

SERFF Tracking Number: JEPT-126585625 State: Arkansas
Filing Company: The Lincoln National Life Insurance Company State Tracking Number: 45687
Company Tracking Number: GL3001-LTD-1 10
TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term
Product Name: Group Long Term Disability
Project Name/Number: 2010 LTD INCREMENTAL DISABILITY/SPECIALTY WORKSITE/GL3001-LTD-1 10

Filing at a Glance

Company: The Lincoln National Life Insurance Company

Product Name: Group Long Term Disability SERFF Tr Num: JEPT-126585625 State: Arkansas
TOI: H11G Group Health - Disability Income SERFF Status: Closed-Approved- State Tr Num: 45687
Closed

Sub-TOI: H11G.003 Long Term Co Tr Num: GL3001-LTD-1 10 State Status: Approved-Closed
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: 2010 LTD INCREMENTAL DISABILITY/SPECIALTY WORKSITE Status of Filing in Domicile: Authorized
Project Number: GL3001-LTD-1 10 Date Approved in Domicile: 04/26/2010
Requested Filing Mode: Review & Approval Domicile Status Comments:
Explanation for Combination/Other: Market Type: Group
Submission Type: New Submission Group Market Size: Small and Large
Overall Rate Impact: Group Market Type: Employer
Filing Status Changed: 05/17/2010 Explanation for Other Group Market Type:
State Status Changed: 05/17/2010
Created By: Benjamin Davis
Deemer Date: Corresponding Filing Tracking Number:
Submitted By: Benjamin Davis
Filing Description:
Group Long-Term Disability Income Forms
Forms GL3001-LTD-1 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 approved for general use with any of our previously approved Group Policy Series GL3001 and Group Certificate Series GL3002 forms. They will be marketed by licensed agents and brokers.

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The insert pages describe new features to our Group Long-Term Disability Income product, which is available at a group policyholder's request. Two of the amendment forms permit a specialty own occupation definition: one for physicians and one for attorneys. The third amendment form allows the pre-existing condition limitation to apply to increased amounts of coverage.

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: \$1,400.00
Retaliatory? No
Fee Explanation: \$50.00 per form x 28 forms.
Per Company: No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Lincoln National Life Insurance Company	\$1,400.00	05/17/2010	36588798

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Correspondence Summary

Dispositions

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

SERFF Tracking Number: JEPT-126585625 *State:* Arkansas
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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	Filing Certification	Approved-Closed	Yes
Form	Face Page	Approved-Closed	Yes
Form	Definitions	Approved-Closed	Yes
Form	Total Disability Monthly Benefit	Approved-Closed	Yes
Form	Partial Disability Monthly Benefit	Approved-Closed	Yes
Form	Partial Disability Monthly Benefit	Approved-Closed	Yes
Form	Other Income Benefits	Approved-Closed	Yes
Form	Rules Concerning Earnings and Other Benefits	Approved-Closed	Yes
Form	Exclusions	Approved-Closed	Yes
Form	Infectious Disease Benefit	Approved-Closed	Yes
Form	Recovery Benefit	Approved-Closed	Yes
Form	Rehabilitation Incentive Benefit	Approved-Closed	Yes
Form	Amendment Form	Approved-Closed	Yes
Form	Amendment Form	Approved-Closed	Yes
Form	Amendment Form	Approved-Closed	Yes
Form	Face Page	Approved-Closed	Yes
Form	Definitions	Approved-Closed	Yes
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Form	Rehabilitation Incentive Benefit	Approved-Closed	Yes
Form	Amendment Form	Approved-Closed	Yes
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Form Schedule

Lead Form Number: GL3001-LTD-1 10

Schedule Item	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 05/17/2010	GL3001-LTD-1 10	Policy/Cont Face Page ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		55.500	1 10.pdf
Approved-Closed 05/17/2010	GL3001-LTD-3 10	Policy/Cont Definitions ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		52.200	3 10.pdf
Approved-Closed 05/17/2010	GL3001-LTD-12 10	Policy/Cont Total Disability ract/Fratern Monthly Benefit al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		56.100	12 10.pdf
Approved-Closed 05/17/2010	GL3001-LTD-13.8 10	Policy/Cont Partial Disability ract/Fratern Monthly Benefit al Certificate:	Initial		51.400	13_8 10.pdf

<i>SERFF Tracking Number:</i>	<i>JEPT-126585625</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>45687</i>
<i>Company Tracking Number:</i>	<i>GL3001-LTD-1 10</i>		
<i>TOI:</i>	<i>H11G Group Health - Disability Income</i>	<i>Sub-TOI:</i>	<i>H11G.003 Long Term</i>
<i>Product Name:</i>	<i>Group Long Term Disability</i>		
<i>Project Name/Number:</i>	<i>2010 LTD INCREMENTAL DISABILITY/SPECIALTY WORKSITE/GL3001-LTD-1 10</i>		
	Amendmen t, Insert Page, Endorseme nt or Rider		
Approved- Closed 05/17/2010	GL3001- LTD-13.9 10 Policy/Cont Partial Disability ract/Fratern Monthly Benefit al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	50.900 13_9 10.pdf
Approved- Closed 05/17/2010	GL3001- LTD-14-INT 10 Policy/Cont Other Income ract/Fratern Benefits al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	51.500 14-INT 10.pdf
Approved- Closed 05/17/2010	GL3001- LTD-14- NON 10 Policy/Cont Rules Concerning ract/Fratern Earnings and Other al Benefits Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	50.600 14-NON 10.pdf
Approved- Closed 05/17/2010	GL3001- LTD-16 10 Policy/Cont Exclusions ract/Fratern al Certificate: Amendmen t, Insert	Initial	50.200 16 10.pdf

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Approval Status	Policy/Cont	Initial	Amount	Document Name
Approved- Closed 05/17/2010	GL3001- LTD-32.1 10	Policy/Cont Infectious Disease ract/Fratern Benefit al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	54.800	32_1 10 _INFECTIOU S DISEASE BENEFIT_.pdf
Approved- Closed 05/17/2010	GL3001- LTD-35-RB 10	Policy/Cont Recovery Benefit ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	62.300	35-RB 10 _Recovery Benefit_.pdf
Approved- Closed 05/17/2010	GL3001- LTD-43- RIB	Policy/Cont Rehabilitation ract/Fratern Incentive Benefit al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	60.800	43-RIB _REHABILIT ATION INCENTIVE BENEFIT_.pdf
Approved- Closed 05/17/2010	GL3001- AMEND.AT TY 10	Policy/Cont Amendment Form ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme	66.500	AMDATTY10. pdf

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Approved- Closed 05/17/2010	GL3001- AMEND.PH YS 10	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	62.500	AMDPHYS10. pdf
Approved- Closed 05/17/2010	GL3001- AMEND.M AX 10	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	54.000	AMDMAX10.p df
Approved- Closed 05/17/2010	GL3002- LTD-CERT 10	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Initial	58.700	CERT 10.pdf
Approved- Closed 05/17/2010	GL3002- CERT-2 10	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Initial	52.200	2 10.pdf
Approved- Closed 05/17/2010	GL3002- CERT-9 10	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Initial	56.100	9 10.pdf
Approved- Closed 05/17/2010	GL3002- CERT-9 10	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Initial	51.400	10_8 10.pdf

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Product Name:	Group Long Term Disability		
Project Name/Number:	2010 LTD INCREMENTAL DISABILITY/SPECIALTY WORKSITE/GL3001-LTD-1 10		
Closed	CERT-10.8	Amendmen	Monthly Benefit
05/17/2010	10	t, Insert	
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Approved-	GL3002-	Certificate	Partial Disability
Closed	CERT-10.9	Amendmen	Monthly Benefit
05/17/2010	10	t, Insert	
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		Endorseme	
		nt or Rider	
Approved-	GL3002-	Certificate	Other Income
Closed	CERT-11-	Amendmen	Benefits
05/17/2010	INT 10	t, Insert	
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		Endorseme	
		nt or Rider	
Approved-	GL3002-	Certificate	Rules Concerning
Closed	CERT-11-	Amendmen	Earnings and Other
05/17/2010	NON 10	t, Insert	Benefits
		Page,	
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		nt or Rider	
Approved-	GL3002-	Certificate	Exclusions
Closed	CERT-13	Amendmen	
05/17/2010	10	t, Insert	
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Approved-	GL3002-	Certificate	Infectious Disease
Closed	CERT-29.1	Amendmen	Benefit
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Approved-	GL3002-	Certificate	Recovery Benefit
Closed	CERT-32-	Amendmen	
05/17/2010	RB 10	t, Insert	

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Approval Status	GL Number	Document Type	Initials	Page Count	File Name
Approved-Closed	GL3002-CERT-41-05/17/2010 RIB	Certificate Rehabilitation Amendmen t, Insert Page, Endorseme nt or Rider	Initial	60.800	41-RIB_REHABILITATION INCENTIVE BENEFIT_.pdf
Approved-Closed	GL3002-AMEND.AT 05/17/2010 TY 10	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Initial	66.500	AMDATTY10.pdf
Approved-Closed	GL3002-AMEND.PH 05/17/2010 YS 10	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Initial	62.500	AMDPHYS10.pdf
Approved-Closed	GL3002-AMEND.M 05/17/2010 AX 10	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Initial	54.000	AMDMAX10.pdf

The Lincoln National Life Insurance Company

A Stock Company Home Office Location: Fort Wayne, Indiana
Group Insurance Service Office: 8801 Indian Hills Drive, Omaha, NE 68114-4066 (402) 361-7300

In Consideration of the Application for this Policy made by

ABC Company

(herein called the Policyholder)

and the payment of all premiums when due, The Lincoln National Life Insurance Company agrees to make the payments provided in this Policy to the person or persons entitled to them.

Policy No. 000000000000 Policy Effective Date: April 1, 2010

Monthly Premium: 60% of Total Covered Payroll per Month/\$0/58 per \$ of benefit.

Policy Anniversaries will be annual beginning on: April 1, 2011

The first premium is due on this Policy's Effective Date, and subsequent premiums are due on May 1, 2010, and on the same day of each month thereafter.

This Policy is delivered in the state of Indiana and subject to the laws of that jurisdiction.

The Lincoln National Life Insurance Company has executed this Policy at its Group Insurance Service Office in Omaha, Nebraska this 1st day of April 2010.


Secretary


President

GROUP LONG-TERM DISABILITY INSURANCE POLICY

[The Certificate(s), and any amendments which may be attached to it,
contains the main provisions of this Policy.]

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 full-time performance of all Main Duties of his or her Own Occupation, for the regularly scheduled number of hours, at:

1. the Employer's usual 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 Exclusions. 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.)

ANNUAL SALARY means the Insured Employee's **BASIC MONTHLY EARNINGS** or **PREDISABILITY INCOME** multiplied by 12.

BASIC MONTHLY EARNINGS or **PREDISABILITY INCOME** means the Insured Employee's average monthly 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:

1. paid commissions [, not including renewal 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;
2. bonuses averaged over the 36 months just prior to the Determination Date; or over the actual period of employment with the Employer just prior to that date, if shorter;
3. overtime pay;
4. deductions for pre-tax contributions to a qualified Section 125 Plan or flexible spending account; and
5. deductions for pre-tax contributions to a qualified Section 401(k) Plan or deferred compensation plan.

It does **not** include [commissions, 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 Monthly Earnings permitted by this Policy; whichever is less. (Maximum Covered Monthly Earnings equals the Maximum Monthly Benefit divided by the Benefit Percentage shown in the Schedule of Benefits.) [Exception: For purposes of determining the Partial Disability Monthly Benefit, Basic Monthly Earnings will not exceed the amount shown in the Employer's financial records.]

DEFINITIONS
(Continued)

COMPANY means The Lincoln National Life 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 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.

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.

ELIMINATION PERIOD means the number of days of Disability during which no benefit is payable. The Elimination Period is shown in the Schedule of Benefits. It applies as follows.

1. The Elimination Period [for Class 1]:
 - a. begins on the first day of [Total] Disability [or first day of Physician's care, if later]; and
 - b. is satisfied when the required number of days is accumulated within a period which does not exceed two times the Elimination Period.
During a period of Disability, the Insured Employee may return to full-time work, at his or her own or any other occupation, for an accumulated number of days not to exceed the Elimination Period.
2. The Elimination Period [for Class 2]:
 - a. begins on the first day of [Total] Disability [or first day of Physician's care, if later]; and
 - b. is satisfied when the required number of consecutive days is accumulated.
During a period of Disability, the Insured Employee may return to full-time work, at his or her own or any other occupation, for the number of days shown in the Schedule of Benefits without breaking the Elimination Period.
3. [For each class,] only days of Disability caused by the same or a related Sickness or Injury will count towards the Elimination Period. Days on which the Insured Employee returns to full-time work will not count towards the Elimination Period.

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 Per Week shown in the Schedule of Benefits;
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 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.]

DEFINITIONS (Continued)

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 Monthly Benefit, means the average number of hours the Insured Employee was regularly scheduled to work, at his or her Own Occupation, during the month just prior to:

1. the date the Elimination Period begins; or
2. the date an approved leave of absence begins, if the Elimination Period begins while the Insured Employee is continuing coverage during a leave of absence.

