

State: Arkansas **Filing Company:** The Lincoln National Life Insurance Company
TOI/Sub-TOI: H11G Group Health - Disability Income/H11G.002 Short Term
Product Name: Group Short Term Disability
Project Name/Number: 2012 STD Enhancements/GL1101-3-STD 12

Filing at a Glance

Company: The Lincoln National Life Insurance Company
Product Name: Group Short Term Disability
State: Arkansas
TOI: H11G Group Health - Disability Income
Sub-TOI: H11G.002 Short Term
Filing Type: Form
Date Submitted: 10/26/2012
SERFF Tr Num: JEPT-128585754
SERFF Status: Closed-Approved
State Tr Num:
State Status: Approved-Closed
Co Tr Num: GL1101-3-STD 12

Implementation: On Approval
Date Requested:
Author(s): Cindi Allgire, Matt Rotundo, Debbie Turek, Benjamin Davis, Lyn Ropell
Reviewer(s): Donna Lambert (primary)
Disposition Date: 11/29/2012
Disposition Status: Approved
Implementation Date:

State Filing Description:

State: Arkansas **Filing Company:** The Lincoln National Life Insurance Company
TOI/Sub-TOI: H11G Group Health - Disability Income/H11G.002 Short Term
Product Name: Group Short Term Disability
Project Name/Number: 2012 STD Enhancements/GL1101-3-STD 12

General Information

Project Name: 2012 STD Enhancements Status of Filing in Domicile: Pending
Project Number: GL1101-3-STD 12 Date Approved in Domicile:
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
Group Market Type: Employer, Association, Other Explanation for Other Group Market Type: Labor Union
Overall Rate Impact: Filing Status Changed: 11/29/2012
State Status Changed: 11/29/2012
Deemer Date: Created By: Benjamin Davis
Submitted By: Benjamin Davis Corresponding Filing Tracking Number:

Filing Description:

NAIC No.: 0020-65676

Re: Group Short Term Disability Forms
Forms: GL1101-3-STD 12, et al. (See the Form Schedule)

Enclosed for filing with your Department are copies of the above-captioned forms. We are requesting that these forms be approved for use with our previously approved Group Policy Series GL1101 and Group Certificate Series GL1102 forms. These forms are new and will not replace existing forms. The forms will be marketed by licensed agents and brokers primarily to employer groups, but also may be used with labor union or eligible association groups.

These new forms include updates to our Definitions, Eligibility and Effective Dates, Individual Terminations, Premiums and Premium Rates, Policy Termination, Weekly Disability Income Insurance, Vocational Rehabilitation Benefit, Reasonable Accommodation Benefit, and Prior Insurance Credit Upon Transfer of Insurance Carriers.

An appendix of variability, form number SOV-GL11013STD12-(7/12), and a readability certification are included under the Supporting Documentation tab.

Your review and notice of approval will be greatly appreciated. If you have questions, please feel free to contact me.

Thank you,

Benjamin Davis, JD
Compliance Analyst
Insurance Solutions - Product Compliance
Lincoln Financial Group
8801 Indian Hills Drive
Omaha, NE 68114
Toll Free: (800) 423-2765 ext. 7495
Phone: (402) 361-7495
Fax: (402) 361-2568
Email: benjamin.davis@lfg.com

State: Arkansas **Filing Company:** The Lincoln National Life Insurance Company
TOI/Sub-TOI: H11G Group Health - Disability Income/H11G.002 Short Term
Product Name: Group Short Term Disability
Project Name/Number: 2012 STD Enhancements/GL1101-3-STD 12

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: \$1,200.00
 Retaliatory? No
 Fee Explanation: Filing/review of each Life and/or Accident and Health rate filing or loss ratio guarantee filing, per form equals \$50.00.

 \$50.00 per form x 24 forms = \$1200.00
 Per Company: No

Company	Amount	Date Processed	Transaction #
The Lincoln National Life Insurance Company	\$1,200.00	10/26/2012	64321346

State: Arkansas
TOI/Sub-TOI: H11G Group Health - Disability Income/H11G.002 Short Term
Product Name: Group Short Term Disability
Project Name/Number: 2012 STD Enhancements/GL1101-3-STD 12

Filing Company: The Lincoln National Life Insurance Company

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Donna Lambert	11/29/2012	11/29/2012

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Donna Lambert	11/07/2012	11/07/2012

Response Letters

Responded By	Created On	Date Submitted
Benjamin Davis	11/13/2012	11/14/2012

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Prior Insurance Credit	Benjamin Davis	11/07/2012	11/14/2012
Form	Prior Insurance Credit	Benjamin Davis	11/07/2012	11/14/2012
Supporting Document	Flesch Certification	Benjamin Davis	11/07/2012	11/14/2012
Supporting Document	Statement of Variability	Benjamin Davis	11/07/2012	11/14/2012
Supporting Document	Filing Certification	Benjamin Davis	11/07/2012	11/14/2012
Supporting Document	Policy and Certificate Forms with New Language Highlighted	Benjamin Davis	11/07/2012	11/07/2012

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Thank You	Note To Filer	Donna Lambert	11/07/2012	11/07/2012
Highlighted Forms -	Note To Reviewer	Benjamin Davis	11/07/2012	11/07/2012

SERFF Tracking #:

JEPT-128585754

State Tracking #:**Company Tracking #:**

GL1101-3-STD 12

State:

Arkansas

Filing Company:

The Lincoln National Life Insurance Company

TOI/Sub-TOI:

H11G Group Health - Disability Income/H11G.002 Short Term

Product Name:

Group Short Term Disability

Project Name/Number:

2012 STD Enhancements/GL1101-3-STD 12

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Redline Version	Note To Filer	Donna Lambert	11/07/2012	11/07/2012
Forms Clarification -	Note To Reviewer	Benjamin Davis	11/06/2012	11/06/2012
New forms contain Updates	Note To Filer	Donna Lambert	11/06/2012	11/06/2012

State: Arkansas
TOI/Sub-TOI: H11G Group Health - Disability Income/H11G.002 Short Term
Product Name: Group Short Term Disability
Filing Company: The Lincoln National Life Insurance Company
Project Name/Number: 2012 STD Enhancements/GL1101-3-STD 12

Disposition

Disposition Date: 11/29/2012

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document (revised)	Flesch Certification	Approved	Yes
Supporting Document	Flesch Certification	Replaced	Yes
Supporting Document	Application	Approved	Yes
Supporting Document (revised)	Statement of Variability	Approved	Yes
Supporting Document	Statement of Variability	Replaced	Yes
Supporting Document (revised)	Filing Certification	Approved	Yes
Supporting Document	Filing Certification	Replaced	Yes
Supporting Document	Policy and Certificate Forms with New Language Highlighted	Approved	Yes
Form	Definitions	Approved	Yes
Form	Eligibility and Effective Dates	Approved	Yes
Form	Individual Terminations	Approved	Yes
Form	Premiums and Premium Rates	Approved	Yes
Form	Policy Termination	Approved	Yes
Form	Weekly Disability Income Insurance	Approved	Yes
Form	Weekly Disability Income Insurance (Continued)	Approved	Yes
Form	Weekly Disability Income Insurance (Continued)	Approved	Yes

State: Arkansas **Filing Company:** The Lincoln National Life Insurance Company
TOI/Sub-TOI: H11G Group Health - Disability Income/H11G.002 Short Term
Product Name: Group Short Term Disability
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Schedule	Schedule Item	Schedule Item Status	Public Access
Form	Vocational Rehabilitation Benefit	Approved	Yes
Form	Reasonable Accommodation Benefit	Approved	Yes
Form (revised)	Prior Insurance Credit	Approved	Yes
Form	Prior Insurance Credit	Approved	Yes
Form (revised)	Prior Insurance Credit	Approved	Yes
Form	Prior Insurance Credit	Replaced	Yes
Form	Policy Amendment	Approved	Yes
Form	Definitions	Approved	Yes
Form	Eligibility and Effective Dates	Approved	Yes
Form	Individual Terminations	Approved	Yes
Form	Weekly Disability Income Insurance	Approved	Yes
Form	Weekly Disability Income Insurance (Continued)	Approved	Yes
Form	Weekly Disability Income Insurance (Continued)	Approved	Yes
Form	Vocational Rehabilitation Benefit	Approved	Yes
Form	Reasonable Accommodation Benefit	Approved	Yes
Form (revised)	Prior Insurance Credit	Approved	Yes
Form	Prior Insurance Credit	Replaced	Yes
Form (revised)	Prior Insurance Credit	Approved	Yes
Form	Prior Insurance Credit	Replaced	Yes
Form	Certificate Amendment	Approved	Yes

State: Arkansas **Filing Company:** The Lincoln National Life Insurance Company
TOI/Sub-TOI: H11G Group Health - Disability Income/H11G.002 Short Term
Product Name: Group Short Term Disability
Project Name/Number: 2012 STD Enhancements/GL1101-3-STD 12

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	11/07/2012
Submitted Date	11/07/2012
Respond By Date	12/07/2012

Dear Ben Davis,

Introduction:

Objection 1

- Definitions, GL1101-3-STD 12 (Form)
- Definitions, GL1102-1-STD 12 (Form)

Comments: Just out of curiosity, what is the purpose of redefining the injury as a sickness if the Disability begins more than [60] days after the injury?

Objection 2

- Individual Terminations, GL1101-5-STD-TE (Form)
- Individual Terminations, GL1102-2-STD-TE (Form)

Comments: Items (5) and (6) in the Termination provision should state that they are subject to the grace period. Please consider adding this information.

Objection 3

- Prior Insurance Credit, GL1101-AMEND.PC2 12 (Form)
- Prior Insurance Credit, GL1101-AMEND.PC3 12 (Form)

Comments: The Prior Plan provision does not appear to comply with ACA 23-86-108. Please revise as necessary.

(7)(A) Every insurer, hospital or medical service corporation, fraternal benefit society, self-funded health care plan, or health maintenance organization providing replacement coverage, with respect to group accident and health benefits within a period of sixty (60) days from the date of discontinuance of a prior plan, shall immediately cover all employees and dependents:

(i) If each employee or dependent was validly covered under the previous plan at the date of the discontinuance;

(ii) If each employee or dependent is a member of the class of individuals eligible for coverage under the succeeding carrier's plan, regardless of any of the plan's limitations or exclusions relating to "actively at work" or hospital confinement; and

(iii) Only if the group accident and health benefits were provided to a group consisting of more than fifteen (15) members.

(B) The succeeding carrier shall be entitled to deduct from its benefits any benefits payable by the previous carrier pursuant to an extension of benefits provision.

Objection 4

- Premiums and Premium Rates, GL1101-6-GRSTD (Form)
- Policy Termination, GL1101-7-GRSTD (Form)

Comments: The [Employer] is not responsible for paying the premium during the grace period if the 31-day grace period expires. Please clarify this and revise or remove the last sentence from the [Grace Period/Termination by Group Policyholder] provision.

Objection 5

- Weekly Disability Income Insurance (Continued), GL1101-16-INT 12 (Form)

State: Arkansas **Filing Company:** The Lincoln National Life Insurance Company
TOI/Sub-TOI: H11G Group Health - Disability Income/H11G.002 Short Term
Product Name: Group Short Term Disability
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- Weekly Disability Income Insurance (Continued), GL1101-16-NON 12 (Form)
- Weekly Disability Income Insurance (Continued), GL1102-9-INT 12 (Form)
- Weekly Disability Income Insurance (Continued), GL1102-9-NON 12 (Form)

Comments: Please explain item (2) in the Pre-Existing Condition Limitation provision regarding ' . . . unless the Insured Person received no Treatment of the condition for [9 months] in a row after his or her Effective Date.

This appears to extend the pre-existing period longer than 12 months, unless I am mistaken.

Conclusion:

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,
Donna Lambert

State: Arkansas **Filing Company:** The Lincoln National Life Insurance Company
TOI/Sub-TOI: H11G Group Health - Disability Income/H11G.002 Short Term
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Project Name/Number: 2012 STD Enhancements/GL1101-3-STD 12

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	11/13/2012
Submitted Date	11/14/2012

Dear Donna Lambert,

Introduction:

Response 1

Comments:

When a plan has 1st day accident wording, we feel that it is important to distinguish the source of the disability. That is, whether the disability is due to a sickness or an injury. As you know, the type of disability may affect the day benefits begin. We have included the transition from injury to sickness at 60 days because it reduces the additional liability that may be present in a 1st day accident policy. If an insured person is hurt in an accident, we anticipate that he or she would receive treatment and become disabled within 60 days of the injury. We find that anything beyond 60 days is more aptly characterized as a sickness.

Related Objection 1

Applies To:

- Definitions, GL1101-3-STD 12 (Form)
- Definitions, GL1102-1-STD 12 (Form)

Comments: Just out of curiosity, what is the purpose of redefining the injury as a sickness if the Disability begins more than [60] days after the injury?

Changed Items:

- No Supporting Documents changed.
- No Form Schedule items changed.
- No Rate/Rule Schedule items changed.

Response 2

Comments:

Due to drafting practices and policy layout standards, we would prefer to keep language addressing the grace period on the Premium and Premium Rates pages. The Department has our assurances that - in situations where a grace period is applicable - the policy will be administered appropriately.

Related Objection 2

Applies To:

- Individual Terminations, GL1101-5-STD-TE (Form)
- Individual Terminations, GL1102-2-STD-TE (Form)

Comments: Items (5) and (6) in the Termination provision should state that they are subject to the grace period. Please consider adding this information.

State:	Arkansas	Filing Company:	The Lincoln National Life Insurance Company
TOI/Sub-TOI:	H11G Group Health - Disability Income/H11G.002 Short Term		
Product Name:	Group Short Term Disability		
Project Name/Number:	2012 STD Enhancements/GL1101-3-STD 12		

Changed Items:

No Supporting Documents changed.
No Form Schedule items changed.
No Rate/Rule Schedule items changed.

Response 3**Comments:**

Per your request and the requirements of ACA 23-86-108, we have revised the forms to include the correct period for discontinuance and replacement.

Related Objection 3

Applies To:

- Prior Insurance Credit, GL1101-AMEND.PC2 12 (Form)
- Prior Insurance Credit, GL1101-AMEND.PC3 12 (Form)

Comments: The Prior Plan provision does not appear to comply with ACA 23-86-108. Please revise as necessary.

(7)(A) Every insurer, hospital or medical service corporation, fraternal benefit society, self-funded health care plan, or health maintenance organization providing replacement coverage, with respect to group accident and health benefits within a period of sixty (60) days from the date of discontinuance of a prior plan, shall immediately cover all employees and dependents:

(i) If each employee or dependent was validly covered under the previous plan at the date of the discontinuance;

(ii) If each employee or dependent is a member of the class of individuals eligible for coverage under the succeeding carrier's plan, regardless of any of the plan's limitations or exclusions relating to "actively at work" or hospital confinement; and

(iii) Only if the group accident and health benefits were provided to a group consisting of more than fifteen (15) members.

(B) The succeeding carrier shall be entitled to deduct from its benefits any benefits payable by the previous carrier pursuant to an extension of benefits provision.

Changed Items:

No Supporting Documents changed.

State: Arkansas
 TOI/Sub-TOI: H11G Group Health - Disability Income/H11G.002 Short Term
 Product Name: Group Short Term Disability
 Project Name/Number: 2012 STD Enhancements/GL1101-3-STD 12

Filing Company: The Lincoln National Life Insurance Company

Form Schedule Item Changes:

Form Schedule Item Changes								
Item No.	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	Prior Insurance Credit	GL1101-AMEND.PC212 AR	POLA	Initial		55.100	AMENDPC212 AR.pdf	Date Submitted: 11/14/2012 By: Benjamin Davis
<i>Previous Version</i>								
1	<i>Prior Insurance Credit</i>	<i>GL1101-AMEND.PC212</i>	<i>POLA</i>	<i>Initial</i>		<i>55.100</i>	<i>AMENDPC212.pdf</i>	<i>Date Submitted: 10/26/2012 By: Benjamin Davis</i>
2	Prior Insurance Credit	GL1101-AMEND.PC312 AR	POLA	Initial		51.800	AMENDPC312 AR.pdf	Date Submitted: 11/14/2012 By: Benjamin Davis
<i>Previous Version</i>								
2	<i>Prior Insurance Credit</i>	<i>GL1101-AMEND.PC312</i>	<i>POLA</i>	<i>Initial</i>		<i>51.800</i>	<i>AMENDPC312.pdf</i>	<i>Date Submitted: 10/26/2012 By: Benjamin Davis</i>

No Rate/Rule Schedule items changed.

Response 4

Comments:

State:	Arkansas	Filing Company:	The Lincoln National Life Insurance Company
TOI/Sub-TOI:	H11G Group Health - Disability Income/H11G.002 Short Term		
Product Name:	Group Short Term Disability		
Project Name/Number:	2012 STD Enhancements/GL1101-3-STD 12		

We respectfully request that the Department reconsider this objection. The employer is responsible for paying the premium during the grace period if advance written notice of termination is not provided to the company. This is because, without prior notice of termination, the policy remains in force during the grace period. Should the employer choose to terminate coverage during the grace period, it will only remain responsible for payment of a pro rata premium for the time the policy remained in force during the grace period.

The purpose of the grace period is to permit the policy to remain in force should the employer fail to remit premium to the company on time. We do not wish, however, to permit the policy to remain in force for a period when the employer would not be responsible for a payment of premium. Therefore, we request the Department allow these provisions to remain as they were submitted.

