) any other group insurance plan (except credit or mortgage insurance);
- (2) any no fault auto plan; or
- (3) any individual policy, association group plan or franchise plan; or any auto liability insurance policy].

Employee Benefit Plans. Any disability income benefits for which you are eligible under the Employer's [Sick Leave or Salary Continuance Plan/Paid Time-Off Plan]. This does **not** include [vacation pay, severance pay, or] pay for work actually performed during a Disability.

Employer's Retirement Plan. Any Disability Benefits or Retirement Benefits you receive under the Employer's Retirement Plan.

Social Security and other Government Retirement Plans. The following Social Security or other Government Retirement Plan benefits will be offset:

- (1) **disability benefits** for which you and any spouse or child is eligible, because of your Disability;
- (2) **unreduced retirement** benefits for which you and any spouse or child is eligible, because of your eligibility for unreduced retirement benefits; or
- (3) **reduced retirement benefits** actually received by you and any spouse or child, because of your receipt of reduced retirement benefits.

As used above, "**Government Retirement Plans**" include disability and retirement benefits under:

- (1) the federal Social Security Act, Jones Act or Railroad Retirement Act;
- (2) the Canada Pension Plan or Quebec Pension Plan;
- (3) any similar plan or act of any country, state, province or other political unit; or
- (4) any plan provided in place of one of the above plans[; except for the State Teachers Retirement Fund, or the State Public Employees Retirement Fund].

"Earnings", as used in this provision, means pay you earn or receive from any occupation or form of employment, as reported for federal income tax purposes. Earnings include (but are not limited to) a:

- (1) salaried or hourly Employee's gross earnings (shown on Form W-2); including:
 - (a) wages, tips, commissions, bonuses and overtime pay; and
 - (b) any pre-tax contributions to a Section 125 Plan, flexible spending account, or qualified deferred compensation plan;
- (2) proprietor's net profit (figured from Form 1040, Schedule C);
- (3) professional corporation shareholder's net profit (figured from Form 1040, Schedule C);
- (4) partner's net earnings from self-employment (shown on Schedule K-1) and any W-2 earnings; and
- (5) Subchapter S Corporation shareholder's net earnings from trade or business activities (shown on Schedule K-1).

WEEKLY DISABILITY INCOME INSURANCE

(Continued)

[For Class 1/Plan 1]

Recovery from Third Party. Any amount you recover from a third party as a result of the Disability (whether by judgment, settlement or otherwise). The offset:

- (1) will be reduced by attorney fees and other reasonable costs of recovery; and
- (2) will not exceed 100% of the net settlement.

Exceptions. The following will **not** be considered Other Income Benefits, and will not be offset in determining the Weekly Benefit:

- (1) a cost-of-living increase in any Other Income Benefit (except Earnings); if it takes effect after the first offset for that benefit during a period of Disability;
- (2) reimbursement for hospital, medical or surgical expense;
- (3) reimbursement for attorney fees or other reasonable costs of claiming Other Income Benefits;
- (4) group credit or mortgage disability insurance;
- (5) early retirement benefits that are not elected or received under the federal Social Security Act or other Government Retirement Plan;
- (6) any amounts under the Employer's Retirement Plan that:
 - (a) represent your contributions; or
 - (b) are received upon termination of employment without being disabled or retired[; or]
- (7) benefits from a 401(k), profit-sharing or thrift plan; an individual retirement account (IRA); a tax sheltered annuity (TSA); a stock ownership plan; or a non-qualified plan of deferred compensation[; or]
- [(8) vacation pay, holiday pay, severance pay, salary continuance pay, or paid time-off pay;]
- [(9) disability income benefits under any individual policy, association group plan, franchise plan, or auto liability insurance policy (except no fault auto insurance); or]
- [(10) benefits under the State Teachers Retirement Fund, or the State Public Employees Retirement Fund].

RULES CONCERNING OTHER INCOME BENEFITS. If you may be entitled to Other Income Benefits that affect Policy benefits, you are required to actively claim them. For example, if Social Security or other Government Retirement Plan benefits may be payable, you:

- (1) must promptly apply for such benefits; and, if denied
- (2) must file an appeal or request an administrative hearing, upon Company request.

If you fail to promptly pursue such benefits, the Company has the option to deny or suspend Weekly Benefits or to reduce them by an estimated amount.

If Workers' Compensation or similar benefits may be payable for the same Disability, you and your Employer are required to cooperate in filing for those benefits. The Company will require proof of the denial or duration of those benefits to confirm its liability under the Policy.

Refunding Overpayments. Upon receiving Other Income Benefits, you must refund any resulting overpayment of Weekly Benefits under the Policy. If you do not promptly refund an overpayment to the Company within 60 days, in a lump sum, then:

- (1) the Company will reduce or eliminate future payments; and
- (2) the Minimum Weekly Benefit will not apply, until the amount is repaid.