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

GAINFUL OCCUPATION means any occupation in which the Insured Employee:

1. is or could reasonably become qualified, considering his or her education, training, experience, mental and physical abilities;
2. could reasonably find employment, considering the demand in the national labor force; and
3. could earn (or reasonably expect to earn) a before-tax income at least equal to 60% of his or her Predisability Income, within 12 months of returning to work.

INJURY means an accidental bodily Injury that:

1. requires treatment by a Physician; and
2. directly, and independently of all other causes, results in a Disability that begins while the Insured Employee is insured under this Policy.

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

1. beginning at 12:01 a.m. Standard Time, at the 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 EMPLOYEE means an Employee 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 Employee'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 Employee has requested such a job accommodation.

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

DEFINITIONS (Continued)

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 Employee'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.

MONTHLY BENEFIT means the amount payable monthly by the Company to the Insured Employee who is Totally Disabled or Partially Disabled.

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 Exclusions. 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 Employee 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.

OWN OCCUPATION PERIOD means a period as shown in the Schedule of Benefits.

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 Employee's Predisability Income for a specified period after he or she becomes Disabled.

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

DEFINITIONS
(Continued)

PARTIAL DISABILITY or **PARTIALLY DISABLED** will be defined as follows.

1. During the Elimination Period and Own Occupation Period, it means that due to an Injury or Sickness the Insured Employee:
 - a. 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
 - b. is engaged in Partial Disability Employment.
2. After the Own Occupation Period, it means that due to an Injury or Sickness the Insured Employee:
 - a. is unable to perform one or more of the Main Duties of any [Gainful Occupation] [occupation which his or her training, education or experience will reasonably allow]; or is unable to perform such duties full-time; and
 - b. is engaged in Partial Disability Employment.

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

1. the Insured Employee's hours or production is reduced;
2. one or more Main Duties of the job are reassigned; or
3. the Insured Employee 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.

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 Employee's disabling condition.

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

1. the Insured Employee'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 Policyholder.

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

PREDISABILITY INCOME—See Basic Monthly Earnings definition.

REGULAR CARE OF A PHYSICIAN or **REGULAR ATTENDANCE OF A PHYSICIAN** means the Insured Employee:

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.

DEFINITIONS (Continued)

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 Employee (Payments representing Employee contributions are deemed to be received over the Insured Employee'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 Employee 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].

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 Employee's Predisability Income for a specified period after he or she becomes Disabled.

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

SICKNESS means illness, pregnancy or disease.

TOTAL COVERED PAYROLL means the total amount of Basic Monthly Earnings for all Employees insured under this Policy.

TOTAL DISABILITY or **TOTALLY DISABLED** will be defined as follows.

1. During the Elimination Period and Own Occupation Period, it means that due to an Injury or Sickness the Insured Employee is unable to perform each of the Main Duties of his or her Own Occupation.
2. After the Own Occupation Period, it means that due to an Injury or Sickness the Insured Employee is unable to perform each of the Main Duties of any [Gainful Occupation] [occupation which his or her training, education or experience will reasonably allow].

The loss of a professional license, an occupational license or certification, 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.

TOTAL DISABILITY MONTHLY BENEFIT

BENEFIT. The Company will pay a Total Disability Monthly Benefit to an Insured Employee, after the completion of the Elimination Period, if he or she:

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

The Total Disability Monthly Benefit will cease on the [earlier/earliest] of:

1. the date the Insured Employee ceases to be Totally Disabled or dies[; or]
2. the date the Maximum Benefit Period ends[; or]
- {3. the date the Insured Employee is able, but chooses not to engage in Partial Disability Employment:
 - a. in his or her Own Occupation, during the Own Occupation Period; or
 - b. in [any occupation/any Gainful Occupation], after the Own Occupation Period}.

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

At the Company's option, Total Disability Monthly Benefit payments may also be denied or suspended on any of the following dates:

1. the date the Insured Employee (without good cause):
 - a. fails to take a required medical exam[; or]
 - b. fails to cooperate with the examiner[; or]
 - [c. postpones a required exam more than twice][;or]
2. the 45th day after the Company mails a request for additional proof, if not given[; or]
- [3. the 45th day after the Company mails a request for proof of the Insured Employee's application for any Other Income Benefits to which he or she may be entitled, if not given[; or]
- [4. the date the Insured Employee (without good cause) refuses to participate in good faith in a vocational rehabilitation program approved by the Company; if this Policy includes a Mandatory Vocational Rehabilitation Benefit provision].

AMOUNT [for Class 1/Plan1]. The amount of the Total Disability Monthly Benefit equals:

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

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

The Benefit Percentage, Maximum Monthly Benefit, Minimum Monthly Benefit, and Maximum Benefit Period are shown in the Schedule of Benefits.

AMOUNT [for Class 1/Plan1]. The amount of the Total Disability Monthly Benefit equals:

1. the Maximum Monthly Benefit; minus
2. Other Income Benefits.

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

The Maximum Monthly Benefit, Minimum Monthly Benefit, and Maximum Benefit Period are shown in the Schedule of Benefits.

TOTAL DISABILITY MONTHLY BENEFIT
(Continued)

AMOUNT [for Class 1/Plan1]. The amount of the Total Disability Monthly Benefit equals the lesser of:

1. the Insured Employee's Basic Monthly Earnings multiplied by the Benefit Percentage (limited to the Maximum Monthly Benefit); or
2. 70% of the Insured Employee's Basic Monthly Earnings; minus Other Income Benefits.

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

The Benefit Percentage, Maximum Monthly Benefit, Minimum Monthly Benefit, and Maximum Benefit Period are shown in the Schedule of Benefits.

AMOUNT [for Class 1/Plan1]. The amount of the Total Disability Monthly Benefit equals the lesser of:

1. the Maximum Monthly Benefit; or
2. 70% of the Insured Employee's Basic Monthly Earnings; minus Other Income Benefits.

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

The Maximum Monthly Benefit, Minimum Monthly Benefit, and Maximum Benefit Period are shown in the Schedule of Benefits.

AMOUNT [for Class 1/Plan1]. The amount of the Total Disability Monthly Benefit equals the lesser of:

1. the Insured Employee's Basic Monthly 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 Employee's Basic Monthly Earnings; minus Other Income Benefits including any pay received under the Employer's Sick Leave or Salary Continuance Plan; or
3. the Maximum Monthly Benefit.

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

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

The Benefit Percentage, Maximum Monthly Benefit, Minimum Monthly Benefit, and Maximum Benefit Period are shown in the Schedule of Benefits.

TOTAL DISABILITY MONTHLY BENEFIT
(Continued)

AMOUNT [for Class 1/Plan1]. The amount of the Total Disability Monthly Benefit equals the lesser of:

1. the Maximum Monthly 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 Employee's Basic Monthly 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 Total Disability Monthly Benefit plus any pay received under the Employer's Sick Leave or Salary Continuance Plan exceed 100% of the Insured Employee's Basic Monthly Earnings.

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

The Maximum Monthly Benefit, Minimum Monthly Benefit, and Maximum Benefit Period are shown in the Schedule of Benefits.

AMOUNT [for Class 1/Plan1]. The amount of the Total Disability Monthly Benefit equals the lesser of:

1. the Insured Employee's Basic Monthly Earnings multiplied by the Benefit Percentage; or
2. the Insured Employee's Maximum Monthly Benefit.

The amount of the Total Disability Monthly Benefit will not be less than the Minimum Monthly Benefit.

The Benefit Percentage, Maximum Monthly Benefit, Minimum Monthly Benefit, and Maximum Benefit Period are shown in the Schedule of Benefits.

AMOUNT [for Class 1/Plan1]. The amount of the Total Disability Monthly Benefit equals the Insured Employee's [Maximum] Monthly Benefit.

The [Maximum] Monthly Benefit and Maximum Benefit Period are shown in the Schedule of Benefits.

**PARTIAL DISABILITY MONTHLY BENEFIT
(Continued)**

BENEFIT AMOUNT. The Partial Disability Monthly Benefit will replace the Insured Employee's [Lost Income/ Lost Earning Capacity]; provided it does not exceed the Total Disability Monthly Benefit, which would otherwise be payable during Total Disability without the Partial Disability Employment.

Thus, the amount of the Partial Disability Monthly Benefit will equal the lesser of A or B below.

A. **LOST INCOME:** The Insured Employee's Predisability Income, minus earnings from Partial Disability Employment.

B. **TOTAL DISABILITY MONTHLY BENEFIT** otherwise payable: The Insured Employee's Predisability Income multiplied by the Benefit Percentage (limited to the Maximum Monthly Benefit).

A. **LOST EARNING CAPACITY:** The Insured Employee's Predisability Income, minus earnings and potential earnings from Partial Disability Employment.

B. **TOTAL DISABILITY MONTHLY BENEFIT** otherwise payable: The Insured Employee's Predisability Income multiplied by the Benefit Percentage (limited to the Maximum Monthly Benefit).

The Partial Disability Monthly Benefit will never be less than the Minimum Monthly Benefit. The Benefit Percentage, Maximum Monthly Benefit, Minimum Monthly Benefit, and Maximum Benefit Period are shown in the Schedule of Benefits.

FULL EARNING CAPACITY. Potential earnings from Partial Disability Employment will be estimated by the Company, when the Insured Employee is able to increase his or her earnings:

1. during the Own Occupation Period, by increasing the number of hours worked or duties performed in his or her regular occupation, but chooses not to do so; or
2. after the Own Occupation Period, by increasing the number of hours worked or duties performed in any Gainful Occupation, but chooses not to do so.

Such potential earnings will reduce the Partial Disability Monthly Benefit amount payable, while the Insured Employee is not working to his or her full earning capacity.

Progressive Calculation[, Full Capacity]

**PARTIAL DISABILITY MONTHLY BENEFIT
(Continued)**

BENEFIT AMOUNT. The Partial Disability Monthly Benefit will replace the Insured Employee's [Lost Income/ Lost Earning Capacity]; provided it does not exceed the Total Disability Monthly Benefit, which would otherwise be payable during Total Disability without the Partial Disability Employment.

Thus, the amount of the Partial Disability Monthly Benefit will equal the lesser of A or B below.

- | | |
|----|---|
| A. | LOST INCOME: The Insured Employee's Predisability Income, minus all Other Income Benefits (including earnings from Partial Disability Employment). |
| B. | TOTAL DISABILITY MONTHLY BENEFIT otherwise payable:
1. The [Maximum] Monthly Benefit; minus
2. Other Income Benefits, except for earnings from Partial Disability Employment. |

- | | |
|----|--|
| A. | LOST INCOME: The Insured Employee's Predisability Income, minus earnings from Partial Disability Employment. |
| B. | TOTAL DISABILITY MONTHLY BENEFIT otherwise payable: [Maximum] Monthly Benefit. |

- | | |
|----|--|
| A. | LOST EARNING CAPACITY: The Insured Employee's Predisability Income, minus all Other Income Benefits (including earnings and potential earnings from Partial Disability Employment). |
| B. | TOTAL DISABILITY MONTHLY BENEFIT otherwise payable:
1. The [Maximum] Monthly Benefit; minus
2. Other Income Benefits, except for earnings and potential earnings from Partial Disability Employment. |

- | | |
|----|---|
| A. | LOST EARNING CAPACITY: The Insured Employee's Predisability Income, minus earnings and potential earnings from Partial Disability Employment. |
| B. | TOTAL DISABILITY MONTHLY BENEFIT otherwise payable: [Maximum] Monthly Benefit. |

The Partial Disability Monthly Benefit will never be less than the Minimum Monthly Benefit. The [Benefit Percentage,] [Maximum] Monthly Benefit, Minimum Monthly Benefit, and Maximum Benefit Period are shown in the Schedule of Benefits.

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| <p>FULL EARNING CAPACITY. Potential earnings from Partial Disability Employment will be estimated by the Company, when the Insured Employee is able to increase his or her earnings:</p> <ol style="list-style-type: none">1. during the Own Occupation Period, by increasing the number of hours worked or duties performed in his or her regular occupation, but chooses not to do so; or2. after the Own Occupation Period, by increasing the number of hours worked or duties performed in any Gainful Occupation, but chooses not to do so. |
|--|

Such potential earnings will reduce the Partial Disability Monthly Benefit amount payable, while the Insured Employee is not working to his or her full earning capacity.

Progressive Calculation[, Full Capacity]

OTHER INCOME BENEFITS
[For Class 1/Plan 1]

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

Workers' Compensation. Any benefits for which the Insured Employee is eligible under a law that compensates for job related Injury or Sickness. This includes:

1. any Workers' Compensation or occupational disease law;
2. the Jones Act;
3. the Longshoreman's and Harbor Worker's Act;
4. the Maritime Doctrine of Maintenance, Wages or Cure; or
5. any plan provided in place of one of the above plans.

It includes any benefits for partial or total disability, whether temporary or permanent. It also includes any benefits for vocational rehabilitation.

Other Compulsory Benefits. Any disability income benefits the Insured Employee is eligible to receive under any other compulsory benefit act or law. This includes (but is not limited to):]

1. state temporary disability income benefit laws;
2. state no fault auto insurance laws; or
3. any other compulsory benefit act or law.]