Related Objection 4

Applies To:

- Premiums and Premium Rates, GL1101-6-GRSTD (Form)
- Policy Termination, GL1101-7-GRSTD (Form)

Comments: The [Employer] is not responsible for paying the premium during the grace period if the 31-day grace period expires. Please clarify this and revise or remove the last sentence from the [Grace Period/Termination by Group Policyholder] provision.

Changed Items:

- No Supporting Documents changed.
- No Form Schedule items changed.
- No Rate/Rule Schedule items changed.

Response 5

Comments:

The "treatment free" period does not extend the pre-existing period longer than 12 months. It reduces the length of the exclusionary period in the pre-existing condition limitation in situations where the insured person received no treatment for a specified period after his or her effective date.

Related Objection 5

Applies To:

- Weekly Disability Income Insurance (Continued), GL1101-16-INT 12 (Form)
- Weekly Disability Income Insurance (Continued), GL1101-16-NON 12 (Form)
- Weekly Disability Income Insurance (Continued), GL1102-9-INT 12 (Form)
- Weekly Disability Income Insurance (Continued), GL1102-9-NON 12 (Form)

Comments: Please explain item (2) in the Pre-Existing Condition Limitation provision regarding ' . . . unless the Insured Person received no Treatment of the condition for [9 months] in a row after his or her Effective Date.

This appears to extend the pre-existing period longer than 12 months, unless I am mistaken.

SERFF Tracking #:

JEPT-128585754

State Tracking #:

Company Tracking #:

GL1101-3-STD 12

State:

Arkansas

Filing Company:

The Lincoln National Life Insurance Company

TOI/Sub-TOI:

H11G Group Health - Disability Income/H11G.002 Short Term

Product Name:

Group Short Term Disability

Project Name/Number:

2012 STD Enhancements/GL1101-3-STD 12

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

Thank you for your continued review. Please do not hesitate to contact me if you have any other concerns.

Sincerely,

Benjamin Davis, JD

Compliance Analyst

Insurance Solutions - Product Compliance

Lincoln Financial Group

8801 Indian Hills Drive

Omaha, NE 68114

Toll Free: (800) 423-2765 ext. 7495

Phone: (402) 361-7495

Fax: (402) 361-2568

Email: benjamin.davis@lfg.com

Sincerely,

Benjamin Davis

State:

Arkansas

Filing Company:

The Lincoln National Life Insurance Company

TOI/Sub-TOI:

H11G Group Health - Disability Income/H11G.002 Short Term

Product Name:

Group Short Term Disability

Project Name/Number:

2012 STD Enhancements/GL1101-3-STD 12

Amendment Letter

Submitted Date: 11/14/2012

Comments:

The certificate versions of the policy forms to which you objected are included here along with:

1. a revised statement of variability;
2. a revised readability certification; and
3. a revised filing certification.

Thank you again for your review.

Most sincerely,

Benjamin Davis, JD

Compliance Analyst

Insurance Solutions - Product Compliance

Lincoln Financial Group

8801 Indian Hills Drive

Omaha, NE 68114

Toll Free: (800) 423-2765 ext. 7495

Phone: (402) 361-7495

Fax: (402) 361-2568

Email: benjamin.davis@lfg.com

Changed Items:

State: Arkansas

Filing Company:

The Lincoln National Life Insurance Company

TOI/Sub-TOI: H11G Group Health - Disability Income/H11G.002 Short Term

Product Name: Group Short Term Disability

Project Name/Number: 2012 STD Enhancements/GL1101-3-STD 12

Form Schedule Item Changes:

Form Schedule Item Changes								
Item No.	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	Prior Insurance Credit	GL1102-AMEND.PC2 12 AR	CERA	Initial		50.000	AMENDPC2 12 AR.pdf	Date Submitted: 11/14/2012 By:
<i>Previous Version</i>								
1	<i>Prior Insurance Credit</i>	<i>GL1102-AMEND.PC2 12</i>	<i>CERA</i>	<i>Initial</i>		<i>50.000</i>	<i>AMENDPC2 12.pdf</i>	<i>Date Submitted: 10/26/2012 By: Benjamin Davis</i>
2	Prior Insurance Credit	GL1102-AMEND.PC3 12 AR	CERA	Initial		55.600	AMENDPC3 12 AR.pdf	Date Submitted: 11/14/2012 By:
<i>Previous Version</i>								
2	<i>Prior Insurance Credit</i>	<i>GL1102-AMEND.PC3 12</i>	<i>CERA</i>	<i>Initial</i>		<i>55.600</i>	<i>AMENDPC3 12.pdf</i>	<i>Date Submitted: 10/26/2012 By: Benjamin Davis</i>

No Rate Schedule Items Changed.

SERFF Tracking #:

JEPT-128585754

State Tracking #:

Company Tracking #:

GL1101-3-STD 12

State:

Arkansas

Filing Company:

The Lincoln National Life Insurance Company

TOI/Sub-TOI:

H11G Group Health - Disability Income/H11G.002 Short Term

Product Name:

Group Short Term Disability

Project Name/Number:

2012 STD Enhancements/GL1101-3-STD 12

Supporting Document Schedule Item Changes

Satisfied - Item:

Flesch Certification

Comments:

Attachment(s):

2012 STD Worksite Readability.pdf

*Previous Version**Satisfied - Item:**Flesch Certification**Comments:**Attachment(s):**2012 STD Worksite Readability.pdf*

Satisfied - Item:

Statement of Variability

Comments:

Attachment(s):

SOV-GL11013STD12AR-(0712).pdf

*Previous Version**Satisfied - Item:**Statement of Variability**Comments:**Attachment(s):**SOV-GL11013STD12-(712).pdf*

Satisfied - Item:

Filing Certification

Comments:

Attachment(s):

11072012 Certificate of Compliance.pdf

*Previous Version**Satisfied - Item:**Filing Certification**Comments:**Attachment(s):*

SERFF Tracking #:

JEPT-128585754

State Tracking #:

Company Tracking #:

GL1101-3-STD 12

State:

Arkansas

Filing Company:

The Lincoln National Life Insurance Company

TOI/Sub-TOI:

H11G Group Health - Disability Income/H11G.002 Short Term

Product Name:

Group Short Term Disability

Project Name/Number:

2012 STD Enhancements/GL1101-3-STD 12

Supporting Document Schedule Item Changes

10222012 Certificate of Compliance.pdf

SERFF Tracking #:

JEPT-128585754

State Tracking #:

Company Tracking #:

GL1101-3-STD 12

State:

Arkansas

Filing Company:

The Lincoln National Life Insurance Company

TOI/Sub-TOI:

H11G Group Health - Disability Income/H11G.002 Short Term

Product Name:

Group Short Term Disability

Project Name/Number:

2012 STD Enhancements/GL1101-3-STD 12

Amendment Letter

Submitted Date: 11/07/2012

Comments:

Mrs. Lambert,

Per your request in the Note to Filer dated 11/07/2012, I have attached copies of the submitted forms in which the new language is highlighted.

Thank you for your continued review. Have a wonderful trip to Alaska!

Sincerely,

Benjamin Davis, JD
Compliance Analyst
Insurance Solutions - Product Compliance
Lincoln Financial Group
8801 Indian Hills Drive
Omaha, NE 68114
Toll Free: (800) 423-2765 ext. 7495
Phone: (402) 361-7495
Fax: (402) 361-2568
Email: benjamin.davis@lfg.com

Changed Items:

No Form Schedule Items Changed.

No Rate Schedule Items Changed.

SERFF Tracking #:

JEPT-128585754

State Tracking #:

Company Tracking #:

GL1101-3-STD 12

State:

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H11G Group Health - Disability Income/H11G.002 Short Term

Product Name:

Group Short Term Disability

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2012 STD Enhancements/GL1101-3-STD 12

Supporting Document Schedule Item Changes

Satisfied - Item:

Policy and Certificate Forms with New Language Highlighted

Comments:

Attachment(s):

AMEND MDUTIES.pdf
AMENDPC212.pdf
AMENDPC312.pdf
3-STD 12.pdf
5 STD-ELE.pdf
5 STD-TE (ADL).pdf
6 GRSTD.pdf
7 GRSTD.pdf
AMENDPC3 12.pdf
31-STD 12.pdf
15-STD 12.pdf
16-INT 12.pdf
16-NON 12.pdf
33-STD 12.pdf
1-STD 12.pdf
2 STD-ELE.pdf
2 STD TE (ADL).pdf
7-STD 12.pdf
9-INT 12.pdf
AMEND MDUTIES.pdf
9-NON 12.pdf
24-STD 12.pdf
26-STD 12.pdf
AMENDPC2 12.pdf

State: Arkansas **Filing Company:** The Lincoln National Life Insurance Company
TOI/Sub-TOI: H11G Group Health - Disability Income/H11G.002 Short Term
Product Name: Group Short Term Disability
Project Name/Number: 2012 STD Enhancements/GL1101-3-STD 12

Note To Filer

Created By:

Donna Lambert on 11/07/2012 03:06 PM

Last Edited By:

Donna Lambert

Submitted On:

11/29/2012 08:44 AM

Subject:

Thank You

Comments:

Thank you so much for the redline versions of the forms. It is very helpful and speeds up the review tremendously.

State: Arkansas **Filing Company:** The Lincoln National Life Insurance Company
TOI/Sub-TOI: H11G Group Health - Disability Income/H11G.002 Short Term
Product Name: Group Short Term Disability
Project Name/Number: 2012 STD Enhancements/GL1101-3-STD 12

Note To Reviewer

Created By:

Benjamin Davis on 11/07/2012 12:32 PM

Last Edited By:

Donna Lambert

Submitted On:

11/29/2012 08:44 AM

Subject:

Highlighted Forms -

Comments:

Per your request, highlighted forms are attached. Please see the Amendment to this filing that was submitted today.

Thank you,

Benjamin Davis, JD
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Lincoln Financial Group
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State: Arkansas **Filing Company:** The Lincoln National Life Insurance Company
TOI/Sub-TOI: H11G Group Health - Disability Income/H11G.002 Short Term
Product Name: Group Short Term Disability
Project Name/Number: 2012 STD Enhancements/GL1101-3-STD 12

Note To Filer

Created By:

Donna Lambert on 11/07/2012 09:37 AM

Last Edited By:

Donna Lambert

Submitted On:

11/29/2012 08:44 AM

Subject:

Redline Version

Comments:

Would you be kind enough to attach redline versions of these forms? I am leaving for Alaska this Saturday and would like to approve your filing this week if at all possible. If I am not able to give a deposition before Friday, the filing will be assigned to Rosalind Minor in my absence.

Thank you so much for your consideration.

Donna

State: Arkansas **Filing Company:** The Lincoln National Life Insurance Company
TOI/Sub-TOI: H11G Group Health - Disability Income/H11G.002 Short Term
Product Name: Group Short Term Disability
Project Name/Number: 2012 STD Enhancements/GL1101-3-STD 12

Note To Reviewer

Created By:

Benjamin Davis on 11/06/2012 03:22 PM

Last Edited By:

Donna Lambert

Submitted On:

11/29/2012 08:44 AM

Subject:

Forms Clarification -

Comments:

State: Arkansas **Filing Company:** The Lincoln National Life Insurance Company
TOI/Sub-TOI: H11G Group Health - Disability Income/H11G.002 Short Term
Product Name: Group Short Term Disability
Project Name/Number: 2012 STD Enhancements/GL1101-3-STD 12

To be clear, the submitted forms are new. They are designed to be used as insert pages, and may be substituted for previous versions in a complete Group Short Term Disability policy. They are substantially similar to previously approved versions, however they are not designed to replace all instances of the previously approved forms.

Approval dates and SERFF tracking numbers for the most recently approved versions of the insert pages are:

Definitions forms GL1101-3-STD 10 and GL1102-1-STD 10 - filed under SERFF Tracking Number JEPT-126573220 (AR State Tracking Number 45686) on May 17, 2010

Eligibility and Effective Dates, Individual Terminations - filed under SERFF Tracking Number SERT-5ZRKA2426/00-00/00-00/00 (AR State Tracking Number 26603) on June 16, 2004

Premiums and Premium Rates - GL1101-6-STD filed via paper, stamped RECEIVED Life and Health Arkansas Insurance Department February 7, 2005 and APPROVED Life and Health Arkansas Insurance Department February 10, 2005

Policy Termination - GL1101-7 04 filed via paper, stamped RECEIVED Life and Health Arkansas Insurance Department February 7, 2005 and APPROVED Life and Health Arkansas Insurance Department February 10, 2005

Weekly Disability Income Insurance Forms - GL1101-15-STD 10, GL1101-16-INT 10, GL1101-16-NON 10, GL1102-7-STD 10, GL1102-9-INT 10, and GL1102-9-NON 10, filed under SERFF Tracking Number JEPT-126573220 (AR State Tracking Number 45686) on May 17, 2010

Vocational Rehabilitation Benefit - GL1101-31-STD and GL1102-24-STD, filed under SERFF Tracking Number JEPT-126348452 (AR State Tracking Number 43837) on October 29, 2009

Reasonable Accommodation Benefit - GL1101-33-STD and GL1102-26-STD, filed under SERFF Tracking Number JEPT-126348452 (AR State Tracking Number 43837) on October 29, 2009

Prior Insurance Credit Upon Transfer of Insurance Carriers - GL1101-AMEND.PC2, GL1101-AMEND.PC3, GL1102-AMEND.PC2, and GL1102-AMEND.PC3, filed via paper, stamped RECEIVED Life and Health Arkansas Insurance Department April 29, 1996 and APPROVED Life and Health Arkansas Insurance Department April 29, 1996

Thank you for your continued review. Please do not hesitate to contact me if you have additional concerns.

Most sincerely,

Benjamin Davis, JD
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State: Arkansas **Filing Company:** The Lincoln National Life Insurance Company
TOI/Sub-TOI: H11G Group Health - Disability Income/H11G.002 Short Term
Product Name: Group Short Term Disability
Project Name/Number: 2012 STD Enhancements/GL1101-3-STD 12

Note To Filer

Created By:

Donna Lambert on 11/06/2012 09:19 AM

Last Edited By:

Donna Lambert

Submitted On:

11/29/2012 08:44 AM

Subject:

New forms contain Updates

Comments:

The filing description states: These new forms include updates to our Definitions, Eligibility and Effective Dates, Individual Terminations, Premiums and Premium Rates, Policy Termination, Weekly Disability Income Insurance, Vocational Rehabilitation Benefit, Reasonable Accommodation Benefit, and Prior Insurance Credit Upon Transfer of Insurance Carriers.

When and in which forms were the previous provisions you mention approved?

State: Arkansas
TOI/Sub-TOI: H11G Group Health - Disability Income/H11G.002 Short Term
Product Name: Group Short Term Disability
Project Name/Number: 2012 STD Enhancements/GL1101-3-STD 12

Filing Company: The Lincoln National Life Insurance Company

Form Schedule

Lead Form Number: GL1101-3-STD 12								
Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1	Approved 11/29/2012	Definitions	GL1101-3-STD 12	POLA	Initial		51.000	3-STD 12.pdf
2	Approved 11/29/2012	Eligibility and Effective Dates	GL1101-5-STD-ELE	POLA	Initial		50.800	5 STD-ELE.pdf
3	Approved 11/29/2012	Individual Terminations	GL1101-5-STD-TE	POLA	Initial		50.700	5 STD-TE (ADL).pdf
4	Approved 11/29/2012	Premiums and Premium Rates	GL1101-6-GRSTD	POLA	Initial		63.300	6 GRSTD.pdf
5	Approved 11/29/2012	Policy Termination	GL1101-7-GRSTD	POLA	Initial		56.300	7 GRSTD.pdf
6	Approved 11/29/2012	Weekly Disability Income Insurance	GL1101-15-STD 12	POLA	Initial		71.500	15-STD 12.pdf
7	Approved 11/29/2012	Weekly Disability Income Insurance (Continued)	GL1101-16-INT 12	POLA	Initial		52.400	16-INT 12.pdf
8	Approved 11/29/2012	Weekly Disability Income Insurance (Continued)	GL1101-16-NON 12	POLA	Initial		51.400	16-NON 12.pdf
9	Approved 11/29/2012	Vocational Rehabilitation Benefit	GL1101-31-STD 12	POLA	Initial		54.300	31-STD 12 (VOCATIONAL REHABILITATION BENEFIT).pdf

State: Arkansas

Filing Company:

The Lincoln National Life Insurance Company

TOI/Sub-TOI: H11G Group Health - Disability Income/H11G.002 Short Term

Product Name: Group Short Term Disability

Project Name/Number: 2012 STD Enhancements/GL1101-3-STD 12

Lead Form Number: GL1101-3-STD 12

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
10	Approved 11/29/2012	Reasonable Accommodation Benefit	GL11-1-33-STD 12	POLA	Initial		56.300	33-STD 12 (REASONABLE ACCOMMODATION BENEFIT).pdf
11	Approved 11/29/2012	Prior Insurance Credit	GL1101-AMEND.PC 2 12 AR	POLA	Initial		55.100	AMENDPC212 AR.pdf
12	Approved 11/29/2012	Prior Insurance Credit	GL1101-AMEND.PC 3 12 AR	POLA	Initial		51.800	AMENDPC312 AR.pdf
13	Approved 11/29/2012	Policy Amendment	GL1101-AMEND.MD UTIES	POLA	Initial		51.200	AMEND MDUTIES.pdf
14	Approved 11/29/2012	Definitions	GL1102-1-STD 12	CERA	Initial		50.500	1-STD 12.pdf
15	Approved 11/29/2012	Eligibility and Effective Dates	GL1102-2-STD-ELE	CERA	Initial		52.400	2 STD-ELE .pdf
16	Approved 11/29/2012	Individual Terminations	GL1102-2-STD-TE	CERA	Initial		52.300	2 STD TE (ADL).pdf
17	Approved 11/29/2012	Weekly Disability Income Insurance	GL1102-7-STD 12	CERA	Initial		60.500	7-STD 12.pdf
18	Approved 11/29/2012	Weekly Disability Income Insurance (Continued)	GL1102-9-INT 12	CERA	Initial		53.200	9-INT 12.pdf

State: Arkansas

Filing Company:

The Lincoln National Life Insurance Company

TOI/Sub-TOI: H11G Group Health - Disability Income/H11G.002 Short Term

Product Name: Group Short Term Disability

Project Name/Number: 2012 STD Enhancements/GL1101-3-STD 12

Lead Form Number: GL1101-3-STD 12

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
19	Approved 11/29/2012	Weekly Disability Income Insurance (Continued)	GL1102-9-NON 12	CERA	Initial		56.000	9-NON 12.pdf
20	Approved 11/29/2012	Vocational Rehabilitation Benefit	GL1102-24-STD 12	CERA	Initial		52.600	24-STD 12.pdf
21	Approved 11/29/2012	Reasonable Accommodation Benefit	GL1102-26-STD 12	CERA	Initial		53.000	26-STD 12.pdf
22	Approved 11/29/2012	Prior Insurance Credit	GL1102-AMEND.PC 2 12 AR	CERA	Initial		50.000	AMENDPC2 12 AR.pdf
23	Approved 11/29/2012	Prior Insurance Credit	GL1102-AMEND.PC 3 12 AR	CERA	Initial		55.600	AMENDPC3 12 AR.pdf
24	Approved 11/29/2012	Certificate Amendment	GL1102-AMEND.MD UTIES	CERA	Initial		50.200	AMEND MDUTIES.pdf

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
OTH	Other	OUT	Outline of Coverage

SERFF Tracking #:

JEPT-128585754

State Tracking #:

Company Tracking #:

GL1101-3-STD 12

State: Arkansas

Filing Company: The Lincoln National Life Insurance Company

TOI/Sub-TOI: H11G Group Health - Disability Income/H11G.002 Short Term

Product Name: Group Short Term Disability

Project Name/Number: 2012 STD Enhancements/GL1101-3-STD 12

PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages

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/Person's] performance of all Main Duties of his or her Own Job for the regularly scheduled number of hours, at:

- (1) the Employer's place of business; or
- (2) any other business location where the [Employer/Group Policyholder/Participating Employer] requires the [Employee/Person] to travel.