Cost of Living Freeze. After the first deduction for each of the Other Income Benefits (except Earnings), its amount will be frozen. The Weekly Benefit will not be further reduced due to any cost-of-living increases payable under these Other Income Benefits.

WEEKLY DISABILITY INCOME INSURANCE

(Continued)

[For Class 1/Plan 1]

RECURRENT DISABILITY. "Recurrent Disability" means a Disability caused by an Injury or Sickness which is the same as, or related to, the cause of a prior Disability for which Weekly Benefits were payable.

(1) A Recurrent Disability will be treated as a new period of Disability, if you:

- (a) have returned to your Own Occupation; and
 - (b) have worked on a full-time basis, for two consecutive weeks or more.
- A new Day Benefits Begin and new Maximum Benefit Period will apply.

(2) A Recurrent Disability will be treated as part of the prior Disability, if you:

- (a) have returned to your Own Occupation; and
- (b) have worked on a full-time basis, for less than two consecutive weeks.

The same Day Benefits Begin and same Maximum Benefit Period will apply to the Recurrent Disability as to the prior Disability.

[To qualify for a Weekly Benefit for a Recurrent Disability, you must earn less than the percentage of Predisability Income specified in the Partial Disability Benefit section.] Benefit payments will be subject to all other terms of the Policy that applied to the prior Disability.

This Recurrent Disability provision will cease to apply when you become eligible for coverage under any other group short-term disability policy.

EXCLUSIONS. Weekly Benefits will not be payable for any period of Disability:

(1) which is the result of an intentionally self-inflicted Injury or suicide attempt;

(2) during which you are not under the Regular Care of a Physician;

(3) which is the result of war (declared or undeclared) or any act of war[; or]

[4] which is the result of a Sickness or Injury for which you receive benefits under Workers' Compensation or similar coverage; or]

[5] which arises out of (or in the course of) any employment for wage or profit, when the Disability would be covered by Workers' Compensation or similar coverage if:

(a) the Employer had enrolled you for such coverage; and

(b) you and your Employer had cooperated in filing a claim under that plan; or]

[6] during which you are eligible to receive disability benefits under:

(a) any state temporary disability income benefit law;

(b) any state no fault auto insurance law; or

(c) any other compulsory benefit act or law; or]

[7] during which you receive payment under the Employer's Sick Leave or Salary Continuance Plan; or]

[8] during which you receive Disability Benefits or Retirement Benefits under the Employer's Retirement Plan].

PRE-EXISTING CONDITION LIMITATION. The Policy will not cover any period of Disability:

(1) which is caused or contributed to by, or results from a Pre-Existing Condition; and

(2) which begins in the first 12 months after your Effective Date[, unless you received no Treatment of the condition for 6 months in a row after your Effective Date].

"Pre-Existing Condition" means a Sickness or Injury for which you received Treatment within 12 months prior to your Effective Date.

"Treatment" means consultation, care and services by a Physician. It includes diagnostic measures and the prescription, refill and taking of prescribed drugs or medicines.

[The above Pre-Existing Condition Limitation will also apply to any increase in coverage under the Policy.]

WEEKLY DISABILITY INCOME INSURANCE

(Continued)

[For Class 2/Plan 2]

RULES CONCERNING EARNINGS AND OTHER BENEFITS. [Your Earnings during Partial Disability Employment may affect the amount of the Weekly Benefit. Also,] [T]he Disability may entitle you to other benefits, awards or settlements that affect eligibility for Policy benefits. If so, the following rules will apply.

"Earnings", as used in this provision, means pay you earn or receive from any occupation or form of employment, as reported for federal income tax purposes. Earnings include (but are not limited to) a:

- (1) salaried or hourly Employee's gross earnings (shown on Form W-2); including:
 - (a) wages, tips, commissions, bonuses and overtime pay; and
 - (b) any pre-tax contributions to a Section 125 Plan, flexible spending account, or qualified deferred compensation plan;]
- (2) proprietor's net profit (figured from Form 1040, Schedule C);]
- (3) professional corporation shareholder's net profit (figured from Form 1040, Schedule C);]
- (4) partner's net earnings from self-employment (shown on Schedule K-1) and any W-2 earnings; and]
- (5) Subchapter S Corporation shareholder's net earnings from trade or business activities (shown on Schedule K-1).]

Claiming Other Benefits. You must actively pursue a claim for the other benefits. For example, if Workers' Compensation benefits may be payable for the same period of Disability:

- (1) you and your Employer must cooperate in filing a claim for those benefits; and
- (2) the Company will require proof of the denial or duration of those benefits, to determine its liability under the Policy.