Other Insurance Plans. Any disability income benefits for which the Insured Employee 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 Employee 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 Employee receives under the Employer's Retirement Plan.

Social Security and other Government Retirement Plans. [After the first year of Disability,] the following Social Security or other Government Retirement Plan benefits will be offset:

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

OTHER INCOME BENEFITS

(continued)

[For Class 1/Plan 1]

"Earnings", as used in this provision, means pay the Insured Employee 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).

Recovery from Third Party. Any amount the Insured Employee 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 Monthly 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 and other reasonable costs of claiming Other Income Benefits;
4. group credit or mortgage disability insurance benefits;
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 Employee'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; or]
- [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].

OTHER INCOME BENEFITS

(continued)

[For Class 1/Plan 1]

RULES FOR OTHER INCOME BENEFIT OFFSETS. If the Insured Employee may be entitled to Other Income Benefits that affect Policy benefits, the following rules will apply.

Claiming Other Income Benefits. An Insured Employee who may be entitled to some Other Income Benefit is required to actively pursue it. For example, if benefits may be payable under the federal Social Security Act, the Insured Employee:

1. must apply for such benefits on a timely basis;
2. must file a request for reconsideration, if benefits are denied; and
3. must request a hearing before an Administrative Law Judge, if denied again (unless the Company waives this in writing).

An Employer whose Insured Employee may be entitled to Workers' Compensation or similar benefits is also required to cooperate in filing that claim. If the Insured Employee fails to pursue Other Income Benefits on a timely basis, the Company has the option to:

1. deny or suspend Monthly Benefits; or
2. reduce Monthly Benefits by an estimated amount.

Estimating Offsets. While a claim for Social Security or other Government Retirement Plan benefits is pending, the Insured Employee must elect one of the following options in writing. (If no written election is made, Monthly Benefits will be reduced in accord with Option 1.)

1. **Reduced Monthly Benefits.** The Insured Employee may receive Monthly Benefits reduced by estimated Social Security or other Government Retirement Plan benefits. The Company will adjust Policy benefits and will refund any underpayment, in a lump sum, upon receiving proof of:
 - a. the amount actually awarded; or
 - b. the claim denial and completion of any appeal the Company requires.
2. **Unreduced Monthly Benefits.** The Insured Employee may receive unreduced Monthly Benefits while the claim is pending. He or she must agree in writing to promptly refund any overpayment that results, in a lump sum, upon receiving Social Security or other Government Retirement Plan benefits. If he or she does not promptly refund an overpayment:
 - a. the Company will reduce or eliminate future payments; and
 - b. the Minimum Monthly Benefit will not apply, until the amount is repaid.

Lump Sum Payments. Other Income Benefits that are paid in a lump sum will be pro rated as follows.

1. The lump sum will be pro rated on a monthly basis, over the time period for which it is given.
2. If no time period is stated, the Company will continue its estimated monthly offset for that benefit, until full amount is offset.
3. If no estimated monthly offset was being made for that benefit, the lump sum will be pro rated on a monthly basis over a reasonable time period. It will not exceed 60 months or the Maximum Benefit Period (whichever occurs first).

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

RULES CONCERNING [EARNINGS AND] OTHER BENEFITS.
[For Class 1/Plan 1]

[The Insured Employee's Earnings during Partial Disability Employment may affect the amount of the Monthly Benefit. Also,] [T]he Disability may entitle the Insured Employee 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 Employee 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 Employee must actively pursue a claim for the other benefits. For example, if benefits may be payable under the federal Social Security Act, the Insured Employee:

1. must apply for such benefits on a timely basis;
2. must file a request for reconsideration, if benefits are denied; and
3. must request a hearing before an Administrative Law Judge, if denied again (unless the Company waives this in writing).

An Employer whose Insured Employee may be entitled to Workers' Compensation or similar benefits is also required to cooperate in filing that claim.

The Company will require proof of the denial or duration of other benefits, to determine its liability under this Policy.

Refunding Overpayments. Upon receiving other benefits for the same period of Disability, the Insured Employee must refund any resulting overpayment of Monthly 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 Monthly Benefit will not apply, until the amount is repaid.

EXCLUSIONS

GENERAL EXCLUSIONS. This Policy will not cover any period of Total [or Partial] Disability:

1. due to war, declared or undeclared, or any act of war;
2. due to intentionally self-inflicted injuries;
3. due to active participation in a riot;
4. due to the Insured Employee's committing of or the attempting to commit a felony or any type of assault or battery;
5. during which the Insured Employee is incarcerated for the commission of a felony;
6. during which the Insured Employee is not under the Regular Care of a Physician[; or]
- [7. during which the Insured Employee is not participating in good faith in a vocational rehabilitation program approved by the Company, without good cause; if this Policy includes a Mandatory Vocational Rehabilitation Benefit provision; or]
- [8. after the Insured Employee has resided outside the United States or Canada for more than 12 consecutive benefit months for purposes other than employment with the Employer].

PRE-EXISTING CONDITION EXCLUSION. This Policy will not cover any Total [or Partial] 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 Employee's Effective Date[; unless such Insured Employee received no Treatment of the condition for 6 consecutive months after the Insured Employee's Effective Date].

"Pre-Existing Condition" means a Sickness or Injury for which the Insured Employee received treatment within 3 months prior to the Insured Employee's Effective Date.

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

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

INFECTIOUS DISEASE BENEFIT

BENEFIT. The definition of Total Disability or Totally Disabled is expanded to include the following.

An Insured Employee will also be considered Totally Disabled if he or she:

1. is a Medical Professional as defined below;
2. first tests positive with an infectious disease (including but not limited to HIV, Hepatitis B Virus, and Tuberculosis) while covered under the Infectious Disease Benefit provision; and
3. has been restricted from performing each of the Main Duties of his or her Own Occupation by:
 - a. a State Licensing Board;
 - b. a governing body other than the State Licensing Board; or
 - c. the Employer;because the performance of the Main Duties of his or her Own Occupation on a routine basis includes procedures that reasonably could pose a risk of transmitting the infectious disease.

The definition of Partial Disability or Partially Disabled is expanded to include the following.

An Insured Employee will also be considered Partially Disabled if he or she:

1. is a Medical Professional as defined below;
2. first tests positive with an infectious disease (including but not limited to HIV, Hepatitis B Virus, and Tuberculosis) while covered under the Infectious Disease Benefit provision;
3. has been restricted from performing one or more of the Main Duties of his or her Own Occupation by:
 - a. a State Licensing Board;
 - b. a governing body other than the State Licensing Board; or
 - c. the Employer;because the performance of the Main Duties of his or her Own Occupation on a routine basis includes procedures that reasonably could pose a risk of transmitting the infectious disease; and
4. is engaged in Partial Disability Employment.

AMOUNT. The amount of the Infectious Disease Benefit will be calculated in the same way as a Total Disability Monthly Benefit [or Partial Disability Monthly Benefit, as applicable].

DURATION. Benefits will cease on the earlier of:

1. the date Total [or Partial] Disability Monthly Benefits would otherwise cease; or
2. [6 months from the date benefits begin – the date the Insured Employee attains his or her Social Security Normal Retirement Age.]

PROOF. The Company must receive:

1. proof of infection from the laboratory that performed the test; and
2. proof of occupational restriction, as described in the Benefit section above.

The Insured Employee is responsible for any expenses incurred for testing for infection. The testing:

1. may not be self-administered; and
2. must be provided by a licensed laboratory.

**INFECTIOUS DISEASE BENEFIT
(Continued)**

DEFINITIONS. The following additional definitions apply to this Infectious Disease Benefit.

"**Hepatitis**" means viral hepatitis, but not type-A hepatitis.

"**HIV**" means the Human Immunodeficiency Virus, whether HIV-1 or HIV-2.

"**Medical Professional**" means a person:

1. who is licensed to perform medical services under state law;
2. who is practicing within the scope of the license; and
3. whose Main Duties of his or her Own Occupation include invasive procedures on a routine basis.

EXCLUSIONS. In addition to the Exclusions under this Policy, the Infectious Disease Benefit is not payable if the Insured Employee:

1. first tests positive for the infectious disease prior to the effective date of his or her coverage under this Policy or before the effective date of this Infectious Disease Benefit provision, if added later by amending this Policy; or
2. has ever refused vaccination against or treatment for the infectious disease.

OTHER PROVISIONS. Unless stated otherwise, this benefit is subject to all other provisions of this Policy.

RECOVERY BENEFIT

BENEFIT. The Company will pay a Recovery Benefit to an Insured Employee who returns to Full-Time employment in his or her Own Occupation with the Employer and:

1. earned commissions or Production Earnings as part of Predisability Income;
2. has received Total [or Partial] Disability Benefits [for at least one month(s)];
3. upon return to work continues to earn commissions or Production Earnings; and
4. earns less than 100% of Predisability Income.

AMOUNT. The amount of the Recovery Benefit equals the Insured Employee's Predisability Income [minus all Other Income Benefits,] limited to the Maximum Monthly Benefit.

TERMINATION OF RECOVERY BENEFIT. An Insured Employee's Recovery Benefit will terminate on the earlier of:

1. the date the Insured Employee's earnings upon return to Full-Time employment equal or exceed 100% of Predisability Income; or
2. the date the Company has made a maximum of six monthly payments under this provision.

DEFINITIONS. The following additional definitions apply to this Recovery Benefit.

"**Full-Time,**" as it applies to the Recovery Benefit, means the average number of hours the Insured Employee was regularly scheduled to work, at his or her Own Occupation, during the month just prior to:

1. the date the Elimination Period began; or
2. the date an approved leave of absence began, if the Elimination Period began while the Insured Employee was continuing coverage during a leave of absence.

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

"**Production Earnings**" means the non-salary or non-hourly pay based earnings that the Insured Employee receives as the result of performing his or her Own Occupation. Production Earnings are received for work or service performed by the Insured Employee during employment.

Example:

A doctor is able to supplement his or her earnings by providing services to patients. The income that the doctor receives for performing these services may be from the patients or insurance or another source; this would be considered Production Earnings. If the doctor were to be Disabled for a period of time, the doctor's Production Earnings would drop. Upon returning to work, the doctor may require time to re-build his or her practice in order to return his or her Production Earnings to the Predisability Income level.

Predisability Income = \$10,000 per month
 Current Income less Production Earnings = \$4,000 per month
 Maximum Monthly Benefit = \$6,000 per month

Upon returning to work:

	Predisability Income	Current Income less Production Earnings	Production Earnings or Commissions	Total Earnings	Recovery Benefit Amount
<i>Month 1</i>	\$10,000	\$4,000	\$500	\$4,500	\$1,500
<i>Month 2</i>	\$10,000	\$4,000	\$1,000	\$5,000	\$1,000
<i>Month 3</i>	\$10,000	\$4,000	\$1,500	\$5,500	\$500
<i>Month 4</i>	\$10,000	\$4,000	\$2,000	\$6,000	\$0

REHABILITATION INCENTIVE BENEFIT

BENEFIT. The Company will pay a Rehabilitation Incentive Benefit to an Insured Employee who is Totally [or Partially] Disabled and who actively participates in a Rehabilitation Program approved by the Company.

AMOUNT. The amount of the Rehabilitation Incentive Benefit is shown in the Schedule of Benefits.

The Rehabilitation Incentive Benefit is paid in addition to any other Policy benefits[, and is not subject to Policy provisions that would otherwise reduce the benefit amount, such as the Other Income Benefits provision].

DURATION. The Rehabilitation Incentive Benefit starts on the latest of:

1. the date the Insured Employee begins to participate in an approved Rehabilitation Program;
or
2. the date the Company approves the Insured Employee's Rehabilitation Program.

The Rehabilitation Incentive Benefit will cease on the earliest of:

1. the date the Total [or Partial] Disability Monthly Benefits would otherwise cease under this Policy; or
2. the date the Insured Employee ceases participation in an approved Rehabilitation Program.

DEFINITION. The following additional definition applies to this Rehabilitation Incentive Benefit.

"Rehabilitation Program" means a written vocational rehabilitation program:

1. which the Company develops with input from:
 - a. the Insured Employee;
 - b. the Insured Employee's Physician; and
 - c. any current or prospective employer, when appropriate; and
2. which describes the Program's goals; each party's responsibilities; and the times, dates and costs of the rehabilitation services.

PROOF. Written proof of active participation in a Rehabilitation Program must be given:

1. within 90 days after the completion of the Elimination Period; or
2. as soon as reasonably possible after that.

Proof of active participation must be provided at the Insured Employee's own expense. The proof must be sent to the Company's Group Insurance Service Office. It should include the Insured Employee's name and address and the number of this Policy.

Exception: Failure to furnish proof of active participation in a Rehabilitation Program within the required time period will not invalidate the benefit, if it is shown that it was done:

1. as soon as reasonably possible; and
2. in no event more than one year after it was required.

These time limits will not apply while the Insured Employee lacks legal capacity.

OTHER PROVISIONS. Unless stated otherwise, this benefit is subject to all other provisions of this Policy.