Unless disabled on the prior workday or on the day of absence, an [Employee/Person] 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/Group Policyholder's/Participating 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/Person's] own health condition.]

ANNUAL ENROLLMENT PERIOD means a designated timeframe that occurs each year for eligible [Employees/Persons] [to elect coverage who did not enroll during their initial eligibility period or for employees with existing coverage under this Policy to elect additional benefit amounts]. The submission of satisfactory evidence of insurability is required. Participating in an Annual Enrollment Period does not change the Policy provisions related to Waiting Periods or Pre-Existing Condition Limitations. [Employees/Persons] 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/Persons] to [enroll for [type of coverage] or to increase their current benefit amounts of [type of coverage]]. (For date insurance begins, refer to "Effective Date" section.)

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

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

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 [Employer/Group Policyholder/Participating Employer]'s place of business. When used with regard to effective dates, it means 12:01 a.m. When used with regard to termination dates, it means 12:00 midnight.

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

DEFINITIONS
(Continued)

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

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

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

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

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

EMPLOYER means the [Group Policyholder/Participating Employer]. 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/Person'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/Person's] own expense.]

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

- (1) is subject to, and in accord with, the requirements of 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/Group Policyholder's/Participating Employer's] leave policy and the law which applies; and
- (3) does not exceed the period approved by the [Employer/Group Policyholder/Participating Employer] and required by that law.

The leave period may:

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

If an [Employee/Person] 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/Person] is on an FMLA leave due to his or her own health condition on the date Policy coverage takes effect, he or she is not considered Actively at Work.

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

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

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

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

DEFINITIONS
(Continued)

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

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

The term "Injury" shall not include any:

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

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

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

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

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

- (1) are normally required to perform an 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/Group Policyholder/Participating Employer] is subject to the Act; or
- (2) the Insured Person has requested such a job accommodation.

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

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

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

MILITARY LEAVE means a leave of absence that:

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

DEFINITIONS (Continued)

OPEN ENROLLMENT PERIOD means a designated timeframe for eligible [employees/persons] [to elect coverage who did not enroll during their initial eligibility period or for [employees/persons] 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 Insurance. Participation in an Open Enrollment Period does not change the Policy provisions related to Waiting Periods or Pre-Existing Condition Limitations. [Employees/Persons] 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/Persons] 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 JOB or **REGULAR JOB** means the occupation, trade or profession:

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

[Any reference to "Own Occupation" or "Regular Occupation" throughout this Policy is to be defined as "Own Job" or "Regular Job".]

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

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

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

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

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

PARTIAL DISABILITY EMPLOYMENT means the Insured Person is working at his or her Own Job or any other occupation; however, because of Injury or Sickness:

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

During Partial Disability Employment, his or her current earnings:

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

PERSON means an [Employee of the Employer][:]

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

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

DEFINITIONS
(Continued)

PHYSICIAN means:

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

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

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

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

POLICY means this group insurance Policy issued by the Company to the [Employer/Group Policyholder/Participating Employer].

PREDISABILITY INCOME—See Basic Weekly Earnings definition.

REGULAR CARE OF A PHYSICIAN means the Insured Person:

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

REGULAR JOB—See Own Job or Regular Job definition.

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

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

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

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

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

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

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

DEFINITIONS
(Continued)

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

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

It does **not** include compensation the [Employer/Group Policyholder/Participating Employer] pays an Insured Person for work actually performed during a Disability.

SICKNESS means illness, pregnancy or disease.

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

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

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

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

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

ELIGIBILITY AND EFFECTIVE DATES

ELIGIBLE CLASSES. The classes eligible for insurance are shown in the Schedule of Insurance. [The Company has the right to review and terminate any or all classes eligible under this Policy, if any class ceases to be covered by this Policy.]

ELIGIBILITY. A Person becomes eligible for insurance provided by this Policy on the [later of/latest of]:

- (1) the Policy's date of issue[;]
- (2) [the date] such Person's organization becomes a Participating Employer[;] [or]
- (3) [the date] the Waiting Period is completed].

Prior Service Credit Towards Waiting Period. The Waiting Period is shown in the Schedule of Insurance. Prior service in an Eligible Class will apply toward the Waiting Period, when a Person:

- (1) is rehired within [one year] after his or her employment ends;
- (2) returns from an approved Family or Medical Leave within:
 - (a) the leave period required by federal law; or
 - (b) any longer period required by a similar state law; or
- (3) returns from a Military Leave within the period required by federal USERRA law.

EFFECTIVE DATE. A Person's initial amount of Personal Insurance becomes effective at 12:01 a.m. on the [later of/latest of]:

- (1) [the first day of the Insurance Month coinciding with or next following the date] the Person becomes eligible for the insurance[;]
- (2) [the date] the Person resumes Active Work, if not Actively at Work on the day he or she becomes eligible[;]
- (3) [the date] the Person makes written application for insurance [and signs][:]
 - (a) a payroll deduction order, if the Insured Person pays any part of this Policy's premiums[;] [or]
 - (b) an order to pay premiums from the Person's [Flexible Benefits Plan] account, if Employer contributions are made through such an account[;] [or]
- (4) [the date] the Company approves the Person's Evidence of Insurability, if required].

Any increased or additional insurance becomes effective at 12:01 a.m. on the [later of/latest of]:

- (1) [the first day of the Insurance Month coinciding with or next following] the date on which the Insured Person becomes eligible for the increase, if Actively at Work on that day[;]
- (2) [the date] the Insured Person resumes Active Work, if not Actively at Work on the day the increase would otherwise take effect[;] [or]
- (3) [the date] any required Evidence of Insurability is approved by the Company].

Any decrease will take effect on [the day] of the change, whether or not the Insured Person is Actively at Work.

Evidence of Insurability. Evidence of Insurability satisfactory to the Company must be submitted [(at the Person's expense)]; when:

- (1) a Person makes written application for insurance (or an increased amount of insurance) more than [31 days] after becoming eligible for the insurance;
- (2) a Person makes written application for insurance after he or she has requested[:
 - (a) to cancel insurance[;]
 - (b) to stop payroll deductions for the insurance[;] [or]
 - (c) to stop premium payments from the [Flexible Benefits Plan] account[;]
- (3) insurance is elected after the Person has caused insurance to lapse, by failing to pay the required premium when due[;] [or]
- (4) optional, supplemental or voluntary insurance is elected in excess of any Guaranteed Issue Amounts [shown in the Schedule of Insurance]].

ELIGIBILITY AND EFFECTIVE DATES
(Continued)

Effective Date for Change in Eligible Class. An Insured Person may become a member of a different Eligible Class. Insurance under the different Eligible Class will be effective:

- (1) on [the first day of the Insurance Month coinciding with or next following the date] of the change;
- (2) except as stated in the Effective Date provision for increases or decreases.

REINSTATEMENT RIGHTS. If an Insured Person's insurance terminates due to one of the following breaks in service [or a reduction in hours], he or she will be entitled to reinstate the insurance upon resuming [Active Work] with the [Employer/Group Policyholder/Participating Employer] within the required timeframe. "**Reinstatement**" or "**to reinstate**" means to re-enroll for the Policy's insurance coverage, without satisfying a new Waiting Period [or providing Evidence of Insurability]. Reinstatement is available upon:

- (1) return from an approved Family or Medical Leave within:
 - (a) the period required by federal law; or
 - (b) any longer period required by a similar state law[;]
- (2) return from a Military Leave within the period required by federal USERRA law[;]
- (3) return from any other approved leave of absence within [12 months] after the leave begins[;]
- (4) return within [one year] following a lay off[;]
- (5) return within [one year] following termination of employment for any other reason[;] [or]
- (6) return to an eligible class following a reduction in hours].

To reinstate insurance coverage, the Insured Person must apply for coverage or be re-enrolled within [31 days] after resuming [Active Work] in an Eligible Class [unless the [Employer/Group Policyholder/Participating Employer] contributes the entire cost of the premium]. [The reinstated amount of insurance may not exceed the amount that terminated.] Reinstatement will take effect on [the first day of the Insurance Month coinciding with or next following the date] the Insured Person returns to [Active Work].

If the above conditions are met, and this Policy includes a Pre-Existing Condition Exclusion, then:

- (1) the months of leave will count towards any unmet Pre-Existing Condition Exclusion period; and
 - (2) a new Pre-Existing Condition Exclusion will not apply to the reinstated amount of insurance.
- A new Pre-Existing Condition Exclusion will apply to any increased amount of insurance.

INDIVIDUAL TERMINATIONS

TERMINATION. An Insured Person's insurance will terminate at 12:00 midnight on the earliest of:

- (1) the date this Policy terminates [or the Employer/Group Policyholder/Participating Employer's participation terminates] (but without prejudice to any claim incurred prior to termination);
- (2) [the date] the Insured Person's Class is no longer eligible for insurance;
- (3) [the date] the Insured Person ceases to be a member of an Eligible Class;
- (4) [the last day of the Insurance Month] in which the Insured Person requests termination;
- (5) [the last day of the last Insurance Month] for which premium payment is made on the Insured Person's behalf;
- (6) the end of the period for which the last required premium has been paid;
- (7) with respect to any particular insurance benefit, the date the portion of this Policy providing that benefit terminates;
- (8) [the date] the Insured Person's employment with the [Employer/Group Policyholder/Participating Employer] terminates; or
- (9) [the date] the Insured Person enters the armed services of any state or country on active duty, except for duty of [30 days] or less for training in the Reserves or National Guard. (If the Insured Person sends proof of military service, the Company will refund any unearned premium)[;]

[unless insurance is continued under the Continuation Rights provision below].

CONTINUATION RIGHTS. Ceasing Active Work results in termination of the Insured Person's eligibility for insurance, but insurance may be continued as follows.

Disability. If the Insured Person is absent due to Total Disability [or engaged in Partial Disability Employment], insurance may be continued:

- (1) until the Day Benefits Begin; and
- (2) during the period for which benefits are payable.

The Company must receive the required premium from the [Employer/Group Policyholder/Participating Employer] [until the Day Benefits Begin].

Family or Medical Leave. If an Insured Person goes on an approved Family or Medical Leave and is **not** entitled to the more favorable continuation available during Disability, insurance may be continued until the earliest of:

- (1) the end of the leave period approved by the [Employer/Group Policyholder/Participating Employer];
- (2) the end of the leave period required by federal law, or any more favorable period required by a similar state law;
- (3) the date the Insured Person notifies the [Employer/Group Policyholder/Participating Employer] that he or she will not return; or
- (4) the date the Insured Person begins employment with another employer.

The required premium payments must be received from the [Employer/Group Policyholder/Participating Employer], throughout the period of continued insurance.

Military Leave. If an Insured Person goes on a Military Leave, insurance may be continued for the same period allowed for an approved Family or Medical Leave or any more favorable leave in which employees with similar seniority, status, and pay who are on furlough or leave of absence are granted by the [Employer/Group Policyholder/Participating Employer]. The required premium payments must be received from the [Employer/Group Policyholder/Participating Employer], throughout the period of continued insurance.

Lay Off or Other Leave. When an Insured Person ceases work due to a temporary lay off, or due to an approved leave of absence (other than an approved Family or Medical Leave or a Military Leave); insurance may be continued [until the end of the calendar month following the month in which] the lay off or leave begins. The required premium payments must be received from the [Employer/Group Policyholder/Participating Employer], throughout the period of continued insurance.

INDIVIDUAL TERMINATIONS (Continued)

Temporary Reduction in Hours. When an Insured Person's hours are temporarily reduced resulting in his or her loss of eligibility under this Policy, insurance may be continued [for six Insurance Months] after the temporary reduction in hours begins, provided the Insured Person works at least [30 hours in a two-week period]. The required premium payments must be received from the [Employer/Group Policyholder/Participating Employer] throughout the period of continued insurance.

Conditions. In administering the above continuations, the [Employer/Group Policyholder/Participating Employer] must not act so as to discriminate unfairly among Insured Persons in similar situations. [Insurance may **not** be continued when an Insured Person ceases Active Work due to a labor dispute, strike, work slowdown or lockout.]

PORTABILITY. If insurance under this Policy would end:

- (1) for any reason other than nonpayment of premiums; and
- (2) continuation under the Continuation Rights provision is either not available or has been exhausted;

then the Insured Person has the option to continue his or her insurance under this section.

To continue insurance under this section, the Insured Person must:

- (1) notify the Company within [31 days] of the date the insurance would otherwise end; and
- (2) pay the applicable premium to the Company.

When continuing insurance under this Portability section, the Insured Person may not increase the amount of continued insurance. The Maximum Weekly Benefit, Benefit Percentage and Minimum Weekly Benefit amount will not change. However, the amount of the benefit payable may increase or decrease based upon increases or decreases in the Insured Person's Basic Weekly Earnings or Predisability Income.

An Insured Person is responsible for providing the Company evidence of any change in Basic Weekly Earnings or Predisability Income as such change occurs and prior to the date of any Disability. Any premium adjustment with respect to a change in Basic Weekly Earnings or Predisability Income will become effective on the [first day of the Insurance Month coinciding with or next following] the date the Company receives proof of the change. Changes will not be pro-rated daily. In addition, retroactive adjustments in premium or benefits will not be made.

If the Insured Person is **not** working or employed immediately prior to the date of Disability, then:

- (1) Partial Disability Benefits will **not** be payable under the continued insurance provided by this Portability section; and
- (2) Total Disability Benefits are subject to this Portability section's definition of Total Disability.

[A direct billing fee will apply when insurance is continued in accord with the Portability section. This fee will be based on the billing frequency chosen.]

Insurance continued under this section ends on the earliest of:

- (1) the last day of the period for which the Insured Person paid premiums; [or]
- (2) the date the Company receives a written request from the Insured Person to terminate the insurance[; or]
- [(3) the date the Insured Person attains [age 70, or dies][; or]
- [(4) the date insurance under this section has been continued for [12 months]].

The following definitions apply to the insurance continued under this Portability section:

"Basic Weekly Earnings" or **"Predisability Income"** means the Insured Person's weekly rate of earnings from his or her last Employer prior to the Determination Date. It is figured from the Insured Person's last payroll stub or federal income tax form(s), which reports wages, tips and other compensation from the Employer. It will not exceed the amount for which premium was paid under this Policy. The "Determination Date" is the [last day worked] prior to the date the Disability begins.

INDIVIDUAL TERMINATIONS (Continued)

"Employer", as it relates to an Insured Person who continues his or her insurance under the Portability section, means the last employer with whom the Insured Person was employed prior to the date of Disability under this Policy.

"Total Disability" or "Totally Disabled" means the Insured Person's Loss of Activities of Daily Living, but only when the Insured Person is **not** employed or working immediately prior to the date of Disability. If the Insured Person is employed or working immediately prior to the date of Disability, then the definition of "Total Disability" or "Totally Disabled" used in the Policy will apply.

"Loss of Activities of Daily Living" means that, due to Injury or Sickness, the Insured Person has lost the ability to safely and completely perform [two] or more of the following Activities of Daily Living without Direct Personal Assistance with all or most of the activity.