Refunding Overpayments. Upon receiving other benefits for the same period of Disability, you must refund any resulting overpayment of Weekly Benefits under the Policy. If you do not promptly refund an overpayment to the Company within 60 days, in a lump sum, then:

- (1) the Company will reduce or eliminate future payments; and
- (2) the Minimum Weekly Benefit will not apply, until the amount is repaid.

RECURRENT DISABILITY. "**Recurrent Disability**" means a Disability caused by an Injury or Sickness which is the same as, or related to, the cause of a prior Disability for which Weekly Benefits were payable.

- (1) A Recurrent Disability will be treated as a new period of Disability, if you:
 - (a) have returned to your Own Occupation; and
 - (b) have worked on a full-time basis, for two consecutive weeks or more.

A new Day Benefits Begin and new Maximum Benefit Period will apply.

- (2) A Recurrent Disability will be treated as part of the prior Disability, if you:
 - (a) have returned to your Own Occupation; and
 - (b) have worked on a full-time basis, for less than two consecutive weeks.

The same Day Benefits Begin and same Maximum Benefit Period will apply to the Recurrent Disability as to the prior Disability.

To qualify for a Weekly Benefit for a Recurrent Disability, you must earn less than the percentage of Predisability Income specified in the Partial Disability Benefit section. Benefit payments will be subject to all other terms of the Policy that applied to the prior Disability. This Recurrent Disability provision will cease to apply when you become eligible for coverage under any other group short-term disability policy.

WEEKLY DISABILITY INCOME INSURANCE

(Continued)

[For Class 2/Plan 2]

EXCLUSIONS. Weekly Benefits will not be payable for any period of Disability:

- (1) which is the result of an intentionally self-inflicted Injury or suicide attempt;
- (2) during which you are not under the Regular Care of a Physician;
- (3) which is the result of war (declared or undeclared) or any act of war[; or]
- [(4) which is the result of a Sickness or Injury for which you receive benefits under Workers' Compensation or similar coverage; or]
- [(5) which arises out of (or in the course of) any employment for wage or profit, when the Disability would be covered by Workers' Compensation or similar coverage if:
 - (a) the Employer had enrolled you for such coverage; and
 - (b) you and your Employer had cooperated in filing a claim under that plan; or]
- [(6) during which you are eligible to receive disability benefits under:
 - (a) any state temporary disability income benefit law;
 - (b) any state no fault auto insurance law; or
 - (c) any other compulsory benefit act or law; or]
- [(7) during which you receive payment under the Employer's Sick Leave or Salary Continuance Plan; or]
- [(8) during which you receive Disability Benefits or Retirement Benefits under the Employer's Retirement Plan].

PRE-EXISTING CONDITION LIMITATION. The Policy will not cover any period of Disability:

- (1) which is caused or contributed to by, or results from a Pre-Existing Condition; and
- (2) which begins in the first 12 months after your Effective Date[, unless you received no Treatment of the condition for 6 months in a row after your Effective Date.]

"**Pre-Existing Condition**" means a Sickness or Injury for which you received Treatment within 12 months prior to your Effective Date.

"**Treatment**" means consultation, care and services by a Physician. It includes diagnostic measures and the prescription, refill and taking of prescribed drugs or medicines.

[The above Pre-Existing Condition Limitation will also apply to any increase in coverage under the Policy.]

AMENDMENT NO. 1

TO BE ATTACHED TO AND MADE A PART OF POLICY NO.: 00000000

ISSUED TO: ABC Company

[FOR: Plan 1/Class 1/Participating Employer XYZ]

PRE-EXISTING CONDITION LIMITATION FOR INCREASED MAXIMUM

A. It is agreed that the [Benefit Percentage,] Maximum Weekly Benefit and Minimum Weekly Benefit shown on the Schedule of Insurance are amended as follows for Class/Plan 1:

[BENEFIT PERCENTAGE: 66 2/3%
MAXIMUM WEEKLY BENEFIT: \$2,000
MINIMUM WEEKLY BENEFIT: 10%

B. The amount of insurance in excess of \$1,000 that becomes effective on April 1, 2010 is subject to the following provision.

PRE-EXISTING CONDITION LIMITATION

The Policy will not cover the Weekly Benefit amount in excess of \$1,000 for any Disability:

- (1) which is caused to by, or results from a Pre-Existing Condition; and
- (2) which begins in the first 12 months after your Effective Date of the increase in coverage under the Policy[, unless you received no Treatment of the condition for 6 months in a row after your Effective Date of the increase in coverage].

"Pre-Existing Condition" means a Sickness or Injury for which you received Treatment within 12 months prior to your Effective Date of the increase in coverage under the Policy.

["Treatment" means consultation, care and services by a Physician. It includes diagnostic measures and the prescription, refill and taking of prescribed drugs or medicines.]