AMENDMENT NO. 1

TO BE ATTACHED TO AND MADE A PART OF POLICY NO.: 00-0000000

ISSUED TO: ABC Company

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

It is agreed that for attorneys the definition[s] of ["Partial Disability or Partially Disabled" and] "Total Disability or Totally Disabled" shown in the Definitions section of the Policy will not apply. Instead, the following definition[s] of ["Partial Disability or Partially Disabled"] and "Total Disability or Totally Disabled" will apply to attorneys:

PARTIAL DISABILITY or PARTIALLY DISABLED means that during the Elimination Period and Maximum Benefit Period, the Insured Employee:

1. is unable to perform one or more of the Main Duties of his or her Specialty in the Practice of Law on a full-time basis; and
2. is engaged in Partial Disability Employment.

TOTAL DISABILITY or TOTALLY DISABLED means that during the Elimination Period and Maximum Benefit Period, an Insured Employee is unable:

1. to perform one or more of the Main Duties of his or her Specialty in the Practice of Law on a full-time basis;
2. because of a Disability which is caused by Injury or Sickness and started while the Employee was insured.

"Specialty in the Practice of Law" means that specialty the Insured Employee was practicing immediately prior to the date Total Disability started.

The effective date of this amendment is _____; 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.

Policyholder

Signature & Title of Officer

**THE LINCOLN NATIONAL
LIFE INSURANCE COMPANY**



Signature of Officer

AMENDMENT NO. 1

TO BE ATTACHED TO AND MADE A PART OF POLICY NO.: 00-0000000

ISSUED TO: ABC Company

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

It is agreed that for physicians the definition[s] of ["Partial Disability or Partially Disabled" and] "Total Disability or Totally Disabled" shown in the Definitions section of the Policy will not apply. Instead, the following definition[s] of ["Partial Disability or Partially Disabled"] and "Total Disability or Totally Disabled" will apply to physicians:

PARTIAL DISABILITY or PARTIALLY DISABLED means that during the Elimination Period and Maximum Benefit Period, the Insured Employee:

1. is unable to perform one or more of the Main Duties of his or her Specialty in the Practice of Medicine on a full-time basis; and
2. is engaged in Partial Disability Employment.

TOTAL DISABILITY or TOTALLY DISABLED means that during the Elimination Period and Maximum Benefit Period, an Insured Employee is unable:

1. to perform one or more of the Main Duties of his or her Specialty in the Practice of Medicine on a full-time basis;
2. because of a Disability which is caused by Injury or Sickness and started while the Employee was insured.

"Specialty in the Practice of Medicine" means that specialty the Insured Employee was practicing immediately prior to the date Total Disability started.

The effective date of this amendment is _____; 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.

Policyholder

Signature & Title of Officer

**THE LINCOLN NATIONAL
LIFE INSURANCE COMPANY**



Signature of Officer

AMENDMENT NO. 1

TO BE ATTACHED TO AND MADE A PART OF POLICY NO.: 000000000
ISSUED TO: ABC Company
[FOR: Plan 1/Class 1/Participating Employer XYZ]

PRE-EXISTING CONDITION EXCLUSION FOR INCREASED MAXIMUM

A. It is agreed that the [Benefit Percentage,] Maximum Monthly Benefit and Minimum Monthly Benefit shown on the Schedule of Benefits are amended as follows:

[BENEFIT PERCENTAGE: 60%]
MAXIMUM MONTHLY BENEFIT: \$6,000
MINIMUM MONTHLY BENEFIT: \$100

B. The amount of insurance in excess of \$5,000 that becomes effective on April 1, 2010 is subject to the following provision.

PRE-EXISTING CONDITION EXCLUSION

The Policy will not cover the Monthly Benefit amount in excess of \$5,000 for any 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 Employee's Effective Date of the increase in coverage under the Policy[; unless such Insured Employee received no Treatment of the condition for 6 consecutive months after his or her Effective Date of the increase in coverage].

"Pre-Existing Condition" means a Sickness or Injury for which the Insured Employee received treatment within 3 months prior to the Insured Employee's Effective Date of the increase in coverage under the Policy.

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

C. The increased amount of insurance will not take effect on a date when the Insured Employee is away from Active Work due to a Sickness or Injury. In this event, the increased amount will become effective on his or her second consecutive day of 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 _____

The Lincoln National Life Insurance Company

A Stock Company Home Office Location: Fort Wayne, Indiana
Group Insurance Service Office: 8801 Indian Hills Drive, Omaha, NE 68114-4066 (402) 361-7300

CERTIFIES THAT Group Policy No. 000000000000 has been issued to

ABC Company
(The Group Policyholder)

The Issue Date of the Policy is August 1, 2010.

Participating Employer: XYZ Company

Participating Employer's Effective Date: Month Day, Year

Certificate of Insurance for Class 1

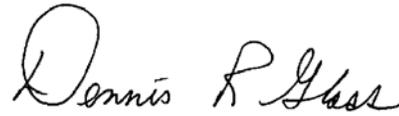
[Insured's Name]

[Insured's Effective Date]

[Certificate Number]

This Certificate, and any amendments which may be attached to it, contains the main provisions of the Policy. You are entitled to the benefits described in this Certificate only if you are eligible, become and remain insured under the provisions of the Policy. This Certificate replaces any other certificates for the benefits described inside. If a change affecting this insurance is made, an amendment or a new certificate will be issued to describe the change.

You are entitled to the benefits described in this Certificate only if you are eligible, become and remain insured under the provisions of the Policy. This Certificate replaces any other certificates for the benefits described inside. As a Certificate of Insurance, it is not a contract of insurance; it only summarizes the provisions of the Policy and is subject to the Policy's terms. If the provisions of this Certificate and the Policy do not agree, the provisions of the Policy will apply.



President

GROUP LONG TERM DISABILITY INSURANCE CERTIFICATE

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 an Employee's full-time performance of all Main Duties of his or her Own Occupation, for the regularly scheduled number of hours, at:

1. the Employer's usual 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 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 Exclusions. 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.)

ANNUAL SALARY means the Insured Employee's **BASIC MONTHLY EARNINGS** or **PREDISABILITY INCOME** multiplied by 12.

BASIC MONTHLY EARNINGS or **PREDISABILITY INCOME** means the Insured Employee's average monthly 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:

1. paid commissions [, not including renewal 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;
2. bonuses averaged over the 36 months just prior to the Determination Date; or over the actual period of employment with the Employer just prior to that date, if shorter;
3. overtime pay;
4. deductions for pre-tax contributions to a qualified Section 125 Plan or flexible spending account; and
5. deductions for pre-tax contributions to a qualified Section 401(k) Plan or deferred compensation plan.

It does **not** include [commissions, 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 Monthly Earnings permitted by the Policy; whichever is less. (Maximum Covered Monthly Earnings equals the Maximum Monthly Benefit divided by the Benefit Percentage shown in the Schedule of Benefits.) [Exception: For purposes of determining the Partial Disability Monthly Benefit, Basic Monthly Earnings will not exceed the amount shown in the Employer's financial records.]

DEFINITIONS
(Continued)

COMPANY means The Lincoln National Life 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 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.

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.

ELIMINATION PERIOD means the number of days of Disability during which no benefit is payable. The Elimination Period is shown in the Schedule of Benefits. It applies as follows.

1. The Elimination Period [for Class 1]:
 - a. begins on the first day of [Total] Disability [or first day of Physician's care, if later]; and
 - b. is satisfied when the required number of days is accumulated within a period which does not exceed two times the Elimination Period.During a period of Disability, the Insured Employee may return to full-time work, at his or her own or any other occupation, for an accumulated number of days not to exceed the Elimination Period.
2. The Elimination Period [for Class 2]:
 - a. begins on the first day of [Total] Disability [or first day of Physician's care, if later]; and
 - b. is satisfied when the required number of consecutive days is accumulated.During a period of Disability, the Insured Employee may return to full-time work, at his or her own or any other occupation, for the number of days shown in the Schedule of Benefits without breaking the Elimination Period.
3. [For each class,] only days of Disability caused by the same or a related Sickness or Injury will count towards the Elimination Period. Days on which the Insured Employee returns to full-time work will not count towards the Elimination Period.

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 Per Week shown in the Schedule of Benefits;
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 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.]

DEFINITIONS (Continued)

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 Monthly Benefit, means the average number of hours the Insured Employee was regularly scheduled to work, at his or her Own Occupation, during the month just prior to:

1. the date the Elimination Period begins; or
2. the date an approved leave of absence begins, if the Elimination Period begins while the Insured Employee is continuing coverage during a leave of absence.

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

GAINFUL OCCUPATION means any occupation in which the Insured Employee:

1. is or could reasonably become qualified, considering his or her education, training, experience, mental and physical abilities;
2. could reasonably find employment, considering the demand in the national labor force; and
3. could earn (or reasonably expect to earn) a before-tax income at least equal to 60% of his or her Predisability Income, within 12 months of returning to work.

INJURY means an accidental bodily Injury that:

1. requires treatment by a Physician; and
2. directly, and independently of all other causes, results in a Disability that begins while the Insured Employee is insured under the Policy.

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

1. beginning at 12:01 a.m. Standard Time, at the 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 EMPLOYEE means an Employee 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 Employee'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 Employee has requested such a job accommodation.

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

DEFINITIONS (Continued)

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 Employee'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.

MONTHLY BENEFIT means the amount payable monthly by the Company to the Insured Employee who is Totally Disabled or Partially Disabled.

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 Exclusions. 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 Employee 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.

OWN OCCUPATION PERIOD means a period as shown in the Schedule of Benefits.

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 Employee's Predisability Income for a specified period after he or she becomes Disabled.

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

DEFINITIONS (Continued)

PARTIAL DISABILITY or **PARTIALLY DISABLED** will be defined as follows.

1. During the Elimination Period and Own Occupation Period, it means that due to an Injury or Sickness the Insured Employee:
 - a. 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
 - b. is engaged in Partial Disability Employment.
2. After the Own Occupation Period, it means that due to an Injury or Sickness the Insured Employee:
 - a. is unable to perform one or more of the Main Duties of any [Gainful Occupation] [occupation which his or her training, education or experience will reasonably allow]; or is unable to perform such duties full-time; and
 - b. is engaged in Partial Disability Employment.

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

1. the Insured Employee's hours or production is reduced;
2. one or more Main Duties of the job are reassigned; or
3. the Insured Employee 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.

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 Employee's disabling condition.

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

1. the Insured Employee'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 Policyholder.

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

PREDISABILITY INCOME—See Basic Monthly Earnings definition.

REGULAR CARE OF A PHYSICIAN or **REGULAR ATTENDANCE OF A PHYSICIAN** means the Insured Employee:

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.

DEFINITIONS (Continued)

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 Employee (Payments representing Employee contributions are deemed to be received over the Insured Employee'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 Employee 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].

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 Employee's Predisability Income for a specified period after he or she becomes Disabled.

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

SICKNESS means illness, pregnancy or disease.

TOTAL COVERED PAYROLL means the total amount of Basic Monthly Earnings for all Employees insured under the Policy.

TOTAL DISABILITY or **TOTALLY DISABLED** will be defined as follows.

1. During the Elimination Period and Own Occupation Period, it means that due to an Injury or Sickness the Insured Employee is unable to perform each of the Main Duties of his or her Own Occupation.
2. After the Own Occupation Period, it means that due to an Injury or Sickness the Insured Employee is unable to perform each of the Main Duties of any [Gainful Occupation] [occupation which his or her training, education or experience will reasonably allow].

The loss of a professional license, an occupational license or certification, 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 the Policy. The period of service must be continuous, except as explained in the Eligibility provision captioned Prior Service Credit Towards Waiting Period.

TOTAL DISABILITY MONTHLY BENEFIT

BENEFIT. The Company will pay a Total Disability Monthly Benefit to an Insured Employee, after the completion of the Elimination Period, if he or she:

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

The Total Disability Monthly Benefit will cease on the [earlier/earliest] of:

1. the date the Insured Employee ceases to be Totally Disabled or dies;
2. the date the Maximum Benefit Period ends[; or]
- {3. the date the Insured Employee is able, but chooses not to engage in Partial Disability Employment:
 - a. in his or her Own Occupation, during the Own Occupation Period; or
 - b. in [any occupation/any Gainful Occupation], after the Own Occupation Period}.

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

At the Company's option, Total Disability Monthly Benefit payments may also be denied or suspended on any of the following dates:

1. the date the Insured Employee (without good cause):
 - a. fails to take a required medical exam[; or]
 - b. fails to cooperate with the examiner[; or]
 - c. postpones a required exam more than twice[;or]
2. the 45th day after the Company mails a request for additional proof, if not given[; or]
- [3. the 45th day after the Company mails a request for proof of the Insured Employee's application for any Other Income Benefits to which he or she may be entitled, if not given[; or]
- [4. the date the Insured Employee (without good cause) refuses to participate in good faith in a vocational rehabilitation program approved by the Company; if the Policy includes a Mandatory Vocational Rehabilitation Benefit provision].

AMOUNT [for Class 1/Plan1]. The amount of the Total Disability Monthly Benefit equals:

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

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

The Benefit Percentage, Maximum Monthly Benefit, Minimum Monthly Benefit, and Maximum Benefit Period are shown in the Schedule of Benefits.

AMOUNT [for Class 1/Plan1]. The amount of the Total Disability Monthly Benefit equals:

1. the Maximum Monthly Benefit; minus
2. Other Income Benefits.