The Activities of Daily Living are:

- (1) **Bathing** - washing self in a tub, in a shower or by sponge bath; with or without equipment.
- (2) **Dressing** - putting on, taking off, fastening or unfastening garments, any medically necessary braces, or any artificial limbs normally worn.
- (3) **Toileting** - getting to, from, on and off toilet and performing related personal hygiene.
- (4) **Transferring** - moving in and out of bed, chair or any wheelchair; with or without equipment such as canes, walkers, crutches, grab bars, other support devices, or mechanical or motorized devices.
- (5) **Continence** - voluntarily maintaining control of bladder and bowel function; or performing related personal hygiene, including care of any catheter or colostomy bag, if not continent.
- (6) **Eating** - once food is prepared and made available, getting nourishment into one's body by any means. This includes eating from a table, tray or container (such as a bowl or cup); or using special equipment (such as a feeding tube or intravenous tube).

Loss of an Activity of Daily Living will not include loss of any activities the Insured Person was unable to perform on his or her Effective Date.

"Direct Personal Assistance" means direct physical assistance from another party required to help an Insured Person perform an Activity of Daily Living, which is required each and every time the Insured Person performs that activity, because of the Insured Person's inability to perform the entire activity alone, even with the supports and mechanical aides that are normally available to him or her.

Unless stated otherwise, the Definitions, Exclusions, and any other provisions of this Policy will apply to insurance continued under this Portability section.

WAIVER OF PREMIUM. Premium payments for an Insured Employee who is Disabled are waived during any period for which benefits are payable. Premium payments for Weekly Disability Income Insurance will be waived:

- (1) from [the first day of the Insurance Month following] the Day Benefits Begin;
- (2) until [the first day of the Insurance Month following] the end of the period for which benefits are payable.

If insurance is to be continued following a period for which premiums were waived, premium payments must be resumed, as they become due.

INDIVIDUAL TERMINATION DURING DISABILITY. Termination of an Insured Person's insurance during a Disability will have no effect on benefits payable for that period of Disability.

PREMIUMS AND PREMIUM RATES

PAYMENT OF PREMIUMS. No insurance provided by this Policy will be in effect until the first premium for such insurance is paid. For insurance to remain in effect, each subsequent premium must be paid on or before its due date. The [Employer/Group Policyholder/Participating Employer] is responsible for paying all premiums as they become due. Premiums are payable on or before their due dates at the [Company's Group Insurance Service Office]. The premium must be paid in U.S. dollars.

GRACE PERIOD. A grace period of [31 days] from the due date will be allowed for the payment of each premium after the first. This Policy will remain in effect during the grace period; unless the [Employer/Group Policyholder/Participating Employer] gives the Company advance written notice of termination. The [Employer/Group Policyholder/Participating Employer] will remain liable for payment of a pro rata premium for the time this Policy remained in force during the grace period.

PREMIUM RATE CHANGE. The Company may change any premium rate on any of the following dates:

- (1) the date this Policy's terms are changed;
- (2) the date the Company's liability is changed due to a change in federal, state or local law;
- (3) the date the Company's liability is changed because the [Employer/Group Policyholder/Participating Employer] (or any covered division, subsidiary or affiliated company)[
 - (a) relocates, dissolves or merges, or is added to or removed from this Policy;
 - (b) ceases to be covered by the state worker's compensation program or any other program of like intent;
 - (c) ceases to provide or reduces Sick Leave or Salary Continuance Plan benefits; or]
- (4) on any premium due date after this Policy's [first] anniversary, or any later rate guarantee date agreed upon by the Company, for all policies of like class.

Unless the Company and the [Employer/Group Policyholder/ Participating Employer] agree otherwise, the Company will give at least [31 days'] advance written notice of any increase in premium rates.

PREMIUM AMOUNT. The amount of premium due on each due date will be the total of the premium amounts obtained by multiplying:

- (1) each rate shown in the Premium Rate Schedule; by
- (2) the number of Insured Persons electing each rate[;]

[and then adding the billing fee, if any].

For premium purposes, the effective date of any change in insurance is the [first day of the Insurance Month] which coincides with or follows the change. Changes will not be pro-rated daily.

PREMIUM RATE SCHEDULE

Weekly Disability Income Insurance Rate	\$.XX per \$10 of insurance
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POLICY TERMINATION

TERMINATION BY THE COMPANY. This Policy is issued for an indefinite term. The Policy will continue in force as long as premiums are paid when due, unless terminated for one of the following reasons:

- (1) the [Employer/Group Policyholder/Participating Employer], without good cause, fails to:
 - (a) promptly furnish any information the Company reasonably requires; or
 - (b) perform its duties pertaining to this Policy in good faith;
- (2) state law otherwise requires this Policy to be terminated.

To terminate this Policy, the Company must give the [Employer/Group Policyholder/Participating Employer] at least [31 days'] advance written notice of its intent to do so.

TERMINATION BY GROUP POLICYHOLDER. The [Employer/Group Policyholder/Participating Employer] may terminate this Policy at any time, by giving the Company advance written notice. Insurance will then terminate:

- (1) [on the date] the Company receives the notice; or
- (2) any later date the [Employer/Group Policyholder/Participating Employer] and the Company have agreed upon.

The [Employer/Group Policyholder/Participating Employer] remains responsible for the payment of premiums to the date of termination.

AUTOMATIC TERMINATION. If any premium remains unpaid at the end of the Grace Period; then this Policy will automatically terminate, without any action on the Company's part, on the last day of the Grace Period. The [Employer/Group Policyholder/Participating Employer] remains responsible for the payment of premiums to the date of termination.

EFFECT ON INCURRED CLAIMS. Termination of this Policy will not affect benefits otherwise payable for a claim incurred while this Policy is in force.

WEEKLY DISABILITY INCOME INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WEEKLY DISABILITY INCOME INSURANCE
(Continued)

Amount [for Class 1/Plan 1]. The amount of the Weekly Total Disability Benefit equals:
(1) the Insured Person's Basic Weekly Earnings multiplied by the Benefit Percentage; or
(2) the Maximum Weekly Benefit, if less.

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

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

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

Amount [for Class 1/Plan 1]. The amount of the Weekly Total Disability Benefit equals the lesser of:
(1) the Insured Person's Basic Weekly Earnings multiplied by the Benefit Percentage; minus Other Income Benefits except any [pay received under the Employer's Sick Leave or Salary Continuance Plan];
(2) [100%] of the Insured Person's Basic Weekly Earnings; minus Other Income Benefits including any [pay received under the Employer's Sick Leave or Salary Continuance Plan];
or
(3) the Maximum Weekly Benefit.

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

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

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

Amount [for Class 1/Plan 1]. The amount of the Weekly Total Disability Benefit equals the lesser of:
(1) the Maximum Weekly Benefit; minus Other Income Benefits except any [pay received under the Employer's Sick Leave or Salary Continuance Plan]; or
(2) [100%] of the Insured Person's Basic Weekly Earnings; minus Other Income Benefits including any [pay received under the Employer's Sick Leave or Salary Continuance Plan].

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

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

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

WEEKLY DISABILITY INCOME INSURANCE
(Continued)

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

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

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

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

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

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

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

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

WEEKLY DISABILITY INCOME INSURANCE
(Continued)

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

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

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

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

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

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

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

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

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

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

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

WEEKLY DISABILITY INCOME INSURANCE
(Continued)

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

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

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

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

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

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

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

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

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

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

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

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

WEEKLY DISABILITY INCOME INSURANCE

(Continued)

[For Class 1/Plan 1]

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

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

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

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

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

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

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

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

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

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

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

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

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

WEEKLY DISABILITY INCOME INSURANCE

(Continued)

[For Class 1/Plan 1]

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

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

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

- (1) a cost-of-living increase in any Other Income Benefit (except Earnings); if it takes effect after the first offset for that benefit during a period of Disability;
- (2) reimbursement for hospital, medical or surgical expense;
- (3) reimbursement for attorney fees or other reasonable costs of claiming Other Income Benefits;
- (4) group credit or mortgage disability insurance;
- (5) early retirement benefits that are not elected or received under the federal Social Security Act or other Government Retirement Plan;
- (6) any amounts under the Employer's Retirement Plan that:
 - (a) represent the Insured Person's contributions; or
 - (b) are received upon termination of employment without being disabled or retired[;] [or]
- (7) benefits from a [401(k)], profit-sharing or thrift plan; an individual retirement account (IRA); a tax sheltered annuity (TSA); a stock ownership plan; or a non-qualified plan of deferred compensation[;] [or]
- [(8) vacation pay, holiday pay, severance pay, salary continuance pay, or paid time-off pay][;] [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]].

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

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

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

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

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

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

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

WEEKLY DISABILITY INCOME INSURANCE

(Continued)

[For Class 1/Plan 1]

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

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

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

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

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

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

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

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

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

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

- (1) which is the result of an intentionally self-inflicted Injury or suicide attempt;
- (2) during which the Insured Person is not under the Regular Care of a Physician;
- (3) which is the result of war (declared or undeclared) or any act of war[;]
- [(4) which is the result of a Sickness or Injury for which the Insured Person receives benefits under Workers' Compensation or similar coverage[;];]
- [(5) which arises out of (or in the course of) any employment for wage or profit, when the Disability would be covered by Workers' Compensation or similar coverage if:
 - (a) the Employer had enrolled the Insured Person for such coverage; and
 - (b) the Insured Person and Employer had cooperated in filing a claim under that plan[;];]
- [(6) during which the Insured Person is eligible to receive disability benefits under:
 - (a) any state temporary disability income benefit law;
 - (b) any state no fault auto insurance law; or
 - (c) any other compulsory benefit act or law[; or]
- [(7) during which the Insured Person receives payment under the Employer's Sick Leave or Salary Continuance Plan[;];]
- [(8) during which the Insured Person receives Disability Benefits or Retirement Benefits under the Employer's Retirement Plan[;][or]
- [(9) which is a direct or indirect result, or is in any degree caused by the Insured Person's:
 - (a) participation in or attempt to commit a felony;
 - (b) being engaged in an illegal occupation;
 - (c) incarceration in any type of penal or detention facility;
 - (d) participation in a riot, insurrection or rebellion of any kind; or
 - (e) full-time active duty as member of any military, including reserves or national guard].

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

- (1) which is caused or contributed to by, or results from a Pre-Existing Condition; and
- (2) which begins in the first [12] months after the Insured Person's Effective Date[, unless the Insured Person received no Treatment of the condition for [9 months] in a row after his or her Effective Date].

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

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

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

WEEKLY DISABILITY INCOME INSURANCE

(Continued)

[For Class 2/Plan 2]

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

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

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

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

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

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

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

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

- (1) A Recurrent Disability will be treated as a new period of Disability, if the Insured Person:
 - (a) has returned to his or her Own Job; and
 - (b) has worked [on a full-time basis], for [two consecutive weeks] or more.

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

- (2) A Recurrent Disability will be treated as part of the prior Disability, if the Insured Person:
 - (a) has returned to his or her Own Job; and
 - (b) has worked [on a full-time basis], for less than [two consecutive weeks].

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

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

WEEKLY DISABILITY INCOME INSURANCE

(Continued)

[For Class 2/Plan 2]

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

- (1) which is the result of an intentionally self-inflicted Injury or suicide attempt;
- (2) during which the Insured Person is not under the Regular Care of a Physician;
- (3) which is the result of war (declared or undeclared) or any act of war[;]
- [(4) which is the result of a Sickness or Injury for which the Insured Person receives benefits under Workers' Compensation or similar coverage[;];]
- [(5) which arises out of (or in the course of) any employment for wage or profit, when the Disability would be covered by Workers' Compensation or similar coverage if:
 - (a) the Employer had enrolled the Insured Person for such coverage; and
 - (b) the Insured Person and Employer had cooperated in filing a claim under that plan[;];]
- [(6) during which the Insured Person is eligible to receive disability benefits under:
 - (a) any state temporary disability income benefit law;
 - (b) any state no fault auto insurance law; or
 - (c) any other compulsory benefit act or law[;];]
- [(7) during which the Insured Person receives payment under the Employer's Sick Leave or Salary Continuance Plan[;];]
- [(8) during which the Insured Person receives Disability Benefits or Retirement Benefits under the Employer's Retirement Plan[;];][or]
- [(9) which is a direct or indirect result, or is in any degree caused by the Insured Person's:
 - (a) participation in or attempt to commit a felony;
 - (b) being engaged in an illegal occupation;
 - (c) incarceration in any type of penal or detention facility;
 - (d) participation in a riot, insurrection or rebellion of any kind; or
 - (e) full-time active duty as member of any military, including reserves or national guard].

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

- (1) which is caused or contributed to by, or results from a Pre-Existing Condition; and
- (2) which begins in the first [12] months after the Insured Person's Effective Date[, unless the Insured Person received no Treatment of the condition for [9 months] in a row after his or her Effective Date].

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

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

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

VOCATIONAL REHABILITATION BENEFIT

BENEFIT. If an Insured Person is Disabled and is receiving Weekly Benefits under this Policy, he or she may be eligible for a Vocational Rehabilitation Benefit. This benefit consists of services which may include:

- (1) vocational evaluation, counseling, training or job placement;
- (2) job modification or special equipment; and
- (3) other services which the Company deems reasonably necessary to help the Insured Person return to work.

The Company will determine the Insured Person's eligibility and the amount of any benefit payable.

ELIGIBILITY. An Insured Person may be eligible for the Vocational Rehabilitation Benefit if the Company finds that he or she:

- (1) has a Disability that prevents the performance of the Main Duties of his or her Own Job;
- (2) has the physical and mental abilities needed to complete a Rehabilitation Program; and
- (3) is reasonably expected to return to work after completing the Rehabilitation Program; in view of his or her degree of motivation and the labor force demand for workers in the proposed occupation.

The Company must also find that the cost of the proposed services is less than its expected claim liability.

AMOUNT. The amount of any Vocational Rehabilitation Benefit will not exceed the Company's expected claims liability. This benefit will not be payable for services covered under the Insured Person's health care plan or any other vocational rehabilitation program. Payment may be made to the provider of the services, at the Company's option.

CONDITIONS. The Company, the Insured Person, or his or her Physician may first propose vocational rehabilitation. When a Rehabilitation Program is approved by the Company, this Policy's definition of "Disability" will be waived during the rehabilitation period; however, it will be reapplied after the Rehabilitation Program ends. The Company will determine the amount and duration of any Weekly Disability benefits payable after the Rehabilitation Program ends.

LIMITATION. This Policy will not cover any period of Disability for an Insured Person who has received a Vocational Rehabilitation Benefit and has failed to complete the Rehabilitation Program, without Good Cause.

DEFINITIONS.

"**Good Cause,**" as used in this provision, means the Insured Person's:

- (1) documented physical or mental impairments, which render the Insured Person unable to take part in or complete a Rehabilitation Program;
- (2) involvement in a medical program, which prevents or interferes with the Insured Person's taking part in or completing a Rehabilitation Program; or
- (3) participating in good faith in some other vocational rehabilitation program, which:
 - (a) conflicts with taking part in or completing a Rehabilitation Program developed by the Company; and
 - (b) is reasonably expected to return the Insured Person to work.

"**Rehabilitation Program**" means a written vocational rehabilitation program:

- (1) which the Company develops with input from:
 - (a) the Insured Person;
 - (b) the Insured Person'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.

OTHER PROVISIONS. Unless stated otherwise, this benefit is subject to all the Definitions, Exclusions, Claims Procedures, [Waiver of Premium,] and other provisions of this Policy.

REASONABLE ACCOMMODATION BENEFIT

BENEFIT. If an Insured Person is Disabled and is receiving Weekly Benefits under this Policy, then the [Group Policyholder/Participating Employer] may be eligible for a Reasonable Accommodation benefit. This benefit reimburses the [Group Policyholder/Participating Employer] for [50%] of the expense incurred for reasonable accommodation services for the Insured Person, but will not exceed the lesser of:

- (1) a maximum benefit of [\$2500] for any one Insured Person; or
- (2) the Company's expected liability for the Insured Person's Weekly Disability Income claim.

Such services may include:

- (1) providing the Insured Person a more accessible parking space or entrance;
- (2) removing barriers or hazards to the Insured Person from the worksite;
- (3) special seating, furniture or equipment for the Insured Person's work station;
- (4) providing special training materials or translation services during the Insured Person's training; and
- (5) other services the Company deems reasonably necessary to help the Insured Person return to work with the [Group Policyholder/Participating Employer].

ELIGIBILITY. The Company will determine the [Group Policyholder's/Participating Employer's] eligibility to receive the Reasonable Accommodation benefit. To qualify for the Reasonable Accommodation benefit, the [Group Policyholder/Participating Employer] must have an Insured Person:

- (1) whose Disability prevents the performance of his or her Own Job at the [Group Policyholder's/Participating Employer's] worksite;
- (2) who has the physical and mental abilities needed to perform his or her Own Job or another occupation at the [Group Policyholder's/Participating Employer's] worksite, but only with the help of the proposed accommodation; and
- (3) who is reasonably expected to return to work with the help of the proposed accommodation.

The Company must also find that the requested Reasonable Accommodation benefit is less than the expected liability for the Insured Person's Weekly Disability Income claim.

WRITTEN PROPOSAL. The reasonable accommodation services must be provided in accord with a written proposal, which is developed with input from:

- (1) the [Group Policyholder/Participating Employer];
- (2) the Insured Person; and
- (3) the Insured Person's Physician, when appropriate.