C. The increased amount of insurance will not take effect on a date when you are away from Active Work due to a Sickness or Injury. In this event, the increased amount will become effective on the date you return to Active Work.

The effective date of this amendment is April 1, 2010; but only with respect to Disabilities commencing on or after such date. Nothing contained in this Amendment shall change any of the terms and conditions of the Policy, except as stated above.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY



Officer of the Company

Accepted by the Group Policyholder this _____ day of _____ 20 _____

By _____ Title _____

SERFF Tracking Number: JEPT-126573220 State: Arkansas
 Filing Company: The Lincoln National Life Insurance Company State Tracking Number: 45686
 Company Tracking Number: 2010 STD INCREMENTAL DISABILITY/SPECIALTY WORKSITE
 TOI: H11G Group Health - Disability Income Sub-TOI: H11G.002 Short Term
 Product Name: Group Short Term Disability
 Project Name/Number: Incremental Disability/Specialty Worksite/GL1101-3-STD 10, et al.

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification	Approved-Closed	05/17/2010
Comments:		
Attachment: FL04062010 STD Readability.pdf		

	Item Status:	Status Date:
Bypassed - Item: Application	Approved-Closed	05/17/2010
Bypass Reason: N/A		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability	Approved-Closed	05/17/2010
Comments:		
Attachment: FL04062010 STD Appendix of Variability.pdf		

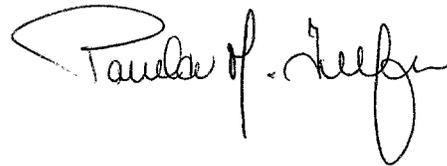
	Item Status:	Status Date:
Satisfied - Item: Certification of Compliance	Approved-Closed	05/17/2010
Comments:		
Attachment: FL04222010 STD INC DI Certificate of Compliance.pdf		

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

READABILITY CERTIFICATION

This is to certify that the forms shown below have achieved the indicated Flesch Reading Ease Score.

<u>FORM NO.</u>	<u>FLESCH SCORE</u>
GL1101-3-STD 10	50.5
GL1101-15-STD 10	65.3
GL1101-16-INT 10	51.3
GL1101-16-NON 10	50.5
GL1101-AMEND.MAX.10	53.9
GL1102-1-STD 10	50.9
GL1102-7-STD 10	64.6
GL1102-9-INT 10	52.6
GL1102-9-NON 10	50.3
GL1102-AMEND.MAX.10	54.2



(An Officer of the Company)
Pamela M. Telfer
Assistant Vice President
Compliance & State Filing

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

APPENDIX OF VARIABILITY

For Forms:

GL1101-3-STD 10
GL1101-15-STD 10
GL1101-16-INT 10
GL1101-16-NON 10
GL1101-AMEND.MAX.10

GL1102-1-STD 10
GL1102-7-STD 10
GL1102-9-INT 10
GL1102-9-NON 10
GL1102-AMEND.MAX.10

The above forms are for use with Group Policy Series GL1101 and Group Certificate Series GL1102.

Statement of Variable Material. Variable material is denoted in the forms by underlining or bracketing. The text for the certificate is expressed in second person (you/your) language. The variability indicated in this Memorandum applies to both the policy version and certificate version of forms, unless otherwise indicated. Any alternate variations included in this memorandum that are in third person for the policy would be expressed in second person in the certificate. The following variability is requested.

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I. **DEFINITIONS.** Forms GL1101-3-STD 10 and GL1102-1-STD 10 include the following variability.

A. The **ACTIVE WORK OR ACTIVELY AT WORK** definition is variable to accommodate the following situations:

1. It may be adapted to atypical work sites and schedules (such as telecommuters, academic years or union hour banks). The variable numbers underlined below are hypothetical numbers.
 - a. If the group includes atypical work sites, the Actively at Work definition may include the following item: an alternate work site at the direction of/ approved by the [Group Policyholder/Participating Employer].
 - b. If the group includes teachers, an item may be added to the days considered Actively at Work to state: a school/academic break or school/academic vacation. An Active Member definition may be included to mean a member of the Group Policyholder/Participating Organization who is employed as a teacher with a workload of at least 30% full-time during the teacher contract year.
 - c. If members are included (union, professional trade), Active Member may be included (in addition to or in lieu of the Active Work definition) to mean a member in good standing with the Group Policyholder or Participating Employer/ a member who has accumulated at least 240 contribution hours in a contribution quarter or Hour Bank/ a member who has worked 240 hours in a work quarter, work period, eligibility quarter, or eligibility period or 240 hours in a Hour Bank; who is not confined in a hospital or other health care facility on his or her eligibility date/effective date of coverage.
 - d. If members are included, Active Work may be revised to read:

ACTIVE WORK or **ACTIVELY AT WORK** means a member of the Group Policyholder who is engaged in employment [on a part-time/or full-time basis for the Minimum Hours shown in the Schedule of Insurance and performing all customary duties of his or her occupation].