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

The Maximum Monthly Benefit, Minimum Monthly Benefit, and Maximum Benefit Period are shown in the Schedule of Benefits.

TOTAL DISABILITY MONTHLY BENEFIT
(Continued)

AMOUNT [for Class 1/Plan1]. The amount of the Total Disability Monthly Benefit equals the lesser of:

1. the Insured Employee's Basic Monthly Earnings multiplied by the Benefit Percentage (limited to the Maximum Monthly Benefit); or
2. 70% of the Insured Employee's Basic Monthly Earnings; minus Other Income Benefits.

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

The Benefit Percentage, Maximum Monthly Benefit, Minimum Monthly Benefit, and Maximum Benefit Period are shown in the Schedule of Benefits.

AMOUNT [for Class 1/Plan1]. The amount of the Total Disability Monthly Benefit equals the lesser of:

1. the Maximum Monthly Benefit; or
2. 70% of the Insured Employee's Basic Monthly Earnings; minus Other Income Benefits.

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

The Maximum Monthly Benefit, Minimum Monthly Benefit, and Maximum Benefit Period are shown in the Schedule of Benefits.

AMOUNT [for Class 1/Plan1]. The amount of the Total Disability Monthly Benefit equals the lesser of:

1. the Insured Employee's Basic Monthly 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 Employee's Basic Monthly Earnings; minus Other Income Benefits including any pay received under the Employer's Sick Leave or Salary Continuance Plan; or
3. the Maximum Monthly Benefit.

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

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

The Benefit Percentage, Maximum Monthly Benefit, Minimum Monthly Benefit, and Maximum Benefit Period are shown in the Schedule of Benefits.

TOTAL DISABILITY MONTHLY BENEFIT
(Continued)

AMOUNT [for Class 1/Plan1]. The amount of the Total Disability Monthly Benefit equals the lesser of:

1. the Maximum Monthly 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 Employee's Basic Monthly 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 Total Disability Monthly Benefit plus any pay received under the Employer's Sick Leave or Salary Continuance Plan exceed 100% of the Insured Employee's Basic Monthly Earnings.

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

The Maximum Monthly Benefit, Minimum Monthly Benefit, and Maximum Benefit Period are shown in the Schedule of Benefits.

AMOUNT [for Class 1/Plan1]. The amount of the Total Disability Monthly Benefit equals the lesser of:

1. the Insured Employee's Basic Monthly Earnings multiplied by the Benefit Percentage; or
2. the Insured Employee's Maximum Monthly Benefit.

The amount of the Total Disability Monthly Benefit will not be less than the Minimum Monthly Benefit.

The Benefit Percentage, Maximum Monthly Benefit, Minimum Monthly Benefit, and Maximum Benefit Period are shown in the Schedule of Benefits.

AMOUNT [for Class 1/Plan1]. The amount of the Total Disability Monthly Benefit equals the Insured Employee's [Maximum] Monthly Benefit.

The [Maximum] Monthly Benefit and Maximum Benefit Period are shown in the Schedule of Benefits.

PARTIAL DISABILITY MONTHLY BENEFIT
(Continued)

BENEFIT AMOUNT. The Partial Disability Monthly Benefit will replace the Insured Employee's [Lost Income/ Lost Earning Capacity]; provided it does not exceed the Total Disability Monthly Benefit, which would otherwise be payable during Total Disability without the Partial Disability Employment.

Thus, the amount of the Partial Disability Monthly Benefit will equal the lesser of A or B below.

A. **LOST INCOME:** The Insured Employee's Predisability Income, minus earnings from Partial Disability Employment.

~~B. **TOTAL DISABILITY MONTHLY BENEFIT** otherwise payable: The Insured Employee's Predisability Income multiplied by the Benefit Percentage (limited to the Maximum Monthly Benefit).~~

A. **LOST EARNING CAPACITY:** The Insured Employee's Predisability Income, minus earnings and potential earnings from Partial Disability Employment.

~~B. **TOTAL DISABILITY MONTHLY BENEFIT** otherwise payable: The Insured Employee's Predisability Income multiplied by the Benefit Percentage (limited to the Maximum Monthly Benefit).~~

The Partial Disability Monthly Benefit will never be less than the Minimum Monthly Benefit. The Benefit Percentage, Maximum Monthly Benefit, Minimum Monthly Benefit, and Maximum Benefit Period are shown in the Schedule of Benefits.

FULL EARNING CAPACITY. Potential earnings from Partial Disability Employment will be estimated by the Company, when the Insured Employee is able to increase his or her earnings:

1. during the Own Occupation Period, by increasing the number of hours worked or duties performed in his or her regular occupation, but chooses not to do so; or
2. after the Own Occupation Period, by increasing the number of hours worked or duties performed in any Gainful Occupation, but chooses not to do so.

Such potential earnings will reduce the Partial Disability Monthly Benefit amount payable, while the Insured Employee is not working to his or her full earning capacity.

Progressive Calculation[, Full Capacity]

PARTIAL DISABILITY MONTHLY BENEFIT
(Continued)

BENEFIT AMOUNT. The Partial Disability Monthly Benefit will replace the Insured Employee's [Lost Income/ Lost Earning Capacity]; provided it does not exceed the Total Disability Monthly Benefit, which would otherwise be payable during Total Disability without the Partial Disability Employment.

Thus, the amount of the Partial Disability Monthly Benefit will equal the lesser of A or B below.

- | | |
|----|---|
| A. | LOST INCOME: The Insured Employee's Predisability Income, minus all Other Income Benefits (including earnings from Partial Disability Employment). |
| B. | TOTAL DISABILITY MONTHLY BENEFIT otherwise payable: <ol style="list-style-type: none">1. The Maximum Monthly Benefit; minus2. Other Income Benefits, except for earnings from Partial Disability Employment. |

- | | |
|----|--|
| A. | LOST INCOME: The Insured Employee's Predisability Income, minus earnings from Partial Disability Employment. |
| B. | TOTAL DISABILITY MONTHLY BENEFIT otherwise payable: [Maximum] Monthly Benefit. |

- | | |
|----|--|
| A. | LOST EARNING CAPACITY: The Insured Employee's Predisability Income, minus all Other Income Benefits (including earnings and potential earnings from Partial Disability Employment). |
| B. | TOTAL DISABILITY MONTHLY BENEFIT otherwise payable: <ol style="list-style-type: none">1. The [Maximum] Monthly Benefit; minus2. Other Income Benefits, except for earnings and potential earnings from Partial Disability Employment. |

- | | |
|----|---|
| A. | LOST EARNING CAPACITY: The Insured Employee's Predisability Income, minus earnings and potential earnings from Partial Disability Employment. |
| B. | TOTAL DISABILITY MONTHLY BENEFIT otherwise payable: [Maximum] Monthly Benefit. |

The Partial Disability Monthly Benefit will never be less than the Minimum Monthly Benefit. The [Benefit Percentage,] [Maximum] Monthly Benefit, Minimum Monthly Benefit, and Maximum Benefit Period are shown in the Schedule of Benefits.

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|--|
| <p>FULL EARNING CAPACITY. Potential earnings from Partial Disability Employment will be estimated by the Company, when the Insured Employee is able to increase his or her earnings:</p> <ol style="list-style-type: none">1. during the Own Occupation Period, by increasing the number of hours worked or duties performed in his or her regular occupation, but chooses not to do so; or2. after the Own Occupation Period, by increasing the number of hours worked or duties performed in any Gainful Occupation, but chooses not to do so. |
|--|

Such potential earnings will reduce the Partial Disability Monthly Benefit amount payable, while the Insured Employee is not working to his or her full earning capacity.

Progressive Calculation[, Full Capacity]

OTHER INCOME BENEFITS
[For Class 1/Plan 1]

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

Workers' Compensation. Any benefits for which the Insured Employee is eligible under a law that compensates for job related Injury or Sickness. This includes:

1. any Workers' Compensation or occupational disease law;
2. the Jones Act;
3. the Longshoreman's and Harbor Worker's Act;
4. the Maritime Doctrine of Maintenance, Wages or Cure; or
5. any plan provided in place of one of the above plans.

It includes any benefits for partial or total disability, whether temporary or permanent. It also includes any benefits for vocational rehabilitation.

Other Compulsory Benefits. Any disability income benefits the Insured Employee is eligible to receive under any other compulsory benefit act or law. This includes (but is not limited to):]

1. state temporary disability income benefit laws;
2. state no fault auto insurance laws; or
3. any other compulsory benefit act or law.]

Other Insurance Plans. Any disability income benefits for which the Insured Employee 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 Employee 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 Employee receives under the Employer's Retirement Plan.

Social Security and other Government Retirement Plans. [After the first year of Disability,] the following Social Security or other Government Retirement Plan benefits will be offset:

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

OTHER INCOME BENEFITS

(continued)

[For Class 1/Plan 1]

"Earnings", as used in this provision, means pay the Insured Employee 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).

Recovery from Third Party. Any amount the Insured Employee 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 Monthly 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 and other reasonable costs of claiming Other Income Benefits;
4. group credit or mortgage disability insurance benefits;
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 Employee'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; or]
- [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].

OTHER INCOME BENEFITS

(continued)

[For Class 1/Plan 1]

RULES FOR OTHER INCOME BENEFIT OFFSETS. If the Insured Employee may be entitled to Other Income Benefits that affect Policy benefits, the following rules will apply.

Claiming Other Income Benefits. An Insured Employee who may be entitled to some Other Income Benefit is required to actively pursue it. For example, if benefits may be payable under the federal Social Security Act, the Insured Employee:

1. must apply for such benefits on a timely basis;
2. must file a request for reconsideration, if benefits are denied; and
3. must request a hearing before an Administrative Law Judge, if denied again (unless the Company waives this in writing).

An Employer whose Insured Employee may be entitled to Workers' Compensation or similar benefits is also required to cooperate in filing that claim. If the Insured Employee fails to pursue Other Income Benefits on a timely basis, the Company has the option to:

1. deny or suspend Monthly Benefits; or
2. reduce Monthly Benefits by an estimated amount.

Estimating Offsets. While a claim for Social Security or other Government Retirement Plan benefits is pending, the Insured Employee must elect one of the following options in writing. (If no written election is made, Monthly Benefits will be reduced in accord with Option 1.)

1. **Reduced Monthly Benefits.** The Insured Employee may receive Monthly Benefits reduced by estimated Social Security or other Government Retirement Plan benefits. The Company will adjust Policy benefits and will refund any underpayment, in a lump sum, upon receiving proof of:
 - a. the amount actually awarded; or
 - b. the claim denial and completion of any appeal the Company requires.
2. **Unreduced Monthly Benefits.** The Insured Employee may receive unreduced Monthly Benefits while the claim is pending. He or she must agree in writing to promptly refund any overpayment that results, in a lump sum, upon receiving Social Security or other Government Retirement Plan benefits. If he or she does not promptly refund an overpayment:
 - a. the Company will reduce or eliminate future payments; and
 - b. the Minimum Monthly Benefit will not apply, until the amount is repaid.

Lump Sum Payments. Other Income Benefits that are paid in a lump sum will be pro rated as follows.

1. The lump sum will be pro rated on a monthly basis, over the time period for which it is given.
2. If no time period is stated, the Company will continue its estimated monthly offset for that benefit, until full amount is offset.
3. If no estimated monthly offset was being made for that benefit, the lump sum will be pro rated on a monthly basis over a reasonable time period. It will not exceed 60 months or the Maximum Benefit Period (whichever occurs first).

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

RULES CONCERNING [EARNINGS AND] OTHER BENEFITS.
[For Class 1/Plan 1]

[The Insured Employee's Earnings during Partial Disability Employment may affect the amount of the Monthly Benefit. Also,] [T]he Disability may entitle the Insured Employee 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 Employee 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 Employee must actively pursue a claim for the other benefits. For example, if benefits may be payable under the federal Social Security Act, the Insured Employee:

1. must apply for such benefits on a timely basis;
2. must file a request for reconsideration, if benefits are denied; and
3. must request a hearing before an Administrative Law Judge, if denied again (unless the Company waives this in writing).

An Employer whose Insured Employee may be entitled to Workers' Compensation or similar benefits is also required to cooperate in filing that claim.

The Company will require proof of the denial or duration of other benefits, to determine its liability under the Policy.

Refunding Overpayments. Upon receiving other benefits for the same period of Disability, the Insured Employee must refund any resulting overpayment of Monthly Benefits under the 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 Monthly Benefit will not apply, until the amount is repaid.

EXCLUSIONS

GENERAL EXCLUSIONS. The Policy will not cover any period of Total [or Partial] Disability:

1. due to war, declared or undeclared, or any act of war;
2. due to intentionally self-inflicted injuries;
3. due to active participation in a riot;
4. due to the Insured Employee's committing of or the attempting to commit a felony or any type of assault or battery;
5. during which the Insured Employee is incarcerated for the commission of a felony;
6. during which the Insured Employee is not under the Regular Care of a Physician[; or]
- [7. during which the Insured Employee is not participating in good faith in a vocational rehabilitation program approved by the Company, without good cause; if the Policy includes a Mandatory Vocational Rehabilitation Benefit provision; or]
- [8. after the Insured Employee has resided outside the United States or Canada for more than 12 consecutive benefit months for purposes other than employment with the Employer].