The proposal must state:

- (1) the purpose of the proposed accommodation; and
- (2) the times, dates, and costs of the services.

CONDITIONS. The Company, the [Group Policyholder/Participating Employer], the Insured Person, or the Insured Person's Physician may first propose an accommodation.

The proposal must be approved by the Company in writing.

The Company will reimburse the [Group Policyholder/Participating Employer] upon receipt of proof that the [Group Policyholder/Participating Employer]:

- (1) has provided the services for the Insured Person; and
- (2) has paid the provider for the services.

OTHER PROVISIONS. Unless stated otherwise, the Reasonable Accommodation benefit is subject to all the Definitions, Exclusions, Claims Procedures, [Waiver of Premium,] and other provisions of this Policy.

POLICY AMENDMENT [NO. 0]

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

ISSUED TO: [ABC Company, Incorporated]

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

The Policy is amended by the addition of the following provisions.

**PRIOR INSURANCE CREDIT UPON TRANSFER OF
DISABILITY INCOME INSURANCE CARRIERS**

This provision prevents loss of disability income coverage for an Insured Person, which could otherwise occur solely because of a transfer of insurance carriers. This Policy will provide the following Prior Insurance Credit, when it replaces a Prior Plan.

"**Prior Plan**" means a prior carrier's group [or individual] disability income policy, which this Policy replaced within[:

- (1) [1 day] of the prior plan's termination date[, if the prior plan was a group policy; or
- (2) within 60 days of the prior plan's termination date, if the Employer has more than 15 Insured Persons covered under this Policy on its effective date.

ABSENCE FROM WORK DUE TO INJURY OR SICKNESS. A Person who is absent from work due to Injury or Sickness upon transfer of plans will be treated as being Actively-At-Work. Subject to premium payments, this Policy will provide coverage to a Person who was:

- (1) insured by the Prior Plan on its termination date; and
- (2) otherwise eligible under this Policy but was not Actively At Work due to the Person's Injury or Sickness on this Policy's Effective Date.

Any Disability incurred while covered under the Prior Plan remains the Prior Plan's responsibility.

This amendment takes effect [on [November 1, 2012], or on the Insured Person's effective date of coverage under the Policy, whichever is later]. In all other respects, the Policy remains the same.

_____ Policyholder
_____ Signature & Title of Officer

**THE LINCOLN NATIONAL
LIFE INSURANCE COMPANY**

 _____ Officer of the Company

POLICY AMENDMENT [NO. 0]

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

ISSUED TO: [ABC Company, Incorporated]

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

The Policy is amended by the addition of the following provisions.

**PRIOR INSURANCE CREDIT UPON TRANSFER OF
DISABILITY INCOME INSURANCE CARRIERS**

This provision prevents loss of disability income coverage for an Insured Person, which could otherwise occur solely because of a transfer of insurance carriers. This Policy will provide the following Prior Insurance Credit, when it replaces a Prior Plan.

"**Prior Plan**" means a prior carrier's group [or individual] disability income policy, which this Policy replaced within[:

- (1) [1 day] of the prior plan's termination date[, if the prior plan was a group policy; or
- (2) within 60 days of the prior plan's termination date, if the Employer has more than 15 Insured Persons covered under this Policy on its effective date.

ABSENCE FROM WORK DUE TO INJURY OR SICKNESS. A Person who is absent from work due to Injury or Sickness upon transfer of plans will be treated as being Actively-At-Work. Subject to premium payments, this Policy will provide coverage to a Person who was:

- (1) insured by the Prior Plan on its termination date; and
- (2) otherwise eligible under this Policy but was not Actively At Work due to the Person's Injury or Sickness on this Policy's Effective Date.

Any Disability incurred while covered under the Prior Plan remains the Prior Plan's responsibility.

DISABILITY DUE TO A PRE-EXISTING CONDITION. Any Pre-Existing Condition Limitation will not apply to an Insured Person who:

- (1) was insured by the Prior Plan on its termination date; and
- (2) became insured under this Policy on its Effective Date.

This amendment takes effect [on [November 1, 2012], or on the Insured Person's effective date of coverage under the Policy, whichever is later]. In all other respects, the remains the same.

_____ Policyholder
_____ Signature & Title of Officer

**THE LINCOLN NATIONAL
LIFE INSURANCE COMPANY**

 _____ Officer of the Company

POLICY AMENDMENT

TO BE ATTACHED TO AND MADE A PART OF THE GROUP POLICY

The definition of "MAIN DUTIES" shown in the Definitions section of this Policy is amended to read as follows:

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

- (1) are normally required to perform an 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.]

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.

This amendment takes effect [on [November 1, 2012], or on the Insured Person's effective date of coverage under this Policy, whichever is later]; but only with respect to disabilities commencing on or after such date. In all other respects, this Policy remains the same.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY



Officer of the Company

DEFINITIONS

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

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

- (1) the Employer's place of business; or
- (2) any other business location where the [Employer/Group Policyholder/Participating Employer] requires you to travel.

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

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

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

ANNUAL ENROLLMENT PERIOD means a designated timeframe that occurs each year for eligible [Employees/Persons] [to elect coverage who did not enroll during their initial eligibility period or for employees with existing coverage under the Policy to elect additional benefit amounts]. The submission of satisfactory evidence of insurability is required. Participating in an Annual Enrollment Period does not change the Policy provisions related to Waiting Periods or Pre-Existing Condition Limitations. [Employees/Persons] 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/Persons] to [enroll for [type of coverage] or to increase their current benefit amounts of [type of coverage]]. (For date insurance begins, refer to "Effective Date" section.)

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

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

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 [Employer/Group Policyholder/Participating Employer]'s place of business. When used with regard to effective dates, it means 12:01 a.m. When used with regard to termination dates, it means 12:00 midnight.

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

DEFINITIONS
(Continued)

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

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

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

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

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

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

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

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

- (1) is subject to, and in accord with, the requirements of 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/Group Policyholder's/Participating Employer's] leave policy and the law which applies; and
- (3) does not exceed the period approved by the [Employer/Group Policyholder/Participating Employer] and required by that law.

The leave period may:

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

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

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

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

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

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

DEFINITIONS
(Continued)

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

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

The term "Injury" shall not include any:

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

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

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

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

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

- (1) are normally required to perform an 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/Group Policyholder/Participating Employer] is subject to the Act; or
- (2) you have requested such a job accommodation.

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

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

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

MILITARY LEAVE means a leave of absence that:

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

DEFINITIONS (Continued)

OPEN ENROLLMENT PERIOD means a designated timeframe for eligible [employees/persons] [to elect coverage who did not enroll during their initial eligibility period or for [employees/persons] 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 Insurance. Participation in an Open Enrollment Period does not change the Policy provisions related to Waiting Periods or Pre-Existing Condition Limitations. [Employees/Persons] 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/Persons] 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 JOB or **REGULAR JOB** means the occupation, trade or profession:

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

[Any reference to "Own Occupation" or "Regular Occupation" throughout this Policy is to be defined as "Own Job" or "Regular Job" .]

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

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

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

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

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

PARTIAL DISABILITY EMPLOYMENT means you are working at your Own Job or any other occupation; however, because of Injury or Sickness:

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

During Partial Disability Employment, your current earnings:

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

PERSON means an [Employee of the Employer][:]

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

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

DEFINITIONS
(Continued)

PHYSICIAN means:

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

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

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

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

POLICY means this group insurance Policy issued by the Company to the [Employer/Group Policyholder/Participating Employer].

PREDISABILITY INCOME—See Basic Weekly Earnings definition.

REGULAR CARE OF A PHYSICIAN means you:

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

REGULAR JOB—See Own Job or Regular Job definition.

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

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

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

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

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

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

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

DEFINITIONS
(Continued)

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

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

It does **not** include compensation the [Employer/Group Policyholder/Participating Employer] pays you for work actually performed during a Disability.

SICKNESS means illness, pregnancy or disease.

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

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

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

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

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

YOU (includes YOUR) means an eligible Employee for whom Policy coverage is in effect.

ELIGIBILITY AND EFFECTIVE DATES

ELIGIBLE CLASSES. The classes eligible for insurance are shown in the Schedule of Insurance. [The Company has the right to review and terminate any or all classes eligible under the Policy, if any class ceases to be covered by the Policy.]

ELIGIBILITY. A Person becomes eligible for insurance provided by the Policy on the [later of/latest of]:

- (1) the Policy's date of issue[;]
- (2) [the date] such Person's organization becomes a Participating Employer[;][or]
- (3) [the date] the Waiting Period is completed].

Prior Service Credit Towards Waiting Period. The Waiting Period is shown in the Schedule of Insurance. Prior service in an Eligible Class will apply toward the Waiting Period, when you:

- (1) are a former Employee and are rehired within [one year] after your employment ends;
- (2) return from an approved Family or Medical Leave within:
 - (a) the leave period required by federal law; or
 - (b) any longer period required by a similar state law; or
- (3) return from a Military Leave within the period required by federal USERRA law.

EFFECTIVE DATE. Your initial amount of Personal Insurance becomes effective at 12:01 a.m. on the [later of/latest of]:

- (1) [the first day of the Insurance Month coinciding with or next following the date] you become eligible for the insurance];
- (2) [the date] you resume Active Work, if not Actively at Work on the day you become eligible[;];
- (3) [the date] you make written application for insurance [and sign][:]
 - (a) a payroll deduction order, if you pay any part of the Policy premiums[;]; [or]
 - (b) an order to pay premiums from your [Flexible Benefits Plan] account, if Employer contributions are made through such an account[;]; [or]
- (4) [the date] the Company approves your Evidence of Insurability, if required].

Any increased or additional insurance becomes effective at 12:01 a.m. on the [later of/latest of]:

- (1) [the first day of the Insurance Month coinciding with or next following] the day on which you become eligible for the increase, if Actively at Work on that day[;];
- (2) [the date] you resume Active Work, if not Actively at Work on the day the increase would otherwise take effect[;]; [or]
- (3) [the date] any required Evidence of Insurability is approved by the Company].

Any decrease will take effect on [the day] of the change, whether or not you are Actively at Work.

Evidence of Insurability. Evidence of Insurability satisfactory to the Company must be submitted [(at your expense)]; when:

- (1) you make written application for insurance (or an increased amount of insurance) more than [31 days] after becoming eligible for the insurance;
- (2) you make written application for insurance after you have requested[:
 - (a) to cancel insurance[;]
 - (b) to stop payroll deductions for the insurance[;]; [or]
 - (c) to stop premium payments from the [Flexible Benefits Plan] account[;];
- (3) insurance is elected after you have caused insurance to lapse, by failing to pay the required premium when due[;]; [or]
- (4) optional, supplemental or voluntary insurance is elected in excess of any Guaranteed Issue Amounts [shown in the Schedule of Insurance]].

ELIGIBILITY AND EFFECTIVE DATES
(Continued)

Effective Date for Change in Eligible Class. You may become a member of a different Eligible Class. Insurance under the different Eligible Class will be effective:

- (1) on [the first day of the Insurance Month coinciding with or next following the date] of the change;
- (2) except as stated in the Effective Date provision for increases or decreases.

REINSTATEMENT RIGHTS. If your insurance terminates due to one of the following breaks in service [or a reduction in hours], you will be entitled to reinstate the insurance upon resuming [Active Work] with the [Employer/Group Policyholder/Participating Employer] within the required timeframe. "**Reinstatement**" or "**to reinstate**" means to re-enroll for the Policy's insurance coverage, without satisfying a new Waiting Period [or providing Evidence of Insurability]. Reinstatement is available upon:

- (1) return from an approved Family or Medical Leave within:
 - (a) the period required by federal law; or
 - (b) any longer period required by a similar state law[;]
- (2) return from a Military Leave within the period required by federal USERRA law[;]
- (3) return from any other approved leave of absence within [12 months] after the leave begins[;]
- (4) return within [one year] following a lay off[;]
- (5) return within [one year] following termination of employment for any other reason[;] [or]
- (6) return to an eligible class following a reduction in hours].

To reinstate insurance coverage, you must apply for coverage or be re-enrolled within [31 days] after resuming [Active Work] in an Eligible Class [unless the [Employer/Group Policyholder/Participating Employer] contributes the entire cost of the premium]. [The reinstated amount of insurance may not exceed the amount that terminated.] Reinstatement will take effect on [the first day of the Insurance Month coinciding with or next following the date] you return to [Active Work].

If the above conditions are met, and the Policy includes a Pre-Existing Condition Exclusion, then:

- (1) the months of leave will count towards any unmet Pre-Existing Condition Exclusion period; and
 - (2) a new Pre-Existing Condition Exclusion will not apply to the reinstated amount of insurance.
- A new Pre-Existing Condition Exclusion will apply to any increased amount of insurance.

INDIVIDUAL TERMINATIONS

TERMINATION. Your insurance will terminate at 12:00 midnight on the earliest of:

- (1) the date the Policy terminates [or the Employer/Group Policyholder/Participating Employer's participation terminates] (but without prejudice to any claim incurred prior to termination);
- (2) [the date] your class is no longer eligible for insurance;
- (3) [the date] you cease to be a member of an Eligible Class;
- (4) [the last day of the Insurance Month] in which you request termination;
- (5) [the last day of the last Insurance Month] for which premium payment is made on your behalf;
- (6) the end of the period for which the last required premium has been paid;
- (7) with respect to any particular insurance benefit, the day the portion of the Policy providing that benefit terminates;
- (8) [the date] your employment with the [Employer/Group Policyholder/Participating Employer] terminates; or
- (9) [the date] you enter the armed services of any state or country on active duty, except for duty of [30 days] or less for training in the Reserves or National Guard. (If you send proof of military service, the Company will refund any unearned premium);]

[unless insurance is continued under the Continuation Rights provision below].

CONTINUATION RIGHTS. Ceasing Active Work results in termination of your eligibility for insurance, but insurance may be continued as follows.

Disability. If you are absent due to Total Disability [or engaged in Partial Disability Employment], insurance may be continued:

- (1) until the Day Benefits Begin; and
- (2) during the period for which benefits are payable.

The Company must receive the required premium from the [Employer/Group Policyholder/Participating Employer] [until the Day Benefits Begin].

Family or Medical Leave. If you go on an approved Family or Medical Leave and are **not** entitled to the more favorable continuation available during Disability, insurance may be continued until the earliest of:

- (1) the end of the leave period approved by the [Employer/Group Policyholder/Participating Employer];
- (2) the end of the leave period required by federal law, or any more favorable period required by a similar state law;
- (3) the date you notify the [Employer/Group Policyholder/Participating Employer] that you will not return; or
- (4) the date you begin employment with another employer.

The required premium payments must be received from the [Employer/Group Policyholder/Participating Employer], throughout the period of continued insurance.

Military Leave. If you go on a Military Leave, insurance may be continued for the same period allowed for an approved Family or Medical Leave or any more favorable leave in which employees with similar seniority, status, and pay who are on furlough or leave of absence are granted by the [Employer/Group Policyholder/Participating Employer]. The required premium payments must be received from the [Employer/Group Policyholder/Participating Employer], throughout the period of continued insurance.

Lay Off or Other Leave. If you cease work due to a temporary lay off, or due to an approved leave of absence (other than an approved Family or Medical Leave or a Military Leave); insurance may be continued [until the end of the calendar month following the month in which] the lay off or leave begins. The required premium payments must be received from the [Employer/Group Policyholder/Participating Employer], throughout the period of continued insurance.

INDIVIDUAL TERMINATIONS (Continued)

Temporary Reduction in Hours. When your hours are temporarily reduced resulting in your loss of eligibility under the Policy, insurance may be continued [for six Insurance Months] after the temporary reduction in hours begins, provided you work at least [30 hours in a two-week period]. The required premium payments must be received from the [Employer/Group Policyholder/Participating Employer] throughout the period of continued insurance.

Conditions. In administering the above continuations, the [Employer/Group Policyholder/Participating Employer] must not act so as to discriminate unfairly among Insured Persons in similar situations. [Insurance may **not** be continued when you cease Active Work due to a labor dispute, strike, work slowdown or lockout.]

PORTABILITY. If insurance under the Policy would end:

- (1) for any reason other than nonpayment of premiums; and
- (2) continuation under the Continuation Rights provision is either not available or has been exhausted;

then you have the option to continue your insurance under this section.

To continue insurance under this section, you must:

- (1) notify the Company within [31 days] of the date the insurance would otherwise end; and
- (2) pay the applicable premium to the Company.

When continuing insurance under this Portability section, you may not increase the amount of continued insurance. The Maximum Weekly Benefit, Benefit Percentage and Minimum Weekly Benefit amount will not change. However, the amount of the benefit payable may increase or decrease based upon increases or decreases in your Basic Weekly Earnings or Predisability Income.

You are responsible for providing the Company evidence of any change in Basic Weekly Earnings or Predisability Income as such change occurs and prior to the date of any Disability. Any premium adjustment with respect to a change in Basic Weekly Earnings or Predisability Income will become effective on the [first day of the Insurance Month coinciding with or next following] the date the Company receives proof of the change. Changes will not be pro-rated daily. In addition, retroactive adjustments in premium or benefits will not be made.

If you are **not** working or employed immediately prior to the date of Disability, then:

- (1) Partial Disability Benefits will **not** be payable under the continued insurance provided by this Portability section; and
- (2) Total Disability Benefits are subject to this Portability section's definition of Total Disability.

[A direct billing fee will apply when insurance is continued in accord with the Portability section. This fee will be based on the billing frequency chosen.]