Unless disabled on the prior workday or on the day of absence, a member will be considered Actively at Work on the following days:

- (1) a Saturday, Sunday or holiday which is not a scheduled workday;
- (2) a paid vacation day, or other scheduled or unscheduled non-workday; or
- (3) a non-medical leave of absence of 12 weeks or less, whether taken with the Group Policyholder's prior approval or on an emergency basis.

[This includes a Military Leave or an approved Family or Medical Leave that is not due to the Employee's own health condition.]

2. The bracketed references to Group Policyholder/Participating Organization may reflect either or both as applicable.
 4. The exception for non-medical leaves of absence in item (3) of the second paragraph may range from 2 weeks to 60 months, or may be omitted.
 5. The provision may be omitted if retiree coverage is provided.
- B. The **ANNUAL ENROLLMENT PERIOD** may be included if requested by the Group Policyholder and agreed upon by an underwriter. The underlined Month and Day will provide the range of dates for the duration. The bracketed text will be included based on whether the annual enrollment period applies to initial coverage or increases or both; or may be re-worded to determine the circumstances permitted by the enrollment.
- C. **BASIC WEEKLY EARNINGS** we request to be filed as variable. Based on information provided by the Group Policyholder, the definition can differ for classes (hourly, salaried, partners, etc.) who are compensated differently. The determination period may be a calendar year, policy year, or any other basis as requested by the Group Policyholder.
- D. Underlined Group Insurance Service Office address is variable in the definition of **COMPANY** in the event it needs to be updated.
- E. We request that the bracketed **DISABILITY BENEFIT** paragraph be filed as an omit-only variable, to be used only for groups that offer a retirement benefit.
- F. In the definition of **EMPLOYEE** or **FULL-TIME EMPLOYEE**, the following variability applies.
1. Clarification may be added to specify if a Partner or Owner or specific type of professional is also to be included.
 2. Reference to Participating Employer may be included, if applicable, or we may name a specific employer, subsidiary, affiliate or affiliates to which the definition applies.
 3. The minimum hours may be reflected in the definition in lieu of the Schedule of Benefits and may range from 10 – 40 hours per week (or hours over some longer period, such as a union hour bank or teaching schedule may require). The "per week" may be changed to reflect some other basis as required for an hours bank, academic schedule, or an atypical work schedule (i.e. health professionals). The hours may

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be reflected as per week, biweekly, month, semi-monthly, quarter, year, pay period, service period, qualifying quarter or period, semester or some other specified period as provided by the group policyholder.

4. The definition may be revised to include Regular Part-Time Employees, Associates, or Members, as applicable.
 5. The temporary or seasonal employee item may also include contracted employees. The item may be omitted if the group does not employ such employees or may be omitted if such employees are to be covered for the group.
 6. The last item may be omitted if an employer has employees also working in a business location outside the United States.
 7. The definition may be omitted if eligibility is based on membership (such as a union group) or retirees are covered.
 8. If only Full-Time Employees are included, the definition of Employee may be omitted to avoid redundancy.
- G. **EMPLOYER** definition is variable, so that case-specific information can be substituted.
- H. The **EVIDENCE OF INSURABILITY** definition may be omitted when not applicable. If included, the bracketed sentence within the definition may be omitted or a phrase may be added to indicate to whom this may apply. (For example, "For late entrants," "If a Person enrolls after the enrollment period has ended," For Employees electing [Optional] coverage," "For Insured Persons electing an increase in coverage," or a combination of the latter two with "For late entrants.")
- I. **FAMILY OR MEDICAL LEAVE** may be omitted if the group is not subject to FMLA law or similar state law or if such a leave is not applicable to a particular class of insureds. We request the ability to re-word this definition to reflect any change to federal requirements. The reference to Participating Organization may be included or omitted, as applicable, or we may name a specific employer, subsidiary, affiliate or affiliates to which the definition applies.
- J. The **FULL-TIME** definition is an omit-only variable. The underlined material is filed as variable to accommodate case-specific information.
- K. The underlined days in definition of **INJURY** is variable to accommodate case-specific information.
- L. The underlined material in the definition of **INSURANCE MONTH** or **POLICY MONTH** is variable so it may be changed if the insurance month falls on a date other than the 1st of the month.
- M. In the **MAIN DUTIES** or **MATERIAL AND SUBSTANTIAL DUTIES** definition, the bracketed paragraph (concerning the Americans with Disabilities Act) may be omitted for a group that is not subject to that federal law.
- N. **MILITARY LEAVE** may be omitted if the group/class of insured is not subject to USERRA law or similar state law. We request the ability to re-word this definition to reflect any change to federal requirements.
- O. The **OPEN ENROLLMENT PERIOD** may be included if requested by the Group Policyholder and agreed upon by an underwriter. The underlined Month and Day will provide the range of dates for the duration. The bracketed text will be included based on whether the annual enrollment period applies to initial coverage or increases or both; or may be re-worded to determine the circumstances permitted by the enrollment.
- P. The **PAID-TIME OFF (PTO) PLAN** definition is an omit-only variable that may be omitted when not applicable.
- Q. In the **PARTIAL DISABILITY** or **PARTIALLY DISABLED** definition, the bracketed text is omit-only variable.
- R. In the **PARTIAL DISABILITY EMPLOYMENT** definition, the underlined earnings requirement may typically range from 10% to 30% of Pre-Disability Income. In addition, this definition can be an omit-only variable in the event the Policyholder does not elect Partial Disability Benefits.
- S. The **PERSON** definition is variable so it may reference the applicable eligible members as described by the Group Policyholder and reflected in the Class Descriptions. References to enrollment forms can be omitted for noncontributory or takeover plans where enrollment is automatic.
- T. The **RETIREMENT BENEFIT** definition is filed as an omit-only variable, to be used for Group Policyholders with retirement plans.
- U. The **RETIREMENT PLAN** definition is filed as an omit-only variable, to be used for Group Policyholders with retirement plans. The underlined term "401(k)" is variable so it may be changed to reflect a type of plan not to be included. The bracketed text in item (2) is to be included for a school/government group, if requested, and may reference the particular plan.