PRE-EXISTING CONDITION EXCLUSION. The Policy will not cover any Total [or Partial] 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 Employee's Effective Date[; unless such Insured Employee received no Treatment of the condition for 6 consecutive months after the Insured Employee's Effective Date].

"Pre-Existing Condition" means a Sickness or Injury for which the Insured Employee received treatment within 3 months prior to the Insured Employee's Effective Date.

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

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

INFECTIOUS DISEASE BENEFIT

BENEFIT. The definition of Total Disability or Totally Disabled is expanded to include the following.

An Insured Employee will also be considered Totally Disabled if he or she:

1. is a Medical Professional as defined below;
2. first tests positive with an infectious disease (including but not limited to HIV, Hepatitis B Virus, and Tuberculosis) while covered under the Infectious Disease Benefit provision; and
3. has been restricted from performing each of the Main Duties of his or her Own Occupation by:
 - a. a State Licensing Board;
 - b. a governing body other than the State Licensing Board; or
 - c. the Employer;because the performance of the Main Duties of his or her Own Occupation on a routine basis includes procedures that reasonably could pose a risk of transmitting the infectious disease.

The definition of Partial Disability or Partially Disabled is expanded to include the following.

An Insured Employee will also be considered Partially Disabled if he or she:

1. is a Medical Professional as defined below;
2. first tests positive with an infectious disease (including but not limited to HIV, Hepatitis B Virus, and Tuberculosis) while covered under the Infectious Disease Benefit provision;
3. has been restricted from performing one or more of the Main Duties of his or her Own Occupation by:
 - a. a State Licensing Board;
 - b. a governing body other than the State Licensing Board; or
 - c. the Employer;because the performance of the Main Duties of his or her Own Occupation on a routine basis includes procedures that reasonably could pose a risk of transmitting the infectious disease; and
4. is engaged in Partial Disability Employment.

AMOUNT. The amount of the Infectious Disease Benefit will be calculated in the same way as a Total Disability Monthly Benefit [or Partial Disability Monthly Benefit, as applicable].

DURATION. Benefits will cease on the earlier of:

1. the date Total [or Partial] Disability Monthly Benefits would otherwise cease; or
2. [6 months from the date benefits begin – the date the Insured Employee attains his or her Social Security Normal Retirement Age.]

PROOF. The Company must receive:

1. proof of infection from the laboratory that performed the test; and
2. proof of occupational restriction, as described in the Benefit section above.

The Insured Employee is responsible for any expenses incurred for testing for infection. The testing:

1. may not be self-administered; and
2. must be provided by a licensed laboratory.

**INFECTIOUS DISEASE BENEFIT
(Continued)**

DEFINITIONS. The following additional definitions apply to this Infectious Disease Benefit.

"**Hepatitis**" means viral hepatitis, but not type-A hepatitis.

"**HIV**" means the Human Immunodeficiency Virus, whether HIV-1 or HIV-2.

"**Medical Professional**" means a person:

1. who is licensed to perform medical services under state law;
2. who is practicing within the scope of the license; and
3. whose Main Duties of his or her Own Occupation include invasive procedures on a routine basis.

EXCLUSIONS. In addition to the Exclusions under the Policy, the Infectious Disease Benefit is not payable if the Insured Employee:

1. first tests positive for the infectious disease prior to the effective date of his or her coverage under the Policy or before the effective date of this Infectious Disease Benefit provision, if added later by amending the Policy; or
2. has ever refused vaccination against or treatment for the infectious disease.

OTHER PROVISIONS. Unless stated otherwise, this benefit is subject to all other provisions of the Policy.

RECOVERY BENEFIT

BENEFIT. The Company will pay a Recovery Benefit to an Insured Employee who returns to Full-Time employment in his or her Own Occupation with the Employer and:

1. earned commissions or Production Earnings as part of Predisability Income;
2. has received Total [or Partial] Disability Benefits [for at least one month(s)];
3. upon return to work continues to earn commissions or Production Earnings; and
4. earns less than 100% of Predisability Income.

AMOUNT. The amount of the Recovery Benefit equals the Insured Employee's Predisability Income [minus all Other Income Benefits,] limited to the Maximum Monthly Benefit.

TERMINATION OF RECOVERY BENEFIT. An Insured Employee's Recovery Benefit will terminate on the earlier of:

1. the date the Insured Employee's earnings upon return to Full-Time employment equal or exceed 100% of Predisability Income; or
2. the date the Company has made a maximum of six monthly payments under this provision.

DEFINITIONS. The following additional definitions apply to this Recovery Benefit.

"**Full-Time,**" as it applies to the Recovery Benefit, means the average number of hours the Insured Employee was regularly scheduled to work, at his or her Own Occupation, during the month just prior to:

1. the date the Elimination Period began; or
2. the date an approved leave of absence began, if the Elimination Period began while the Insured Employee was continuing coverage during a leave of absence.

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

"**Production Earnings**" means the non-salary or non-hourly pay based earnings that the Insured Employee receives as the result of performing his or her Own Occupation. Production Earnings are received for work or service performed by the Insured Employee during employment.

Example:

A doctor is able to supplement his or her earnings by providing services to patients. The income that the doctor receives for performing these services may be from the patients or insurance or another source; this would be considered Production Earnings. If the doctor were to be Disabled for a period of time, the doctor's Production Earnings would drop. Upon returning to work, the doctor may require time to re-build his or her practice in order to return his or her Production Earnings to the Predisability Income level.

Predisability Income = \$10,000 per month

Current Income less Production Earnings = \$4,000 per month

Maximum Monthly Benefit = \$6,000 per month

Upon returning to work:

	Predisability Income	Current Income less Production Earnings	Production Earnings or Commissions	Total Earnings	Recovery Benefit Amount
<i>Month 1</i>	\$10,000	\$4,000	\$500	\$4,500	\$1,500
<i>Month 2</i>	\$10,000	\$4,000	\$1,000	\$5,000	\$1,000
<i>Month 3</i>	\$10,000	\$4,000	\$1,500	\$5,500	\$500
<i>Month 4</i>	\$10,000	\$4,000	\$2,000	\$6,000	\$0

REHABILITATION INCENTIVE BENEFIT

BENEFIT. The Company will pay a Rehabilitation Incentive Benefit to an Insured Employee who is Totally [or Partially] Disabled and who actively participates in a Rehabilitation Program approved by the Company.

AMOUNT. The amount of the Rehabilitation Incentive Benefit is shown in the Schedule of Benefits.

The Rehabilitation Incentive Benefit is paid in addition to any other Policy benefits[, and is not subject to Policy provisions that would otherwise reduce the benefit amount, such as the Other Income Benefits provision].

DURATION. The Rehabilitation Incentive Benefit starts on the latest of:

1. the date the Insured Employee begins to participate in an approved Rehabilitation Program;
or
2. the date the Company approves the Insured Employee's Rehabilitation Program.

The Rehabilitation Incentive Benefit will cease on the earliest of:

1. the date the Total [or Partial] Disability Monthly Benefits would otherwise cease under the Policy; or
2. the date the Insured Employee ceases participation in an approved Rehabilitation Program.

DEFINITION. The following additional definition applies to this Rehabilitation Incentive Benefit.

"Rehabilitation Program" means a written vocational rehabilitation program:

1. which the Company develops with input from:
 - a. the Insured Employee;
 - b. the Insured Employee's Physician; and
 - c. any current or prospective employer, when appropriate; and
2. which describes the Program's goals; each party's responsibilities; and the times, dates and costs of the rehabilitation services.

PROOF. Written proof of active participation in a Rehabilitation Program must be given:

1. within 90 days after the completion of the Elimination Period; or
2. as soon as reasonably possible after that.

Proof of active participation must be provided at the Insured Employee's own expense. The proof must be sent to the Company's Group Insurance Service Office. It should include the Insured Employee's name and address and the number of the Policy.

Exception: Failure to furnish proof of active participation in a Rehabilitation Program within the required time period will not invalidate the benefit, if it is shown that it was done:

1. as soon as reasonably possible; and
2. in no event more than one year after it was required.

These time limits will not apply while the Insured Employee lacks legal capacity.

OTHER PROVISIONS. Unless stated otherwise, this benefit is subject to all other provisions of the Policy.

AMENDMENT NO. 1

TO BE ATTACHED TO AND MADE A PART OF POLICY NO.: 00-000000

ISSUED TO: ABC Company

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

It is agreed that for attorneys the definition[s] of ["Partial Disability or Partially Disabled" and] "Total Disability or Totally Disabled" shown in the Definitions section of the Policy will not apply. Instead, the following definition[s] of ["Partial Disability or Partially Disabled"] and "Total Disability or Totally Disabled" will apply to attorneys:

PARTIAL DISABILITY or PARTIALLY DISABLED means that during the Elimination Period and Maximum Benefit Period, the Insured Employee:

1. is unable to perform one or more of the Main Duties of his or her Specialty in the Practice of Law on a full-time basis; and
2. is engaged in Partial Disability Employment.

TOTAL DISABILITY or TOTALLY DISABLED means that during the Elimination Period and Maximum Benefit Period, an Insured Employee is unable:

1. to perform one or more of the Main Duties of his or her Specialty in the Practice of Law on a full-time basis;
2. because of a Disability which is caused by Injury or Sickness and started while the Employee was insured.

"Specialty in the Practice of Law" means that specialty the Insured Employee was practicing immediately prior to the date Total Disability started.

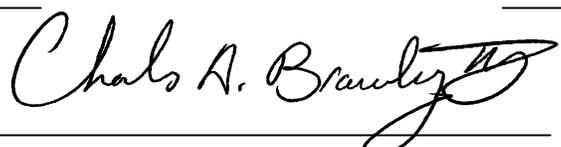
The effective date of this amendment is _____; but only with respect to disabilities commencing on or after such date.

Nothing contained in this amendment shall change any of the terms and conditions of the Policy, except as stated above.

Policyholder

Signature & Title of Officer

**THE LINCOLN NATIONAL
LIFE INSURANCE COMPANY**



Signature of Officer

AMENDMENT NO. 1

TO BE ATTACHED TO AND MADE A PART OF POLICY NO.: 00-000000

ISSUED TO: ABC Company

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

It is agreed that for physicians the definition[s] of ["Partial Disability or Partially Disabled" and] "Total Disability or Totally Disabled" shown in the Definitions section of the Policy will not apply. Instead, the following definition[s] of ["Partial Disability or Partially Disabled"] and "Total Disability or Totally Disabled" will apply to physicians:

PARTIAL DISABILITY or PARTIALLY DISABLED means that during the Elimination Period and Maximum Benefit Period, the Insured Employee:

1. is unable to perform one or more of the Main Duties of his or her Specialty in the Practice of Medicine on a full-time basis; and
2. is engaged in Partial Disability Employment.

TOTAL DISABILITY or TOTALLY DISABLED means that during the Elimination Period and Maximum Benefit Period, an Insured Employee is unable:

1. to perform one or more of the Main Duties of his or her Specialty in the Practice of Medicine on a full-time basis;
2. because of a Disability which is caused by Injury or Sickness and started while the Employee was insured.

"Specialty in the Practice of Medicine" means that specialty the Insured Employee was practicing immediately prior to the date Total Disability started.

The effective date of this amendment is _____; 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.

Policyholder

Signature & Title of Officer

**THE LINCOLN NATIONAL
LIFE INSURANCE COMPANY**


Signature of Officer

AMENDMENT NO. 1

TO BE ATTACHED TO AND MADE A PART OF POLICY NO.: 000000000
ISSUED TO: ABC Company
[FOR: Plan 1/Class 1/Participating Employer XYZ]

PRE-EXISTING CONDITION EXCLUSION FOR INCREASED MAXIMUM

A. It is agreed that the [Benefit Percentage,] Maximum Monthly Benefit and Minimum Monthly Benefit shown on the Schedule of Benefits are amended as follows:

[BENEFIT PERCENTAGE: 60%]
MAXIMUM MONTHLY BENEFIT: \$6,000
MINIMUM MONTHLY BENEFIT: \$100

B. The amount of insurance in excess of \$5,000 that becomes effective on April 1, 2010 is subject to the following provision.

PRE-EXISTING CONDITION EXCLUSION

The Policy will not cover the Monthly Benefit amount in excess of \$5,000 for any 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 Employee's Effective Date of the increase in coverage under the Policy[; unless such Insured Employee received no Treatment of the condition for 6 consecutive months after his or her Effective Date of the increase in coverage].

"Pre-Existing Condition" means a Sickness or Injury for which the Insured Employee received treatment within 3 months prior to the Insured Employee's Effective Date of the increase in coverage under the Policy.