Insurance continued under this section ends on the earliest of:

- (1) the last day of the period for which you paid premiums; [or]
- (2) the date the Company receives a written request from you to terminate the insurance[; or]
- [(3) the date you attain [age 70, or die][; or]
- [(4) the date insurance under this section has been continued for [12 months]].

The following definitions apply to the insurance continued under this Portability section:

"Basic Weekly Earnings" or **"Predisability Income"** means your weekly rate of earnings from your last Employer prior to the Determination Date. It is figured from your last payroll stub or federal income tax form(s), which reports wages, tips and other compensation from the Employer. It will not exceed the amount for which premium was paid under the Policy. The "Determination Date" is the [last day worked] prior to the date the Disability begins.

INDIVIDUAL TERMINATIONS (Continued)

"Employer", as it relates to you when you continue your insurance under the Portability section, means the last employer with whom you were employed prior to the date of Disability under the Policy.

"Total Disability" or "Totally Disabled" means your Loss of Activities of Daily Living, but only when you are **not** employed or working immediately prior to the date of Disability. If you are employed or working immediately prior to the date of Disability, then the definition of "Total Disability" or "Totally Disabled" used in the Policy will apply.

"Loss of Activities of Daily Living" means that, due to Injury or Sickness, you have lost the ability to safely and completely perform [two] or more of the following Activities of Daily Living without Direct Personal Assistance with all or most of the activity.

The Activities of Daily Living are:

- (1) **Bathing** - washing self in a tub, in a shower or by sponge bath; with or without equipment.
- (2) **Dressing** - putting on, taking off, fastening or unfastening garments, any medically necessary braces, or any artificial limbs normally worn.
- (3) **Toileting** - getting to, from, on and off toilet and performing related personal hygiene.
- (4) **Transferring** - moving in and out of bed, chair or any wheelchair; with or without equipment such as canes, walkers, crutches, grab bars, other support devices, or mechanical or motorized devices.
- (5) **Continence** - voluntarily maintaining control of bladder and bowel function; or performing related personal hygiene, including care of any catheter or colostomy bag, if not continent.
- (6) **Eating** - once food is prepared and made available, getting nourishment into one's body by any means. This includes eating from a table, tray or container (such as a bowl or cup); or using special equipment (such as a feeding tube or intravenous tube).

Loss of an Activity of Daily Living will not include loss of any activities you were unable to perform on your Effective Date.

"Direct Personal Assistance" means direct physical assistance from another party required to help you perform an Activity of Daily Living, which is required each and every time you perform that activity, because of your inability to perform the entire activity alone, even with the supports and mechanical aides that are normally available to you.

Unless stated otherwise, the Definitions, Exclusions, and any other provisions of the Policy will apply to insurance continued under this Portability section.

WAIVER OF PREMIUM. Premium payments for you, when you are Disabled, are waived during any period for which benefits are payable. Premium payments for Weekly Disability Income Insurance will be waived:

- (1) from [the first day of the Insurance Month following] the Day Benefits Begin;
- (2) until [the first day of the Insurance Month following] the end of the period for which benefits are payable.

If insurance is to be continued following a period for which premiums were waived, premium payments must be resumed, as they become due.

INDIVIDUAL TERMINATION DURING DISABILITY. Termination of your insurance during a Disability will have no effect on benefits payable for that period of Disability.

WEEKLY DISABILITY INCOME INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WEEKLY DISABILITY INCOME INSURANCE
(Continued)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WEEKLY DISABILITY INCOME INSURANCE
(Continued)

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

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

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

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

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

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

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

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

WEEKLY DISABILITY INCOME INSURANCE
(Continued)

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

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

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

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

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

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

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

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

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

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

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

WEEKLY DISABILITY INCOME INSURANCE
(Continued)

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

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

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

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

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

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

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

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

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

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

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

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

WEEKLY DISABILITY INCOME INSURANCE

(Continued)

[For Class 1/Plan 1]

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

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

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

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

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

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

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

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

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

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

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

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

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

WEEKLY DISABILITY INCOME INSURANCE

(Continued)

[For Class 1/Plan 1]

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

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

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

- (1) a cost-of-living increase in any Other Income Benefit (except Earnings); if it takes effect after the first offset for that benefit during a period of Disability;
- (2) reimbursement for hospital, medical or surgical expense;
- (3) reimbursement for attorney fees or other reasonable costs of claiming Other Income Benefits;
- (4) group credit or mortgage disability insurance;
- (5) early retirement benefits that are not elected or received under the federal Social Security Act or other Government Retirement Plan;
- (6) any amounts under the Employer's Retirement Plan that:
 - (a) represent your contributions; or
 - (b) are received upon termination of employment without being disabled or retired[;] [or]
- (7) benefits from a [401(k)], profit-sharing or thrift plan; an individual retirement account (IRA); a tax sheltered annuity (TSA); a stock ownership plan; or a non-qualified plan of deferred compensation[;] [or]
- [(8) [vacation pay, holiday pay, severance pay, salary continuance pay, or paid time-off pay][;] [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]].

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

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

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

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

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

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

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

WEEKLY DISABILITY INCOME INSURANCE

(Continued)

[For Class 1/Plan 1]

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

- (1) A Recurrent Disability will be treated as a new period of Disability, if you:
 - (a) have returned to your Own Job; and
 - (b) have worked [on a full-time basis], for [two consecutive weeks] or more.A new Day Benefits Begin and new Maximum Benefit Period will apply.

- (2) A Recurrent Disability will be treated as part of the prior Disability, if you:
 - (a) have returned to your Own Job; and
 - (b) have worked [on a full-time basis], for less than [two consecutive weeks].The same Day Benefits Begin and same Maximum Benefit Period will apply to the Recurrent Disability as to the prior Disability.

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

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

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

- (1) which is the result of an intentionally self-inflicted Injury or suicide attempt;
- (2) during which you are not under the Regular Care of a Physician;
- (3) which is the result of war (declared or undeclared) or any act of war[;]
- [4] which is the result of a Sickness or Injury for which you receive benefits under Workers' Compensation or similar coverage[;]
- [5] which arises out of (or in the course of) any employment for wage or profit, when the Disability would be covered by Workers' Compensation or similar coverage if:
 - (a) the Employer had enrolled you for such coverage; and
 - (b) you and your Employer had cooperated in filing a claim under that plan[;]
- [6] during which you are eligible to receive disability benefits under:
 - (a) any state temporary disability income benefit law;
 - (b) any state no fault auto insurance law; or
 - (c) any other compulsory benefit act or law[; or]
- [7] during which you receive payment under the Employer's Sick Leave or Salary Continuance Plan[;]
- [8] during which you receive Disability Benefits or Retirement Benefits under the Employer's Retirement Plan[;][or]
- [9] which is a direct or indirect result, or is in any degree caused by your:
 - (a) participation in or attempt to commit a felony;
 - (b) being engaged in an illegal occupation;
 - (c) incarceration in any type of penal or detention facility;
 - (d) participation in a riot, insurrection or rebellion of any kind; or
 - (e) full-time active duty as member of any military, including reserves or national guard].

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

- (1) which is caused or contributed to by, or results from a Pre-Existing Condition; and
- (2) which begins in the first [12] months after your Effective Date[, unless you received no Treatment of the condition for [9 months] in a row after your Effective Date].

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

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

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

WEEKLY DISABILITY INCOME INSURANCE

(Continued)

[For Class 2/Plan 2]

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

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

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

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

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

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

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

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

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

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

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

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

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

WEEKLY DISABILITY INCOME INSURANCE

(Continued)

[For Class 2/Plan 2]

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

- (1) which is the result of an intentionally self-inflicted Injury or suicide attempt;
- (2) during which you are not under the Regular Care of a Physician;
- (3) which is the result of war (declared or undeclared) or any act of war[;]
- [(4) which is the result of a Sickness or Injury for which you receive benefits under Workers' Compensation or similar coverage][;]
- [(5) which arises out of (or in the course of) any employment for wage or profit, when the Disability would be covered by Workers' Compensation or similar coverage if:
 - (a) the Employer had enrolled you for such coverage; and
 - (b) you and your Employer had cooperated in filing a claim under that plan][;]
- [(6) during which you are eligible to receive disability benefits under:
 - (a) any state temporary disability income benefit law;
 - (b) any state no fault auto insurance law; or
 - (c) any other compulsory benefit act or law][;]
- [(7) during which you receive payment under the Employer's Sick Leave or Salary Continuance Plan][;]
- [(8) during which you receive Disability Benefits or Retirement Benefits under the Employer's Retirement Plan][;][or]
- [(9) which is a direct or indirect result, or is in any degree caused by your:
 - (a) participation in or attempt to commit a felony;
 - (b) being engaged in an illegal occupation;
 - (c) incarceration in any type of penal or detention facility;
 - (d) participation in a riot, insurrection or rebellion of any kind; or
 - (e) full-time active duty as member of any military, including reserves or national guard].

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

- (1) which is caused or contributed to by, or results from a Pre-Existing Condition; and
- (2) which begins in the first [12] months after your Effective Date[, unless you received no Treatment of the condition for [9 months] in a row after your Effective Date].

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

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

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

VOCATIONAL REHABILITATION BENEFIT

BENEFIT. If you are Disabled and are receiving Weekly Benefits under the Policy, you may be eligible for a Vocational Rehabilitation Benefit. This benefit consists of services which may include:

- (1) vocational evaluation, counseling, training or job placement;
- (2) job modification or special equipment; and
- (3) other services which the Company deems reasonably necessary to help you return to work.

The Company will determine your eligibility and the amount of any benefit payable.

ELIGIBILITY. You may be eligible for the Vocational Rehabilitation Benefit if the Company finds that you:

- (1) have a Disability that prevents the performance of the Main Duties of your Own Job;
- (2) have the physical and mental abilities needed to complete a Rehabilitation Program; and
- (3) are reasonably expected to return to work after completing the Rehabilitation Program; in view of your degree of motivation and the labor force demand for workers in the proposed occupation.

The Company must also find that the cost of the proposed services is less than its expected claim liability.

AMOUNT. The amount of any Vocational Rehabilitation Benefit will not exceed the Company's expected claims liability. This benefit will not be payable for services covered under your health care plan or any other vocational rehabilitation program. Payment may be made to the provider of the services, at the Company's option.

CONDITIONS. The Company, you, or your Physician may first propose vocational rehabilitation. When a Rehabilitation Program is approved by the Company, the Policy's definition of "Disability" will be waived during the rehabilitation period; however, it will be reapplied after the Rehabilitation Program ends. The Company will determine the amount and duration of any Weekly Disability benefits payable after the Rehabilitation Program ends.

LIMITATION. The Policy will not cover any period of Disability if you have received a Vocational Rehabilitation Benefit and have failed to complete the Rehabilitation Program, without Good Cause.

DEFINITIONS.

"**Good Cause,**" as used in this provision, means your:

- (1) documented physical or mental impairments, which render you unable to take part in or complete a Rehabilitation Program;
- (2) involvement in a medical program, which prevents or interferes with your taking part in or completing a Rehabilitation Program; or
- (3) participating in good faith in some other vocational rehabilitation program, which:
 - (a) conflicts with taking part in or completing a Rehabilitation Program developed by the Company; and
 - (b) is reasonably expected to return you to work.

"**Rehabilitation Program**" means a written vocational rehabilitation program:

- (1) which the Company develops with input from:
 - (a) you;
 - (b) your 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.

OTHER PROVISIONS. Unless stated otherwise, this benefit is subject to all the Definitions, Exclusions, Claims Procedures, [Waiver of Premium,] and other provisions of the Policy.

REASONABLE ACCOMMODATION BENEFIT

BENEFIT. If you are Disabled and are receiving Weekly Benefits under the Policy, then the [Group Policyholder/Participating Employer] may be eligible for a Reasonable Accommodation benefit. This benefit reimburses the [Group Policyholder/Participating Employer] for [50%] of the expense incurred for reasonable accommodation services for you, but will not exceed the lesser of:

- (1) a maximum benefit of [\$2500] for any one Insured Person; or
- (2) the Company's expected liability for your Weekly Disability Income claim.

Such services may include:

- (1) providing you a more accessible parking space or entrance;
- (2) removing barriers or hazards to you from the worksite;
- (3) special seating, furniture or equipment for your work station;
- (4) providing special training materials or translation services during your training; and
- (5) other services the Company deems reasonably necessary to help you return to work with the [Group Policyholder/Participating Employer].

ELIGIBILITY. The Company will determine the [Group Policyholder's/Participating Employer's] eligibility to receive the Reasonable Accommodation benefit. To qualify for the Reasonable Accommodation benefit, the [Group Policyholder/Participating Employer] must have an Insured Person:

- (1) whose Disability prevents the performance of his or her Own Job at the [Group Policyholder's/Participating Employer's] worksite;
- (2) who has the physical and mental abilities needed to perform his or her Own Job or another occupation at the [Group Policyholder's/Participating Employer's] worksite, but only with the help of the proposed accommodation; and
- (3) who is reasonably expected to return to work with the help of the proposed accommodation.

The Company must also find that the requested Reasonable Accommodation benefit is less than the expected liability for your Weekly Disability Income claim.

WRITTEN PROPOSAL. The reasonable accommodation services must be provided in accord with a written proposal, which is developed with input from:

- (1) the [Group Policyholder/Participating Employer];
- (2) you; and
- (3) your Physician, when appropriate.

The proposal must state:

- (1) the purpose of the proposed accommodation; and
- (2) the times, dates, and costs of the services.

CONDITIONS. The Company, the [Group Policyholder/Participating Employer], you, or your Physician may first propose an accommodation.

The proposal must be approved by the Company in writing.

The Company will reimburse the [Group Policyholder/Participating Employer] upon receipt of proof that the [Group Policyholder/Participating Employer]:

- (1) has provided the services for you; and
- (2) has paid the provider for the services.

OTHER PROVISIONS. Unless stated otherwise, the Reasonable Accommodation benefit is subject to all the Definitions, Exclusions, Claims Procedures, [Waiver of Premium,] and other provisions of the Policy.

CERTIFICATE AMENDMENT [NO. 0]

TO BE ATTACHED TO THE CERTIFICATE FOR GROUP POLICY NO: [0000000]

ISSUED TO: [ABC Company, Incorporated]

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

Your Certificate is amended by adding the following provisions.

**PRIOR INSURANCE CREDIT UPON TRANSFER OF
DISABILITY INCOME INSURANCE CARRIERS**

This provision prevents loss of disability income coverage for you, which could otherwise occur solely because of a transfer of insurance carriers. The Policy will provide the following Prior Insurance Credit, when it replaces a Prior Plan.

"Prior Plan" means a prior carrier's group [or individual] disability income policy, which the Policy replaced within[:

- (1) [1 day] of the prior plan's termination date[, if the prior plan was a group policy; or
- (2) within 60 days of the prior plan's termination date, if the Employer has more than 15 Insured Persons covered under the Policy on its effective date.

ABSENCE FROM WORK DUE TO INJURY OR SICKNESS. A Person who is absent from work due to Injury or Sickness upon transfer of plans will be treated as being Actively-At-Work. Subject to premium payments, the Policy will provide coverage to a Person who was:

- (1) insured by the Prior Plan on its termination date; and
- (2) otherwise eligible under the Policy but was not Actively At Work due to the Person's Injury or Sickness on the Policy's Effective Date.

Any Disability incurred while covered under the Prior Plan remains the Prior Plan's responsibility.

This amendment takes effect [on [November 1, 2012], or on your effective date of coverage under the Policy, whichever is later]. In all other respects, the Certificate remains the same.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY



Officer of the Company

CERTIFICATE AMENDMENT [NO. 0]

TO BE ATTACHED TO THE CERTIFICATE FOR GROUP POLICY NO.: [00-0000000]

ISSUED TO: [ABC Company, Incorporated]

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

Your Certificate is amended by adding the following provisions.

**PRIOR INSURANCE CREDIT UPON TRANSFER OF
DISABILITY INCOME INSURANCE CARRIERS**

This provision prevents loss of disability income coverage for you, which could otherwise occur solely because of a transfer of insurance carriers. The Policy will provide the following Prior Insurance Credit, when it replaces a Prior Plan.

"Prior Plan" means a prior carrier's group [or individual] disability income policy, which the Policy replaced within[:

- (1) [1 day] of the prior plan's termination date[, if the prior plan was a group policy; or
- (2) within 60 days of the prior plan's termination date, if the Employer has more than 15 Insured Persons covered under the Policy on its effective date.

ABSENCE FROM WORK DUE TO INJURY OR SICKNESS. A Person who is absent from work due to Injury or Sickness upon transfer of plans will be treated as being Actively-At-Work. Subject to premium payments, the Policy will provide coverage to a Person who was:

- (1) insured by the Prior Plan on its termination date; and
- (2) otherwise eligible under the Policy but was not Actively At Work due to the Person's Injury or Sickness on the Policy's Effective Date.

Any Disability incurred while covered under the Prior Plan remains the Prior Plan's responsibility.

DISABILITY DUE TO A PRE-EXISTING CONDITION. Any Pre-Existing Condition Limitation will not apply to an Insured Person who:

- (1) was insured by the Prior Plan on its termination date; and
- (2) became insured under the Policy on its Effective Date.