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- V. The **SICK LEAVE or SALARY CONTINUANCE PLAN** definition may be omitted if a policyholder does not have such a plan or if such a plan is not to be included as an offset or exclusion.
- W. In the definition of **TOTAL DISABILITY or TOTALLY DISABLED**, the bracketed "a pilot's license" may be included if applicable.
- X. The **WAITING PERIOD** definition is variable, so that case-specific information can be substituted. It can be omitted if not applicable.
- Z. The **WEEKLY BENEFIT** definition is variable to remove Partial Disability in the event the Policyholder does not elect Partial Disability Benefits.

II. WEEKLY DISABILITY INCOME INSURANCE. Forms GL1101-15-STD 10 and GL1102-7-STD 10 provide the Weekly Disability Income provisions for the Total and Partial Disability Benefits. We request the following variability.

Under **Total Disability Benefit--Duration**, the bracketed item (3) in the first paragraph can be removed if partial disability benefits are not covered under the policy. The bracketed material in (1)(c) of the third paragraph under this Duration section may be omitted at the request of the Policyholder and agreed upon by underwriting. The underlined "more than twice" can be changed to "more than three times." Bracketed item (3), requiring timely application for Other Income Benefits, may be omitted for non-integrated plans.

The bracketed **Total Disability Benefit--Amount** paragraphs detail various methods for calculating the amount of Weekly Total Disability Benefit. The paragraph used is dependent on the Group Policyholder's request. Respectively, the **Amount** paragraphs detail the following benefit calculations:

- integrated benefit;
- flat benefit, integrated;
- non-integrated benefit;
- flat benefit, non-integrated;
- backdoor integration with certain sources;
- flat benefit, backdoor integration with certain sources;
- all source integration;
- flat and all source integration.

Within the bracketed sections, the bracketed plan/class may be included to describe the appropriate plan/class to which the benefits apply, the underlined term "Other Income Benefits" may be replaced with a subcategory listed under the **Other Income Benefits** definition. The underlined integration percentage may range from 40% to 100%. The underlined "pay received under the Employer's Sick Leave or Salary Continuance Plan" may be replaced by any of the income sources listed in the **Other Income Benefits** definition.

The **Partial Disability Benefit** provision and its subsections entitled "Amount" may be omitted in their entirety if Partial Disability Benefits are not included; otherwise, the following variability is requested.

Under **Partial Disability Benefit**, the bracketed material may be omitted or included, dependent on whether or not an Insured Person must be Totally Disabled before becoming eligible for Partial Disability benefits under the plan. The underlined period during which an Insured Person must become Partially Disabled may range from 30 to 90 days. In item (3), the percentage of Basic Weekly Earnings may typically range from 10% to 30%.

Under **Partial Disability Benefit--Duration**, the underlined earnings cap may typically range from 60% to 99%.

In the second paragraph under **Partial Disability Benefit--Duration**, the bracketed material concerning the postponement of a required examination may be omitted at the request of the Policyholder and agreed upon by underwriting. The underlined "more than twice" can be changed to "more than three times." Bracketed item (3), requiring timely application for Other Income Benefits, may be omitted for non-integrated plans.