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

C. The increased amount of insurance will not take effect on a date when the Insured Employee is away from Active Work due to a Sickness or Injury. In this event, the increased amount will become effective on his or her second consecutive day of 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-126585625 State: Arkansas
 Filing Company: The Lincoln National Life Insurance Company State Tracking Number: 45687
 Company Tracking Number: GL3001-LTD-1 10
 TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term
 Product Name: Group Long Term Disability
 Project Name/Number: 2010 LTD INCREMENTAL DISABILITY/SPECIALTY WORKSITE/GL3001-LTD-1 10

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification	Approved-Closed	05/17/2010
Comments:		
Attachment: FL04222010 LTD INC DI 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: FL04222010 LTD INC DI Variability.pdf		

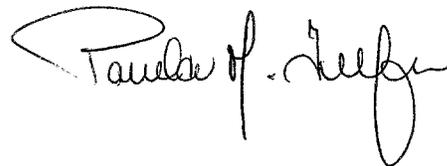
	Item Status:	Status Date:
Satisfied - Item: Filing Certification	Approved-Closed	05/17/2010
Comments:		
Attachment: FL04222010 LTD INC DI Certificate of Compliance.pdf		

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>
GL3001-LTD-1 10	55.5
GL3001-LTD-3 10	52.2
GL3001-LTD-12 10	56.1
GL3001-LTD-13.8 10	51.4
GL3001-LTD-13.9 10	50.9
GL3001-LTD-14-INT 10	51.5
GL3001-LTD-14-NON 10	50.6
GL3001-LTD-16 10	50.2
GL3001-LTD-32.1 10	54.8
GL3001-LTD-35-RB 10	62.3
GL3001-LTD-43-RIB	60.8
GL3001-AMEND.ATTY 10	66.5
GL3001-AMEND.PHYS 10	62.5
GL3001-AMEND.MAX 10	54.0
GL3002-LTD-CERT 10	58.7
GL3002-CERT-2 10	52.2
GL3002-CERT-9 10	56.1
GL3002-CERT-10.8 10	51.4
GL3002-CERT-10.9 10	50.9
GL3002-CERT-11-INT 10	51.5
GL3002-CERT-11-NON 10	50.6
GL3002-CERT-13 10	50.2
GL3002-CERT-29.1 10	54.8
GL3002-CERT-32-RB 10	62.3
GL3002-CERT-41-RIB	60.8
GL3002-AMEND.ATTY 10	66.5
GL3002-AMEND.PHYS 10	62.5
GL3002-AMEND.MAX 10	54.0



(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:

GL3001-LTD-1 10	GL3002-LTD-CERT 10
GL3001-LTD-3 10	GL3002-CERT-2 10
GL3001-LTD-12 10	GL3002-CERT-9 10
GL3001-LTD-13.8 10	GL3002-CERT-10.8 10
GL3001-LTD-13.9 10	GL3002-CERT-10.9 10
GL3001-LTD-14-INT 10	GL3002-CERT-11-INT 10
GL3001-LTD-14-NON 10	GL3002-CERT-11-NON 10
GL3001-LTD-16 10	GL3002-CERT-13 10
GL3001-LTD-32.1 10	GL3002-CERT-29.1 10
GL3001-LTD-35-RB 10	GL3002-CERT-32-RB 10
GL3001-LTD-43-RIB	GL3002-CERT-40-RIB
GL3001-AMEND.ATTY 10	GL3002-AMEND.ATTY 10
GL3001-AMEND.PHYS 10	GL3002-AMEND.PHYS 10
GL3001-AMEND.MAX 10	GL3002-AMEND.MAX 10

The above forms are for use with Group Policy Series GL3001 and Group Certificate Series GL3002.

Statement of Variable Material. Variable material is denoted in the forms by underlining or bracketing. The variability indicated in this Memorandum applies to both the policy version and certificate version of forms, unless otherwise indicated. The following variability is requested.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

I. FACE PAGES.

- A. On **policy** face page GL3001-LTD-1 10, we request variable filing of the following.
1. The underlined Group Policyholder's name, policy number, dates, premium, premium mode, and bracketed signatures.
 2. The underlined term group insurance service office and its address and phone numbers.
 3. The underlined state of delivery will be the situs state of the group policy.
 4. The bracketed statement at the bottom of the form will be included if the policy and certificate combined will be used as a master incorporation policy (aka "wrap around policy").
- B. On **certificate** face page GL3002-LTD-CERT 10, we request variable filing of the following.
1. The underlined/bracketed Group Policyholder's name, policy number, dates, and bracketed signature.
 2. The bracketed center section of the form, so that:
 - a. "no name" certs can be issued by showing the particular applicable class number/classification;
 - b. "personalized" certs can be printed on our issuance system (by substituting the insured's name and information specific to the insured such as cert number and effective date);
 - c. specific information as it pertains to the certificate being issued may be included, such as Class number/description, Plan number/description, a Participating Employer's name (subsidiary, division, or affiliate of the Group Policyholder), Participating Employer's Effective Date; or
 - d. a sticker may be affixed in this space with the pertinent information.
 3. The underlined term group insurance service office and its address and phone numbers.
 4. We request the bracketed statements regarding the certificate containing the main provisions of the policy and the certificate providing a summary of the policy's provisions be filed as omit-only variable so the appropriate statement may appear for the policy and certificates being issued.

II. DEFINITIONS. Forms GL3001-LTD-3 10 and GL3002-CERT-2 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 [Policyholder/Employer/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 Employer 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 Policyholder/Employer/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 [Policyholder/Employer/Participating Employer] who is engaged in employment [on a part-time/or full-time basis for the Minimum Hours shown in the Schedule of Benefits 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 [Policyholder's/Employer/Participating Employer] 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.]

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

2. 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.
 3. The bracketed statement at the end of this definition may be omitted.
- B. The **ANNUAL ENROLLMENT PERIOD** may be included if requested by the Group Policyholder and agreed upon by an underwriter. If included, the following variability applies.
1. The bracketed material in the first paragraph will define the circumstances permitted for the enrollment period and whether the enrollment period applies to those who have increased coverage.
 2. The second paragraph may be omitted if this information is included on the Schedule of Benefits; otherwise, the following are variable:
 - a. the underlined dates will provide the range for the duration;
 - b. the circumstances permitted for the enrollment period; and
 - c. the type of coverage for which the enrollment period is to apply.
- C. **ANNUAL SALARY** or **BASIC MONTHLY 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. The bracketed exception at the end of the definition may be omitted if Partial Disability is not included.
- D. Underlined Group Insurance Service Office address is variable in the definition of **COMPANY** in the event it needs to be updated.
- E. The underlined "or Partial Disability" in the definition of **DISABLED** or **DISABILITY** is variable so it may be omitted if only Total Disability is included.
- F. The bracketed items under the definition of **ELIMINATION PERIOD** are omit variables; the underlined portions are to be filed as variable. The bracketed phrases "for Class 1" and "for Class 2" may be omitted or included so the definition can be uniform or differ by class with the underlined Class and number to be filed as variable so it may be adjusted accordingly to reflect the class description or different class number. The bracketed term "**Total**" may be omitted so that all Disability days will count under residual Partial Disability plans or included so only Total Disability days will count under non-residual Partial Disability plans. The bracketed term "or first day of Physician's care, if later" may be omitted but not reworded. Item (1) may be included if the required number of days can accumulate over a period twice that duration; whereas, item (2) may be included if the required number of days can be gapped by a brief return to work (usually 14 days).
- G. 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. A specific employer, subsidiary, affiliate or affiliates may be named to which the definition applies.
 3. The minimum hours may be reflected in the definition in lieu of the Schedule of Benefits. 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 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).
 8. If only Full-Time Employees are included, the definition of Employee may be omitted to avoid redundancy.
- H. **EMPLOYER** definition is variable, so that case-specific information can be substituted.
- I. The **EVIDENCE OF INSURABILITY** definition is may be omitted if not applicable. The bracketed sentence within the definition may be omitted or a phrase may be added to indicate to whom this may apply: "For late entrants," "if a

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

Person enrolls after the enrollment period has ended," "For Employees electing [supplemental, Optional, Voluntary, Buy-Up] coverage," "For Insured Persons electing an increase in coverage," or a combination of the latter two with "For late entrants."

- J. **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. A specific employer, subsidiary, affiliate or affiliates may be named to which the definition applies.
- K. The underlined period in the definition of **FULL-TIME** may be substituted with case-specific information. The bracketed sentence may be omitted. If included, the number of hours may be substituted with case-specific information. In addition, this definition can be omitted in its entirety in the event Partial Disability Benefits are not included.
- L. The inclusion of the definition of **GAINFUL OCCUPATION** will be determined by the benefit structure elected by the Group Policyholder. The underlined percentage is variable to range from 50% to 80%; the underlined number of months may range from 6 months to 24 months.
- M. 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 day or ends on a date other than the last day of the month.
- N. In the **MAIN 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.
- O. **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. A specific employer, subsidiary, affiliate or affiliates may be named to which the definition applies.
- P. The underlined "or Partial Disability" in the definition of **MONTHLY BENEFIT** is variable so it may be omitted if only Total Disability is included.
- Q. **OPEN ENROLLMENT PERIOD** may be included if requested by the Group Policyholder and agreed upon by an underwriter. If included, the following variability applies.
 - 1. The bracketed material in the first paragraph will define the circumstances permitted for the enrollment period and whether the enrollment period applies to those who have increased coverage.
 - 2. The second paragraph may be omitted if this information is included on the Schedule of Benefits; otherwise, the following are variable:
 - a. the underlined dates will provide the range for the duration;
 - b. the circumstances permitted for the enrollment period; and
 - c. the type of coverage for which the enrollment period is to apply.
- R. Under **OWN OCCUPATION PERIOD**, the underlined material may be replaced with information normally placed on the Schedule of Benefits.
- S. The **PAID TIME-OFF (PTO) PLAN** definition may be included in lieu of the **SICK LEAVE** or **SALARY CONTINUANCE PLAN** definition, if applicable.
- T. The **PARTIALLY DISABLED** or **PARTIAL DISABILITY** definition may be omitted in its entirety if only Total Disability Benefits are to be provided. The bracketed term "Gainful Occupation" in item (2) of the definition will be included for cost containment plans; the bracketed "occupation which his or her training, education or experience will reasonably allow" will be included for standard or higher-option plans.
- U. In the **PARTIAL DISABILITY EMPLOYMENT** definition, the underlined earnings requirement may range from 10% to 30% of Pre-Disability Income. In addition, this definition may be omitted if only Total Disability Benefits are to be provided.
- V. The **RETIREMENT BENEFIT** definition is filed as an omit-only variable so it may be omitted for a non-integrated plan.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

- W. The **RETIREMENT PLAN** definition may be omitted in its entirety for non-integrated plans. In the second paragraph of this definition, the bracketed and underlined text in item (2) may be included for a school employer group, if applicable. In the last paragraph of the definition, the underlined term "401(k)" is variable so it may be changed to reflect the specific type of plan not to be included.
- X. 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.
- Y. The **TOTAL COVERED PAYROLL** definition may be omitted when premium is on some other basis than the group's total covered payroll.
- Y. Under the definition of **TOTAL DISABILITY or TOTALLY DISABLED**, the bracketed term "Gainful Occupation" in item (2) of the definition will be included for cost containment plans; the bracketed "occupation which his or her training, education or experience will reasonably allow" will be included for standard or higher-option plans. The bracketed "a pilot's license" may be included if applicable.
- Z. The **WAITING PERIOD** definition is the definition for the eligibility waiting period. The definition may be omitted if not applicable. The alternate version of the text is: "means the period of time a [person/employee] must be in an eligible class with the [Policyholder/Employer], before he or she becomes eligible to enroll for coverage under [this/the] Policy."

III. **TOTAL DISABILITY MONTHLY BENEFIT.** Forms GL3001-LTD-12 10 and GL3002-CERT-9 10 describe the Total Disability Monthly Benefit provision and benefit calculation. The following variability for the bracketed provisions and benefit calculations are described below.

- A. **BENEFIT** section.
 - 1. In the second paragraph, the bracketed "earlier/earliest" and the punctuation "; or" will be used if only items 1 and 2 are included. "Earliest" will be used if all three items are included with the appropriate punctuation.
 - 2. The bracketed item (3) in this second paragraph may be omitted if Partial Disability Benefits are not included. Within this item (3), the bracketed "any occupation" will be used for standard or higher option plans and "any Gainful Occupation" will be used for cost containment plans.
 - 3. In the fourth paragraph of this section, the bracketed item (1)(c) may be omitted.
 - 4. The underlined number of times an exam can be postponed can be 2, 3 or a general statement such as "a reasonable number of times."
 - 5. The bracketed item (3), requiring timely application for Other Income Benefits, may be omitted for non-integrated plans.
 - 6. The underlined period for submitting more proof may range from 45 to 90 days.
 - 7. The bracketed item (4) may be omitted if a mandatory vocational rehabilitation benefit provision is not included.
- B. The bracketed **AMOUNT** sections detail the various methods for calculating the amount of the Total Disability Monthly Benefit. The appropriate bracketed Amount section will be included based on the plan design. Respectively, the Amount sections detail the following calculations:
 - integrated benefit
 - flat, integrated benefit
 - all source integrated benefit
 - flat, all source integrated benefit
 - backdoor integration with certain sources
 - flat benefit, backdoor integration with certain sources
 - non-integrated benefit
 - flat, non-integrated benefit
- C. Within the **AMOUNT** sections, the following variability applies.
 - 1. The bracketed "Class 1/Plan 1" may be included, if necessary, for groups with more than one class or plan that have different benefits;

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

2. Within the bracketed text in the second paragraph of the Amount sections, the underlined term "Other Income Benefits" may be replaced with a subcategory listed under the Other Income Benefits definition; the underlined percentages are to be filed as variable to coincide with the group's plan design; or the bracketed text may be omitted.
3. The underlined "pay received under the Employer's Sick Leave or Salary Continuance Plan" may be replaced by any of the income sources listed on in the Other Income Benefits definition (such as Other Insurance Plans, Employer's Retirement Plan, etc.)
4. The bracketed reference to Maximum may be omitted for the flat amount calculations.