This amendment takes effect [on [November 1, 2012], or on your effective date of coverage under the Policy, whichever is later]. In all other respects, the Certificate remains the same.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY



Officer of the Company

CERTIFICATE AMENDMENT

TO BE ATTACHED TO AND MADE A PART OF THE GROUP CERTIFICATE

The definition of "MAIN DUTIES" shown in the Definitions section of the Certificate is amended to read as follows:

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

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

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

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

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

Main Duties include those job tasks:

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

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

This amendment takes effect [on [November 1, 2012], or on your effective date of coverage under the Policy, whichever is later]; but only with respect to disabilities commencing on or after such date. In all other respects, the Certificate remains the same.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY



Officer of the Company

SERFF Tracking #:

JEPT-128585754

State Tracking #:

Company Tracking #:

GL1101-3-STD 12

State: Arkansas

Filing Company:

The Lincoln National Life Insurance Company

TOI/Sub-TOI: H11G Group Health - Disability Income/H11G.002 Short Term

Product Name: Group Short Term Disability

Project Name/Number: 2012 STD Enhancements/GL1101-3-STD 12

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification	Approved	11/29/2012
Comments:			
Attachment(s):			
2012 STD Worksite Readability.pdf			

		Item Status:	Status Date:
Bypassed - Item:	Application	Approved	11/29/2012
Bypass Reason:	The application to be used with the submitted insert pages was reviewed and approved for use in Arkansas on April 8, 2012 under SERFF Tracking Number JEPT-126576276 (Arkansas State Filing Number 45382).		

		Item Status:	Status Date:
Satisfied - Item:	Statement of Variability	Approved	11/29/2012
Comments:			
Attachment(s):			
SOV-GL11013STD12AR-(0712).pdf			

		Item Status:	Status Date:
Satisfied - Item:	Filing Certification	Approved	11/29/2012
Comments:			
Attachment(s):			
11072012 Certificate of Compliance.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Policy and Certificate Forms with New Language Highlighted	Approved	11/29/2012
Comments:			
Attachment(s):			

State:

Arkansas

Filing Company:

The Lincoln National Life Insurance Company

TOI/Sub-TOI:

H11G Group Health - Disability Income/H11G.002 Short Term

Product Name:

Group Short Term Disability

Project Name/Number:

2012 STD Enhancements/GL1101-3-STD 12

AMEND MDUTIES.pdf

AMENDPC212.pdf

AMENDPC312.pdf

3-STD 12.pdf

5 STD-ELE.pdf

5 STD-TE (ADL).pdf

6 GRSTD.pdf

7 GRSTD.pdf

AMENDPC3 12.pdf

31-STD 12.pdf

15-STD 12.pdf

16-INT 12.pdf

16-NON 12.pdf

33-STD 12.pdf

1-STD 12.pdf

2 STD-ELE.pdf

2 STD TE (ADL).pdf

7-STD 12.pdf

9-INT 12.pdf

AMEND MDUTIES.pdf

9-NON 12.pdf

24-STD 12.pdf

26-STD 12.pdf

AMENDPC2 12.pdf

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

READABILITY CERTIFICATION

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

<u>FORM NO.</u>	<u>FLESCH SCORE</u>
GL1101-3-STD 12	51.0
GL1101-5-STD-ELE	50.8
GL1101-5-STD-TE	50.7
GL1101-6-GRSTD	63.3
GL1101-7-GRSTD	56.3
GL1101-15-STD 12	71.5
GL1101-16-INT 12	52.4
GL1101-16-NON 12	51.4
GL1101-31-STD 12	54.3
GL1101-1-33-STD 12	56.3
GL1101-AMEND.PC2 12 AR	55.1
GL1101-AMEND.PC3 12 AR	51.8
GL1101-AMEND.MDUTIES	51.2
GL1102-1-STD 12	50.5
GL1102-2-STD-ELE	52.4
GL1102-2-STD-TE	52.3
GL1102-7-STD 12	60.5
GL1102-9-INT 12	53.2
GL1102-9-NON 12	56.0
GL1102-24-STD 12	52.6
GL1102-26-STD 12	53.0
GL1102-AMEND.PC2 12 AR	50.0
GL1102-AMEND.PC3 12 AR	55.6
GL1102-AMEND.MDUTIES	50.2



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Insurance and Retirement Solutions
The Lincoln National Life Insurance Company
November 7, 2012

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

APPENDIX OF VARIABILITY

For Forms:

GL1101-3-STD 12	GL1102-1-STD 12
GL1101-5-STD-ELE	GL1102-2-STD-ELE
GL1101-5-STD-TE	GL1102-2-STD-TE
GL1101-6-GRSTD	
GL1101-7-GRSTD	
GL1101-15-STD 12	GL1102-7-STD 12
GL1101-16-INT 12	GL1102-9-INT 12
GL1101-16-NON 12	GL1102-9-NON 12
GL1101-31-STD 12	GL1102-24-STD 12
GL1101-33-STD 12	GL1102-26-STD 12
GL1101-AMEND.PC2 12 AR	GL1102-AMEND.PC2 12 AR
GL1101-AMEND.PC3 12 AR	GL1102-AMEND.PC3 12 AR
GL1101-AMEND.MDUTIES	GL1102-AMEND.MDUTIES

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

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

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We request that any reference to Group Policyholder or Participating Employer throughout the forms may reflect one or both terms, or we may name a specific employer, subsidiary, affiliate or affiliates to which the definition applies.

In addition, we request the ability to re-letter and re-number lists when variables requested below are omitted.

I. **DEFINITIONS.** Forms GL1101-3-STD 12 and GL1102-1-STD 12 include the following variability. Any bracketed reference to Partial Disability may be removed if the policy does not cover Partial Disability.

A. The **ACTIVE WORK OR ACTIVELY AT WORK** definition is variable to accommodate the following situations. Alternative language provided is separated by a "/" mark.

1. It may be adapted to atypical work sites and schedules (such as telecommuters, academic years or union hour banks). The variable numbers bracketed below are hypothetical numbers.

a. If the group includes atypical work sites, the subsections in the first paragraph regarding the Employer's usual place of business or location where the Employer requires the Employee to travel may include, or be replaced by, the following:

- i. an alternate work site at the direction of the Group Policyholder/ Employer/ Participating Employer/ specified entity or affiliate.
- ii. an alternate work site approved by the Group Policyholder/ Employer/ Participating Employer/ specified entity or affiliate.

b. If the group includes teachers or other educational professions, the following may apply.

- i. An item may be added to the days considered Actively at Work to state: a school/academic break or school/academic vacation.
- ii. An Active Member definition may be included to mean a member of the Group Policyholder/ Employer/ Participating Employer/ specified entity or affiliate who is employed as a teacher with a workload of at least (%) full-time during the teacher contract year. The percentage in this example would be provided by the policyholder and agreed upon by an underwriter (20 – 99%).

2. It may be removed or adapted if the group includes members (such as in the case of a union).

a. A definition of "Active Member" may be included (in addition to or in lieu of the Active Work definition), "**ACTIVE MEMBER** mean a member who," with one or more of the items listed below, as applicable to the group

- i. is in good standing with the Group Policyholder/Employer/Participating Employer;
- ii. is not confined in a hospital or other health care facility on his or her eligibility date/effective date of coverage;
- iv. has accumulated at least [240] contribution hours in a contribution quarter/ or hour bank;
- v. has worked [240] hours in a work quarter/ work period/ eligibility quarter/ or eligibility period;
- vi. has [240] hours in an hour bank.

The hours shown above would be provided by the policyholder.

b. "Active Work" may also be revised to read as follows:

ACTIVE WORK or ACTIVELY AT WORK means a person/member/Active Member of the Group Policyholder/Employer/Participating Employer/specified entity or affiliate who is engaged in employment on a [part-time or] full-time basis for the Minimum Hours shown in the Schedule of Insurance and performing all Main Duties of his or her Own Occupation [at a Group Policyholder business location.]

The Active Work definition may specify if employment is part-time or full-time or only full-time and may also specify if the employment is limited to a Group Policyholder business location.

c. The paragraph pertaining to the days of being considered Actively at Work may be included with the appropriate items listed for the applicable group or class.

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

- (1) a Saturday, Sunday or holiday which is not a scheduled workday;
- (2) a paid vacation day, or other scheduled or unscheduled non-workday; or
- [(3) a non-medical leave of absence of [12 weeks or less], [whether taken with the [Group Policyholder's/ Employer/ Participating Employer's/specified entity or affiliate] 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.]

In the above example, the bracketed language may be included or omitted. In addition, the exception for non-medical leaves of absence may range from 2 weeks to 60 months, or may be omitted as applicable to the group.

3. 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.
 4. The bracketed provision relating to Military Leave or Family or Medical Leave is bracketed so that it may be included or omitted, but not reworded.
 5. The entire Active Work provision may be included or omitted. An example of when it may be omitted is in the case of non-traditional classes of insured persons.
- B. The **ANNUAL ENROLLMENT PERIOD** definition may be included if requested by the 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. It may be included, excluded, or reworded based upon the agreement with the policyholder.
 2. The second paragraph may be omitted if this information is included on the Schedule of Insurance; otherwise, the following are variable:
 - a. the bracketed 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. The **BASIC WEEKLY EARNINGS** or **PREDISABILITY INCOME** definition are to be filed as variable. Based on information provided by the policyholder, the earnings definitions 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 policyholder. The bracketed exception at the end of the definition may be omitted if Partial Disability is not included.
- D. The bracketed Group Insurance Service Office address is variable in the definition of **COMPANY** in the event it needs to be updated.
- E. We request that the bracketed **DISABILITY BENEFIT** paragraph be filed as an omit-only variable, to be used only for groups that offer a retirement benefit.
- F. In the definition of **EMPLOYEE** or **FULL-TIME EMPLOYEE**, the following variability applies.
1. Clarification may be added to specify if a Partner or Owner or specific type of professional is also to be included.
 2. Reference to Participating Employer may be included, if applicable, or 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 Insurance. 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 policyholder.
 4. The definition may be revised to include Regular Part-Time Employees, Associates, or Members, as applicable.

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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 not 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.
 9. In lieu of a definition of Employee, a definition of Person or Member may be included with the applicable case-specific information. In this case, any reference to Employee would be replaced with Person or Member, as applicable to the group.
- G. **EMPLOYER** definition is variable, so that case-specific information can be substituted, or it may be omitted.
- H. The **EVIDENCE OF INSURABILITY** definition may be omitted when not applicable. If included, the bracketed sentence within the definition may be omitted or a phrase may be added to indicate to whom this may apply. For example, we may use the phrases "For late entrants," "If a 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."
- I. The **FAMILY OR MEDICAL LEAVE** definition 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.
- J. The definition of **FULL-TIME** is variable so that the bracketed time period of a "week" 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.
- K. The bracketed number of days in definition of **INJURY** is variable to accommodate case-specific information.
- L. The bracketed material in the definition of **INSURANCE MONTH** or **POLICY MONTH** is variable so it may be changed if the insurance month falls on a date other than the 1st of the month.
- M. In the **MAIN DUTIES** or **MATERIAL AND SUBSTANTIAL DUTIES** definition, the bracketed paragraph (concerning the Americans with Disabilities Act) may be omitted for a group that is not subject to that federal law.
- N. The **MILITARY LEAVE** definition 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 or state requirements. A specific employer, subsidiary, affiliate or affiliates may be name to which the definition applies.

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- O. The **OPEN ENROLLMENT PERIOD** definition may be included if requested by the 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 Insurance; otherwise, the following are variable:
 - a. the bracketed Month and Day 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.
- P. In the definition of **OWN JOB or REGULAR JOB**, the bracketed text will be omitted when not applicable.
- Q. The **PAID TIME-OFF (PTO) PLAN** definition is an omit-only variable that may be omitted when not applicable. In addition, the definition may be included in lieu of the **SICK LEAVE or SALARY CONTINUANCE PLAN** definition, if applicable.
- R. In the **PARTIAL DISABILITY or PARTIALLY DISABLED** definition, the bracketed text is omit-only variable.
- S. In the **PARTIAL DISABILITY EMPLOYMENT** definition, the bracketed 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.
- T. The **PERSON** definition is variable so it may reference the applicable eligible members. Depending on the type of group, the bracketed language for "Employee of the Employer" is variable so that the description may be replaced or additional descriptions may be added. For example, "individual," "Employee of the Employer and Owner," "Active Member," "Partner," "Regular Full Time Employee" or some other variation may be used.
- Item (1) is variable to that it may be changed to match any class descriptions in the Schedule of Insurance or classes or eligible groups described by the policyholder. References to enrollment forms in item (2) can be omitted for noncontributory or takeover plans where enrollment is automatic.
- U. The **RETIREMENT BENEFIT** definition is filed as an omit-only variable. It may be omitted for a non-integrated plan or if not applicable to the group.
- V. The **RETIREMENT PLAN** definition may be omitted for non-integrated plans or if not applicable to the group. When included, the bracketed term "401(k)" is variable so it may be changed to reflect a type of plan excluded under this definition. The bracketed text in item (2) may be included for a school/government group, if requested, and may reference the particular plan.
- W. The **SICK LEAVE or SALARY CONTINUANCE PLAN** definition may be omitted if a policyholder does not have such a plan or if such a plan is not to be included as an offset or exclusion.
- X. In the definition of **TOTAL DISABILITY or TOTALLY DISABLED**, the bracketed "a pilot's license" may be included if applicable.
- Y. The **WAITING PERIOD** definition is variable, so that case-specific information can be substituted. It can be omitted if not applicable. An alternate version of the text is: "means the period of time a [person/employee] must be in an eligible class with the [Group Policyholder/Employer/Participating Employer/Participating Organization] before he or she becomes eligible to enroll for coverage under the Policy. The bracketed last sentence in the paragraph, relating to Prior Service Credit, may be removed if not applicable to the group.
- Z. The **WEEKLY BENEFIT** definition is variable to remove Partial Disability in the event the policyholder does not elect Partial Disability Benefits.

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- II. ELIGIBILITY AND EFFECTIVE DATES.** Forms GL1101-5-STD ELE and GL1102-2-STD ELE include variability as follows:
- A. In the **ELIGIBLE CLASSES** section, the second bracketed sentence may be removed if the policy is guaranteed renewable or if not applicable to the group.
 - B. Policy insert page GL1101-5-STD-ELE and certificate insert page GL1102-2-STD-ELE contain the eligibility and effective dates applicable to the certificate-holder. We request the bracketed material to be filed as variable so the contract can conform to the group's enrollment and payroll and practices.
 - C. The bracketed terms related to the date of an occurrence are variable throughout, so that coverage can begin and end on the day, the day following, first day of the month coinciding with or next following, first day of the month following, the last day of the month following, last day of the payroll cycle/pay period, the date, or any other specified day following the events listed.
 - D. The **ELIGIBILITY** section includes the following variability:
 - 1. In the first sentence, if only two items apply, the bracketed "latest of" may be changed to "later of." If only one item remains, the "latest of" will be omitted. The numbering and punctuation will be adjusted according to the number of items included.
 - 2. Item (2) may be included if the group consists of Participating Employers.
 - 3. Item (3) may be omitted if there is no eligibility Waiting Period to be satisfied.
 - 4. An **Exception** to the general **ELIGIBILITY** section may be included in order to accommodate a group's administrative needs. The exception would permit eligibility upon a change in status for defined classes of individuals/employees, such as providing immediate eligibility for part-time employees who transition to full-time employment.
 - E. The **Prior Service Credit towards Waiting Period** section includes the following variability:
 - 1. In item (1), the bracketed break in service can range from 1 month to 5 years.
 - 2. Items (2) and (3) can be omitted for policyholders that are not subject to federal FMLA and USERRA requirements.
 - 3. Similar items can be added concerning other leaves (such as sabbaticals or labor disputes), if required by the group's leave practices or union contracts.
 - 4. The entire section may be omitted if not applicable.
 - 5. Alternate language may be included to accommodate a group's administrative handling. For example:
 - "Prior Service in an ineligible class will apply toward the Waiting Period when:
 - (1) an employee's employment status with the [Group Policyholder/Participating Employer] changes; and
 - (2) such employee becomes a member of an eligible class."
 - F. The **EFFECTIVE DATE** section includes variability as follows:
 - 1. Item (2) of the first paragraph may be omitted if an Active Work requirement is not used in the Policy. In the alternative, "Non-confinement" or "Period of Limited Activity" language can, such as the following, may be added or substituted for groups that include non-employee classes (union members, etc.):
 - a. the date the Person resumes Active Work, if not Actively at Work on the day his or her insurance would otherwise take effect;
 - b. the day after the Person's final discharge from a hospital or other health care facility, if the Person/a retiree is confined to such a facility on the date he or she would otherwise become eligible; and
 - c. the day after the Person's resumption of the normal activities of a healthy person of the same age and sex, if the Person/a retiree is in a Period of Limited Activity and unable to perform such activities the date he or she would otherwise become eligible;

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2. Item (3) of the first paragraph is variable as follows:
 - a. The item may be omitted if the coverage is non-contributory.
 - b. References to employee applications, payroll deduction orders, flexible benefits plan accounts, or employee contributions can be omitted when these do not conform to the group's enrollment and billing practices.
 - c. The bracketed "and signs" may be omitted along with items (a) or (b) or both (a) and (b) may be omitted if the group does not have any payroll deductions, Flexible Benefits Plan or other compensation plan.
 - d. In item (3)b, the term "Flexible Benefits Plan" can be changed to reflect the compensation plan.
3. Item (4) of the first paragraph may be omitted if inapplicable because the Policy does not require Evidence of Insurability.
4. The second paragraph regarding increases may be omitted if the group does not permit any increases to coverage.
5. Item (2) of the second paragraph may be omitted or changed to the non-confinement period or period of limited activity language shown below for non-employee classes (union members, etc.). The bracketed time period may be modified to accommodate the policyholder's requirements.