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The bracketed **Partial Disability Benefit--Amount** paragraphs detail various methods for calculating the amount of Weekly Partial Disability Benefit. The paragraph used is dependent on the Group Policyholder's request. Respectively, the **Amount** paragraphs detail the following benefit calculations:

- integrated benefit;
- flat benefit, integrated;
- non-integrated benefit;
- flat benefit, non-integrated.

Within the bracketed sections, the bracketed plan/class may be included to describe the appropriate plan/class to which the benefits apply, the underlined term "Other Income Benefits" may be replaced with a subcategory listed under the **Other Income Benefits** definition. The underlined integration percentage may typically range from 40% to 100%. The underlined "pay received under the Employer's Sick Leave or Salary Continuance Plan" may be replaced by any of the income sources listed in the **Other Income Benefits** definition.

III. WEEKLY DISABILITY INCOME INSURANCE (Continued). Forms GL1101-16-INT 10 and GL1102-9-INT 10 are for use with **integrated benefits**. We request the following variability.

We request that the bracketed plan/class may be included to describe the appropriate plan/class to which the benefits apply. We request that the bracketed items under the **Other Income Benefits** definition and the bracketed **Exclusions** be filed as omit-only variables. Depending on the features requested by the Group Policyholder, the plan may provide the following:

- **non-occupational** coverage (which excludes job-related disability);
- 24-hour **occupational** coverage (which offsets Workers' Compensation benefits);
- the exclusion of disabilities paid under an employer's salary continuance or retirement plan, or the offsetting of such benefits.

Under **Compulsory Benefits**, items (1) and (2), concerning state temporary disability or no-fault automobile insurance laws, may be omitted or included as needed. Item (3) will normally exempt Workers' Compensation-type plans, but may include them when an occupational (24-hour) plan is requested. Item (3) may also specify some other compulsory benefit plan needed for a custom case in a certain industry or political subdivision.

Under **Other Insurance Plans**, the underlined references to "any individual policy, association group plan or franchise plan, or any auto liability insurance policy" will be omitted as the standard. One or more of these sources may be included for a custom case, where overinsurance is a special concern.

The **Employee Benefit Plans** will be included if the Employer's Sick Leave or Salary Continuance Plan or Paid Time-Off (PTO) Plan is to be included as an offset. The bracketed "vacation pay, severance pay, or" may be omitted if a Paid Time-Off (PTO) Plan is to be an offset since the PTO Plan encompasses such pay as a part of the group's sick leave or salary continuance program and does not differentiate among the conditions of the salary continuance (i.e., sick time, vacation pay, personal time are all lumped together and used as the employee wishes).

The **Employer's Retirement Plan** may be omitted in its entirety if it is not to be included as an offset for a custom case. (It is included as a standard offset.)

Under **Social Security and Other Government Retirement Plans**, the underlined material may be replaced with the name of a specific plan, or it may be omitted if not applicable.

Under **Earnings**, the underlined references to Section 125 Plans and various tax forms may be changed to reflect the specific plan or tax form to be referenced at the request of the Policyholder; any one of the items listed may be omitted, if not applicable; or this section may be omitted in its entirety.

The bracketed **Recovery from a Third Party** section is to be filed as omit-only variable. The underlined percentage to be offset may typically range from 50% to 100%.

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Under **Exceptions**, the underlined "401K" may be changed to reflect the specific plan applicable to the group as requested by the Policyholder. Bracketed items 8, 9, and 10 may be omitted if not applicable. For item (8), the underlined items may be included or omitted as applicable to the group. For item (9), the underlined items will be included as the standard but one or more may be omitted for a custom case, where overinsurance due to that item is a special concern. For item (10), the underlined material may be replaced with the name of a specific plan.

The underlined period under **Refunding Overpayments** may range from 60 to 90 days.

Under **Recurrent Disability**, the underlined "on a full-time basis" may be replaced with a minimum number of hours (20-40). The underlined period may range from 2 to 12 consecutive weeks. The underlined reference to the percentage shown in the Partial Disability Benefit section may be replaced by an actual percentage, typically ranging from 60% to 99%.

Under **Exclusions**, items (4) and (5) will be omitted for 24-hour occupational plans. Items (6), (7), and (8) may be included, if such benefits are not included as offsets. In item (6), any of the items may be included or omitted as applicable to the group. Item (6)(c) can specify the compulsory benefit plans if needed for a custom case, industry or political subdivision. Items (5), (6), (7), and (8) may be omitted for a group that elects to integrate with such other benefits, rather than to exclude periods when such benefits are available; or they may be omitted for a custom case.