IV. PARTIAL DISABILITY BENEFIT formulas.

- A. Forms GL3001-LTD-13.8 10 and GL3002-CERT-10.8 10 describe the "**progressive**" formula for non-integrated plans.
 1. In the first paragraph of the **BENEFIT AMOUNT**, "Lost Income" may be used for standard plans; whereas, "Lost Earning Capacity" may be used for cost containment plans.
 2. The first bracketed calculation reflects the standard progressive calculation that may be used for standard plans that are non-integrated.
 3. The second bracketed calculation reflects the progressive calculation that may be used for cost containment plans that are non-integrated.
 4. The last bracketed paragraph is to be included for cost containment plans.
- B. Forms GL3001-LTD-13.9 10 and GL3002-CERT-10.9 10 describe the "**progressive**" formula for flat benefit plans that are either integrated or non-integrated.
 1. In the first paragraph of the **BENEFIT AMOUNT**, "Lost Income" may be used for standard plans; whereas, "Lost Earning Capacity" may be used for cost containment plans.
 2. The first bracketed calculation reflects the standard progressive calculation that may be used for flat benefit plans that are integrated.
 3. The second bracketed calculation reflects the progressive calculation that may be used for flat benefit plans that are non-integrated.
 4. The third bracketed calculation reflects the progressive calculation that may be used for flat benefit plans that are integrated cost containment plans.
 5. The fourth bracketed calculation reflects the progressive calculation that may be used for flat benefit plans that are non-integrated cost containment plans.
 6. The bracketed "Maximum" and "Benefit Percentage" may be omitted if not applicable.
 7. The last bracketed paragraph is to be included for cost containment plans.

V. OTHER INCOME BENEFITS. Forms GL3001-LTD-14-INT 10 and GL3002-CERT-11-INT 10 describe the offsets used with integrated plans. The bracketed Class/Plan may be included to reflect the particular class or plan applicable if there is more than one class or plan. The following additional variability applies.

- A. Under the **OTHER INCOME BENEFITS**, the variability is described as follows.
 1. **Other Compulsory Benefits.**
 - a. Item (1) may be included or omitted.
 - b. Item (2) may be included or omitted.
 - c. Item (3) may be included or omitted.
 2. **Other Insurance Plans.**
 - a. Item (2) may be included where over-insurance may be a concern.
 - b. Item (3) may be included where over-insurance due to the sources listed is a concern. One or more of the sources listed may be included for a custom case.
 3. **Employee Benefit Plans.**
 - a. This offset may be omitted if the Group Policyholder/Participating Employer does not have a Sick Leave or Salary Continuance Plan or Paid Time-Off Plan or if such plan is not to be included as an offset.
 - b. The bracketed "vacation pay, severance pay, or" is to be omitted if a Paid Time-Off (PTO) plan is to be an offset since a PTO plan encompasses such pay as 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 time, personal time are all lumped together and used as the employee wishes).
 4. **Social Security and other Government Retirement Plans.**

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

- a. The bracketed phrase, "After the first year of Disability," will be omitted normally (to permit such integration immediately) but it can be included to delay such integration for a specified period (6 to 24 months).
 - b. The bracketed language concerning dependent benefits will be included as the standard to permit Primary and Family Social Security Integration); however, it can be omitted when the group elects Primary Only Social Security Integration.
 - c. The underlined text in the second paragraph may be replaced with the name of the specific plan for the teachers' retirement fund or public employees' retirement fund, or it may be omitted if not applicable.
5. **Earnings.**
- a. 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.
 - b. The items in (1)(a) and (b) may be included or omitted as applicable to plan/class/group.
 - c. Any of the items listed may be included or omitted as applicable to the group.
6. **Recovery from a Third Party.**
- a. This section is to be filed as a drop-out variable.
 - b. The underlined percentage to be offset may typically range from 50% to 100%.
7. **Exceptions.**
- a. The underlined "401(k)" in item (7) may be changed to reflect the specific plan applicable.
 - b. The bracketed item (8) may be omitted if not applicable; or those items listed may be included or omitted as applicable to the specific group.
 - c. In item (9), one or more of the items listed may be omitted if not to be included as offsets under Other Insurance Plans.
 - d. For item (10), the underlined material may be replaced with the name of the specific plan for the teachers' retirement fund or public employees' retirement fund or the item may be omitted in its entirety.

- B. In the Lump Sum Payments paragraph under **RULES FOR OTHER INCOME OFFSETS**, item (3) may limit the pro ration period to 60 months or any longer period up to the Maximum Benefit Period.

VI. RULES CONCERNING EARNINGS AND OTHER INCOME BENEFITS. Forms GL3001-LTD-14-NON 10 and GL3002-CERT-11-NON 10 are forms to be included with non-integrated plans. The bracketed Earnings in the heading may be removed if Partial Disability is not included. The bracketed Class/Plan may be included to reflect the particular class or plan applicable if there is more than one class or plan. The following additional variability applies.

- A. In the first paragraph of the provision, the bracketed text regarding Partial Disability Employment may be omitted if only Total Disability Benefits are provided.
- B. The bracketed Earnings section may be omitted if Partial Disability is not included. If included, the following variability applies.
 1. 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.
 2. The items in (1)(a) and (b) may be included or omitted as applicable to plan/class/group.
 3. Any of the items listed may be included or omitted as applicable to the group.
- C. In the **Refunding Overpayments** section, the period may range from 60 to 90 days.

VII. EXCLUSIONS. Forms GL3001-LTD-16 10 and GL3002-CERT-13 10 provide the general exclusions and any pre-existing condition exclusion.

- A. Under the **GENERAL EXCLUSIONS** provision, the following variability applies.
 1. Item (7) may be omitted if the policy does not include any mandatory vocational rehabilitation benefit.
 2. Item (8) may be omitted if not applicable to the group policyholder.
 3. In item (8), the underlined jurisdiction may be included or omitted or other countries may be added; and the underlined duration may range from 1 month to 24 months (12 months is the standard).
- B. The **PRE-EXISTING CONDITIONS EXCLUSION** may be included or omitted, as applicable. If included, the following will apply.
 1. The bracketed "or Partial" may be omitted if Partial Disability is not included.
 2. The underlined exclusion period may not exceed 24 months.
 3. The bracketed treatment free period will be included if applicable.
 4. The underlined duration of the treatment free period may not exceed 12 months.
 5. In the definition of Pre-Existing Condition, the underlined look-back period may not exceed 12 months.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

6. If a 5-day pre-ex applies, then the underlined exclusion period will read 5 days; the bracketed treatment free period will not be included; and the underlined look-back period will read 30 days.
7. The bracketed sentence may be added if the exclusion applies to any increase in coverage.

VIII. INFECTIOUS DISEASE BENEFIT. Forms GL3001-LTD-32.1 10 and GL3002-CERT-29.1 10.

- A. The bracketed text under the **BENEFIT** and **AMOUNT** sections may be omitted if there is no Partial Disability benefit included.
- B. In the **DURATION** section, the bracketed reference to "or Partial" in item (1) may be omitted if there is no Partial Disability benefit included; and in item (2), the time period may range from six months to the date the insured attains his or her SSNRA.

IX. RECOVERY BENEFIT. Forms GL3001-LTD-35-RB 10 and GL3002-CERT-32-RB 10.

- A. In item (2) of the **BENEFIT** section, the following are variable.
 1. the bracketed reference to "Partial" may be omitted if Partial Disability is not included.
 2. the bracketed "for at least 1 month" may be omitted in its entirety or may be increased.
 3. In item (4), the underlined 100% may be lowered to accommodate group requests.
- B. Under the **TERMINATION OF RECOVERY BENEFIT** section, the following variability applies.
 1. In item (1), the underlined 100% may be lowered to accommodate group requests.
 2. In item (2), the underlined six months may be increased or decreased in order to satisfy a group policyholder's requirements.
- C. **DEFINITIONS.**
 1. In the definition of "**Full-Time**," the bracketed sentence may be omitted; the number of hours may be changed to accommodate a custom case.
 2. In the example provided under the definition of "**Production Earnings**," the underlined reference to doctors, patients, etc. may be changed to accommodate a different occupation and use clients (or some other appropriate term) instead of patients, as applicable to the group. The underlined amounts and table are to be filed as variable to accommodate case-specific information.

X. REHABILITATION INCENTIVE BENEFIT. Forms GL3001-LTD-43-RIB and GL3002-CERT-41-RIB provide a benefit to an insured person who is disabled and actively participates in an approved rehabilitation program. We request the following variability.

- A. In the **BENEFIT** section, the bracketed reference to "Partially" Disabled may be omitted when only Total Disability applies.
- B. In the **AMOUNT** section, the bracketed phrase referencing Other Income Benefits may be omitted for non-integrated plans.
- C. Under the **DURATION** section, the bracketed reference to "Partial" Disability in the second paragraph may be omitted when only Total Disability applies.
- D. In the **PROOF** section, the underlined "Group Insurance Service Office" is variable so requests can be directed elsewhere when other claims processing arrangements have been made.

XI. AMENDMENTS.

- A. Amendment forms GL3001-AMEND.ATTY 10 and GL3002-AMEND.ATTY 10 liberalize the Partial Disability and Total Disability definitions for **attorneys**, applying an "Own Specialty" definition. We request variable filing of:
 1. the case-specific information: amendment number, group policy number, policyholder name, plan, class, Participating Employer, effective date;
 2. the bracketed references to Partial Disability to be omitted for plans that include only Total Disability;
 3. in the policy version, the bracketed policyholder signature block so it may be dropped out when used with new issues or included when used with inforce groups that require a bilateral amendment; and
 4. the signatures.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

- B. Amendment forms GL3001-AMEND.PHYS 10 and GL3002-AMEND.PHYS 10 liberalize the Partial Disability and Total Disability definitions for **attorneys**, applying an "Own Specialty" definition. We request variable filing of the:
1. case-specific information: amendment number, group policy number, policyholder name, plan, class, Participating Employer, effective date;
 3. bracketed references to Partial Disability to be omitted for plans that include only Total Disability;
 3. bracketed policyholder signature block so it may be dropped out when used with new issues or included when used with inforce groups that require a bilateral amendment; and
 4. signatures.
- C. Amendment forms GL3001-AMEND.MAX 10 and GL3002-AMEND.MAX 10 are amendments that provide the conditions for the application of the pre-existing condition exclusion in the event the benefit percentage or maximum monthly benefit is increased as requested by the group policyholder.
1. The underlined amendment number, group policy number, policyholder name, plan, class, Participating Employer, and dates throughout the forms are to be filed as variable.
 2. The bracketed benefit percentage shown in items A and B may be omitted if not applicable to the plan or there is no change in the percentage.
 3. The benefit amounts are variable to reflect the case-specific information.
 4. Under the **PRE-EXISTING CONDITION EXCLUSION** :
 - a. the underlined exclusion period may not exceed 24 months;
 - b. the bracketed treatment free period will be included if applicable;
 - c. the underlined duration of the treatment free period may not exceed 12 months;
 - d. in the definition of Pre-Existing Condition, the underlined look-back period may not exceed 12 months.
 5. We request the Company officer's signature and the policyholder acceptance date, signature, and title to be filed as variable.

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

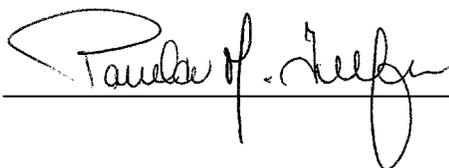
Insurer: The Lincoln National Life Insurance Company

Filing Reference: LTD Incremental Disability/Specialty Worksite

Form Number(s):

GL3001-LTD-1 10	GL3002-LTD-CERT 10
GL3001-LTD-3 10	GL3002-CERT-2 10
GL3001-LTD-12 10	GL3002-CERT-9 10
GL3001-LTD-13.8 10	GL3002-CERT-10.8 10
GL3001-LTD-13.9 10	GL3002-CERT-10.9 10
GL3001-LTD-14-INT 10	GL3002-CERT-11-INT 10
GL3001-LTD-14-NON 10	GL3002-CERT-11-NON 10
GL3001-LTD-16 10	GL3002-CERT-13 10
GL3001-LTD-32.1 10	GL3002-CERT-29.1 10
GL3001-LTD-35-RB 10	GL3002-CERT-32-RB 10
GL3001-LTD-43-RIB	GL3002-CERT-40-RIB
GL3001-AMEND.ATTY 10	GL3002-AMEND.ATTY 10
GL3001-AMEND.PHYS 10	GL3002-AMEND.PHYS 10
GL3001-AMEND.MAX 10	GL3002-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