The bracketed **Pre-Existing Conditions Limitation** can be included or omitted in its entirety. Within the brackets, only the underlined items can be changed, and only as permitted by state law. The underlined exclusionary period under item (2) can range from 6 to 24 months, and the underlined treatment-free period can range from 3 to 12 months or be omitted. In the definition of "Pre-Existing Condition," the underlined look-back period can range from 3 to 24 months. The bracketed sentence for increases may be included if a pre-ex limitation is to apply to increases.

IV. **WEEKLY DISABILITY INCOME INSURANCE (continued)**, Forms GL1101-16-NON 10 and GL1102-9-NON 10 are for use with **non-integrated benefits**.

We request that the bracketed plan/class may be included to describe the appropriate plan/class to which the benefits apply. The bracketed text in **Rules Concerning Earnings and Other Benefits** may be omitted if no Partial Disability Benefits are provided under the policy, plan or class.

Under **Earnings**, the underlined references to Section 125 Plans and various tax forms may be changed to reflect the specific plan or tax form to be referenced at the request of the Policyholder; any one of the items listed may be omitted, if not applicable; or this section may be omitted in its entirety.

The underlined period under **Refunding Overpayments** may range from 60 to 90 days.

Under **Recurrent Disability**, the underlined "on a full-time basis" may be replaced with a minimum number of hours (20-40). The underlined period may range from 2 to 12 consecutive weeks. The underlined reference to the percentage shown in the Partial Disability Benefit section may be replaced by an actual percentage, typically ranging from 60% to 99%.

Under **Exclusions**, items (4) and (5) will be omitted for 24-hour occupational plans. Item (6) may be included or omitted. If included, any one or more of the items listed may be included or omitted as applicable. Item (6)(c) can specify the compulsory benefit plans if needed for a custom case, industry or political subdivision. Items (7), and (8) will be included as the standard.

The bracketed **Pre-Existing Conditions Limitation** can be included or omitted entirely. Within the brackets, only the underlined items can be changed, and only as permitted by state law. The underlined exclusionary period under item (2) can range from 6 to 24 months, and the underlined treatment-free period can range from 3 to 12 months or be omitted. In the definition of "Pre-Existing Condition," the underlined look-back period can range from 3 to 24 months. The bracketed sentence for increases may be included if a pre-ex limitation is to apply to increases.

V. **AMENDMENT FORM**. Amendment forms GL1101-AMEND.MAX.10 and GL1102-AMEND.MAX.10 may be attached to the short-term disability income insurance policy and certificate in the event that benefit amounts increase and the pre-existing condition limitation is to apply to these increased amounts. The following variability applies.

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- A. We request variable filing of the amendment number, group policy number, group policyholder name, plan/class number (if applicable), participating employer name (if to be included), amendment effective date and signature block.
- B. For the bracketed and underlined text found in Items A., B., and C.:
1. The bracketed references to a Benefit Percentage will be included, if included as part of the benefit structure.
 2. The percentages and dollar amounts will be based upon the amounts/percentages elected by the Group Policyholder.
 3. The effective date in B. is to be filed as variable so the date the change is applicable to the group may be reflected. The underlined amount may reflect an amount, percentage, or both.
 4. Under the **Pre-Existing Condition Limitation** in section B, the underlined exclusionary period in item (2) can range from 6 to 24 months, and the underlined treatment-free period can range from 3 to 12 months or be omitted. In the definition of "Pre-Existing Condition," the underlined look-back period can range from 3 to 24 months.
 5. The bracketed text in B. (2) and the definition of Treatment will be included if there is a treatment-free provision for the pre-existing condition limitation.
 6. For those not Actively at Work when the increased amount of insurance is to take effect, the effective date can be the date of return to Active Work, the first day of the month following the date the Insured Person returns to Active Work, or some other date specified.
- C. The bracketed Group Policyholder signature, title, and date at the bottom of the form can be included if a countersignature is required.

**Certificate of Compliance with
Arkansas Rule and Regulation 19**

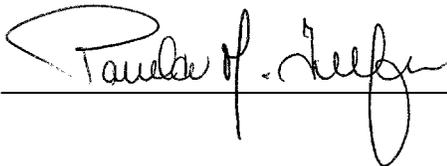
Insurer: The Lincoln National Life Insurance Company

Filing Reference: STD Incremental Disability/Specialty Worksite

Form Number(s):

GL1101-3-STD 10	GL1102-1-STD 10
GL1101-15-STD 10	GL1102-7-STD 10
GL1101-16-INT 10	GL1102-9-INT 10
GL1101-16-NON 10	GL1102-9-NON 10
GL1101-AMEND.MAX.10	GL1102-AMEND.MAX.10

I hereby certify that the filing and forms listed above meet all applicable Arkansas requirements including the requirements of Rule and Regulation 19.



Signature of Company Officer

Pamela M. Telfer

Name

Assistant Vice President, State Filing & Product Compliance

Title

May 13, 2010

Date