Any increase in coverage or benefits becomes effective at 12:01 a.m. on the latest of:

- (1) [the day after] the Insured Person's final discharge from a hospital or other health care facility, if he or she is confined to such a facility on the date the increase would otherwise take effect; or
 - (2) [the day after] the Insured Person's resumption of the normal activities of a healthy person of the same age and sex, if he or she is in a Period of Limited Activity and unable to perform such activities on the date the increase would otherwise take effect.
6. Item (3) of the second paragraph may be omitted if inapplicable and Evidence of Insurability not required.
 7. The third paragraph regarding decreases may be omitted if not applicable to the group. The active work language may be omitted for non-employee classes (retirees, union members, etc.) so that the definition reads as follows:

Any decrease will take effect on [the day] of the change.

H. The **Evidence of Insurability** section includes variability as follows:

1. In item (1), the enrollment period may range from 31 to 91 days.
2. In item (2), "(b)" and "(c)" may be removed where inapplicable and lettering revised accordingly.
3. In item (2)(c), the term "Flexible Benefits Plan" can be changed to reflect the compensation plan.
4. Item (3) can be omitted for noncontributory plans or if not applicable to the group.
5. Item (4) can be omitted when optional, supplemental, or voluntary coverage is not offered, or if not applicable to the group.
6. In item (4), the reference to "Guaranteed Issue" amounts may be omitted when there are no "Guaranteed Issue" amounts shown in the Schedule of Insurance.
7. The bracketed material in item (4) may be substituted with case-specific information.
8. The entire section may be omitted if not applicable.

I. The **Effective Date for Change in Eligible Class** section includes a bracketed date in item (1). This date may be removed or changed so that coverage can begin and end on the day, the day following, first day of the month coinciding with or next following, first day of the month following, the last day of the month following, last day of the payroll cycle/pay period, or any other specified day following the date of the change.

J. The **REINSTATEMENT RIGHTS** section includes variability as follows:

1. Items (1) or (2) can be omitted when the group is not subject to federal FMLA or USERRA law.
2. Items (3), (4), or (5) can be omitted or show different time periods to agree with the group's leave practices or union contracts. The time period may range from one month to 60 months or some other duration as agreed upon by an underwriter.

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3. The events listed in the first paragraph may be expanded to include additional reinstatement triggers due to a return to eligible status, sabbatical leaves, or other types of leaves to coincide with a group's administrative practices. In this event, the additional types of leaves and the applicable duration may be listed showing the specific description of the type of leave, sabbatical, or ineligible status and the duration subject to the same variability as indicated above.
 4. In the second paragraph, the following variability applies:
 - a. The bracketed re-enrollment period can range from 31 to 91 days, to agree with the group's enrollment practices.
 - b. The bracketed term "Active Work" may be changed to reflect "active status" (as for a member), "employment," or another status description applicable to the specific group.
 - c. The bracketed text in the first sentence of this paragraph may be included when the policyholder or participating organization pay for the entire cost of the premium.
 5. The entire section may be omitted if not applicable (for example, if there is no Waiting Period or evidence of insurability requirement to waive).
- K. The bracketed Pre-Existing Condition language we request to be filed as an omit-only variable. This paragraph may be omitted if no Reinstatement Rights are to be included.

III. INDIVIDUAL TERMINATIONS. GL1101-5-STD-TE and GL1102-2-STD TE include variability as follows:

- A. *Policy insert page GL1101-5-STD-TE and certificate insert page GL1102-2-STD-TE* contain the individual terminations applicable to the certificate-holder. We request the bracketed material to be filed as variable so the contract can conform to the group's practices.
- B. The bracketed terms related to the date of an occurrence are variable throughout, so that coverage can begin and end on the day, the day following, first day of the month coinciding with or next following, first day of the month following, the last day of the month following, last day of the payroll cycle/pay period, the date, or any other specified day following the events listed.
- C. Under the **TERMINATION** section, variability is requested to support non-standard handling due to policyholders' administrative guidelines regarding terminations. The numbering and punctuation will be adjusted in accordance with any inclusions or omissions.
 1. Item (2) may be omitted if only one class is included under the Policy.
 2. In items (3) and (8), language can be added or substituted to handle non-employee classes (union members, etc.).

The following are sample provisions that may be added or substituted:

 - a. [the date] such Insured Person ceases to be in a class which is eligible for coverage under this Policy or dies;
 - b. [the date] such Insured Person ceases to be in a class which is eligible for coverage under this Policy, attains age [70 - 100], or dies;
 - c. [the date] the Insured Person ceases to be an member with the [Group Policyholder/Participating Employer];
 - d. [the date] the Insured Person's membership with the [Group Policyholder/Participating Employer] terminates;
 3. At the policyholder's request, item (5) may be omitted and item (8) reworded to coincide with the group's billing cycle or administrative handling of terminations. Examples:
 - a. the last day of the Insurance Month in which the Insured Person's employment with the Group Policyholder or Participating Organization terminates, if employment terminates on or before the 15th of the month;
 - b. The last day of the Insurance Month in which the Insured Person's employment with the Group Policyholder or Participating Organization terminated if employment terminates after the 15th of the month;
 4. At the policyholder's request, item (6) may be reworded to coincide with a policyholder's payroll cycle. Example:
 - a. the last day of the Insurance Month in which the Insured Person's employment with the Group Policyholder or Participating Organization terminates, or the last day of the payroll period for which premium payment is made on the Insured Person's behalf (whichever is later);

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5. At the policyholder's request item (8) may be reworded for layoff situations. Examples:
 - a. if termination is due to a layoff, the last day of the Insurance Month which follows the date the Insured Person's employment with the Group Policyholder or Participating Employer terminates;
 - b. if termination is due to other than a layoff, the date the Insured Person's employment with the Group Policyholder or Participating Employer terminates;
6. Item (8) may also be reworded or split for specific classes to accommodate a group's administrative handling with respect to termination of employment, elected position, membership.
7. At the policyholder's request, an item may be added to address coverage ending upon retirement. Example:
 - a. the day after the Insured Person retires with the Group Policyholder or Participating Employer;
8. At the policyholder's request, an item may be added to address the exhaustion of paid time off or vacation time upon termination. Example:
 - a. the day after any paid time off (PTO) and/or vacation time is exhausted due to termination of the Insured Person's employment with the Group Policyholder or Participating Organization;
9. In item (9), military service of 30 days to 5 years may be exempted or the item may be omitted.
10. The bracketed provision, "unless insurance is continued under the Continuation Rights provision below," may be deleted if continuation is not provided by the Policy.

D. The **CONTINUATION RIGHTS** section may be included or it may be omitted if it not applicable to the particular group (e.g. members). Each type of continuation may be included or omitted as applicable to the particular class of insureds (e.g. members). If applicable to certain classes, a phrase may be added before the particular continuation to denote the class in which the continuation applies. If this section is included, the following additional variability applies:

1. In the **Disability** paragraph, the following variability applies:
 - a. The bracketed reference to Partial Disability Employment may be omitted if the policyholder does not select Partial Disability insurance.
 - b. The duration of continuation described in items (1) and (2) may be changed to accommodate an Employer's administrative guidelines or union contracts;
 - c. The bracketed reference to the "Day Benefits Begin" may be removed where inapplicable.
2. The **Family or Medical Leave** and the **Military Leave** sections can be omitted for employers not subject to those federal laws. We request the ability to re-word these provisions to reflect any change to federal requirements.
3. in the **Lay Off or Other Leave** section, the bracketed continuation period can range from one to 60 calendar months or insurance/policy months. If the continuation is for only one month or premium payment period, the last sentence may be shortened to read: "The required premium payment must be received from the [Group Policyholder/ Participating Employer]. If the continuation period is longer than one month or premium period, the last sentence may read: "The required premium payments must be received from the [Group Policyholder/ Participating Employer], throughout the period of continued coverage";
If the duration is different between lay-off and leave of absence, this section may be divided to reflect the continuation period specific to the type of absence or show one or the other if either is not applicable.
4. In the **Temporary Reduction in Hours** section, if included, the bracketed duration may range from continuing to the end of the month in which the reduction occurred to continuing for 24 Insurance Months or Policy Months. The work requirement for an Insured Person to continue coverage is variable to meet policyholder requirements.
5. In the **Conditions** section, the last sentence may be omitted if a union agreement requires coverage or with underwriter approval.
6. Additional continuation periods may be added (as may be required by federal or local law, the group's compensation program or union agreements, a prior carrier's contract, etc.). Examples (the bracketed durations typically range from one month to three months but may be extended up to 24 Insurance Months):
 - a. **Sabbatical Leave.** If an Insured Person cease(s) work due to an approved sabbatical, coverage may be continued [for three Insurance Months] after the sabbatical begins or until the end of an approved sabbatical]. The required premium payments must be received from the [Group Policyholder/Participating Employer] throughout the period of continued insurance.

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- b. **Plant Closing or Mass Lay Off.** If an Insured Person is not provided a 60-day notice by the Group Policyholder/Participating Organization of a plant closing or of a mass lay off and the Insured Person ceases work due to a lay off as a result of a plant closing or of a mass lay off, then coverage may be continued:
 - i. for up to 60 days after the lay off begins; and
 - ii. provided premium payments are made on the Insured Person's behalf.

- E. The **PORTABILITY** section may be included or it may be omitted if it not applicable to the particular group. Additional variability applies as follows:
 - 1. In the first paragraph, item (1), the bracketed 31 days may range from 31 to 91 days.
 - 2. The bracketed phrase "first day of the Insurance Month coinciding with or next following" is variable so that the change can be effective on "the day," "the day following," "the first day of the month coinciding with or next following," "the first day of the month following," "the last day of the month following," "the last day of the payroll cycle/pay period," "the date," or any other specified day following the events listed.
 - 3. The bracketed sentence regarding a direct billing fee may be removed if no fee will apply.
 - 4. In the fifth paragraph, item (3), the bracketed age may range from 60 to 100, or be omitted when not applicable. The bracketed reference to the billing fee will be omitted when not applicable. The entire provision may be omitted.
 - 5. In the fifth paragraph, item (4), the bracketed time period may range from 1 month to 5 years.
 - 6. In the definition of "Basic Weekly Earnings" the bracketed reference to the "last day worked" is variable so that the Determination Date calculation may change to accommodate the policyholder's request.
 - 7. In the definition of "Loss of Activities of Daily Living," the bracketed 2 may range from 1-6.
- F. The **WAIVER OF PREMIUM** section is variable so that it may be included or omitted. In addition, the bracketed language in items (1) and (2) may be reworded as needed to accommodate administration.

IV. PREMIUMS AND PREMIUM RATES. GL1101-6-GRSTD includes variability as follows:

- A. In the **PAYMENT OF PREMIUMS** section, the term "Company's Group Insurance Service Office" is variable so that the office name may be changed in the event that the name or location of the appropriate office changes.
- B. In the **GRACE PERIOD** section, the bracketed period of 31 days is variable so that the time period may be increased, but never decreased below 31 days.
- C. In the **PREMIUM RATE CHANGE** section, we request variability as follows:
 - 1. In item (3), we request omit variability so the applicable items may be included or omitted as appropriate.
 - 2. In item (4), we request variability so that the bracketed word "first" in reference to the anniversary may be changed to reflect the appropriate applicable anniversary in which the rates will change.
 - 3. In the last paragraph, the notice of the rate change will be at least 31 days but may be increased upon request.
- D. In the **PREMIUM AMOUNT** section, we request variability so that the last phrase referencing the monthly billing fee, may be included or omitted if inapplicable. If included, we request variability so that the period may be changed from monthly to bi-weekly, quarterly or another period administratively required.
- E. We request the Premium Rate Schedule to be filed as variable since this section will include the rates applicable to the particular group.

V. POLICY TERMINATION. GL1101-7-GRSTD includes variability as follows:

- A. In the **TERMINATION BY THE COMPANY** section, we request the bracketed notice of termination be at least 31 days but may be increased upon request.
- B. Under the **TERMINATION BY THE GROUP POLICYHOLDER** section the bracketed "on the date" is variable so that coverage can end on the day, the day following, the last day of the month following, or any other specified day.

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VI. **WEEKLY DISABILITY INCOME INSURANCE.** Forms GL1101-15-STD 12 and GL1102-7-STD 12 provide the Weekly Disability Income provisions for the Total and Partial Disability Benefits. We request the following variability:

- A. Under the **TOTAL DISABILITY BENEFIT, Duration**, we request the following variability:
1. the bracketed item (3) in the first paragraph can be removed if partial disability benefits are not covered under the policy.
 2. The bracketed material in item (1)(c) of the third paragraph may be omitted at the request of the policyholder and agreed upon by underwriting.
 3. The bracketed "more than twice" in item (1)(c) can be changed to "more than three times."
 4. The bracketed item (3), requiring timely application for Other Income Benefits, may be omitted for non-integrated plans.
- B. The bracketed **TOTAL DISABILITY BENEFIT, Amount**, paragraphs details various methods for calculating the amount of Weekly Total Disability Benefit. The section used is dependent on the policyholder's request. Respectively, the **Amount** sections detail the following benefit calculations:
- integrated benefit;
 - flat benefit, integrated;
 - non-integrated benefit;
 - flat benefit, non-integrated;
 - backdoor integration with certain sources;
 - flat benefit, backdoor integration with certain sources;
 - all source integration;
 - flat and all source integration.

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

- C. The **PARTIAL DISABILITY BENEFIT** paragraphs may be omitted in their entirety if Partial Disability Benefits are not included in the Policy. If included, we request variability as follows:
1. the bracketed material in item (1) may be omitted or included, dependent on whether or not an Insured Person must be Totally Disabled before becoming eligible for Partial Disability benefits under the plan.
 2. The period during which an Insured Person must become Partially Disabled may range from 30 to 90 days.
 3. In item (3), the percentage of Basic Weekly Earnings may typically range from 10% to 30%.
 4. In the second paragraph, the bracketed material may be omitted or included, dependent on whether or not an Insured Person must be Totally Disabled before becoming eligible for Partial Disability benefits under the plan.
- D. Under **PARTIAL DISABILITY BENEFIT, Duration**, we request variability as follows:
1. The bracketed earnings cap in item (3) may typically range from 60% to 99%.
 2. In the second paragraph, in item (1)(c), the bracketed material concerning the postponement of a required examination may be omitted at the request of the policyholder and agreed upon by underwriting.
 3. In the second paragraph, in item (1)(c), the phrase "more than twice" can be changed to "more than three times."
 4. Bracketed item (3), requiring timely application for Other Income Benefits, may be omitted for non-integrated plans.
 5. The bracketed **Partial Disability Benefit--Amount** paragraphs detail various methods for calculating the amount of Weekly Partial Disability Benefit. The paragraph used is dependent on the policyholder's request. Respectively, the **Amount** paragraphs detail the following benefit calculations:
 - integrated benefit;
 - flat benefit, integrated;
 - non-integrated benefit;
 - flat benefit, non-integrated.

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Within the bracketed sections, the bracketed plan/class may be included to describe the appropriate plan/class to which the benefits apply, the term "Other Income Benefits" may be replaced with a subcategory listed under the **Other Income Benefits** definition. The bracketed integration percentage may typically range from 40% to 100%.

- VII. WEEKLY DISABILITY INCOME INSURANCE (Continued).** Forms GL1101-16-INT 12 and GL1102-9-INT 12 are for use with **integrated benefits**. We request the following variability:
- A. We request that the bracketed plan/class may be included to describe the appropriate plan/class to which the benefits apply.
- B. The sub-sections under the **OTHER INCOME BENEFITS** section may be included or omitted. Depending on the features requested by the policyholder, the plan may provide the following:
- **non-occupational** coverage (which excludes job-related disability);
 - 24-hour **occupational** coverage (which offsets Workers' Compensation benefits);
 - the exclusion of disabilities paid under an employer's salary continuance or retirement plan, or the offsetting of such benefits.
- C. We request variability in the **OTHER INCOME BENEFITS** section, as follows:
1. Under **Compulsory Benefits**, items (1) and (2), concerning state temporary disability or no-fault automobile insurance laws, may be omitted or included as needed.
 2. Under **Compulsory Benefits**, item (3) will normally exempt Workers' Compensation-type plans, but may include them when an occupational (24-hour) plan is requested. Item (3) may specify some other compulsory benefit plan needed for a custom case in a certain industry or political subdivision.
 3. Under **Compulsory Benefits**, item (4) may also specify some other compulsory benefit plan needed for a custom case in a certain industry or political subdivision.
 4. Under **Other Insurance Plans**, the bracketed references to "any individual policy, association group plan or franchise plan, or any auto liability insurance policy" will be omitted as the standard. One or more of these sources may be included for a custom case, where overinsurance is a special concern.
 5. The **Employee Benefit Plans** paragraph will be included if the Employer's Sick Leave or Salary Continuance Plan or Paid Time-Off (PTO) Plan is to be included as an offset. The bracketed Sick Leave or Paid Time-Off language will be included or omitted accordingly.
 6. In the **Employee Benefit Plans** paragraph, the bracketed "vacation pay, severance pay, or" may be omitted if a Paid Time-Off (PTO) Plan is to be an offset since the PTO Plan encompasses such pay as a part of the group's sick leave or salary continuance program and does not differentiate among the conditions of the salary continuance (i.e., sick time, vacation pay, personal time are all lumped together and used as the employee wishes).
 7. The **Employer's Retirement Plan** paragraph may be omitted in its entirety if it is not to be included as an offset for a custom case. (It is included as a standard offset.)
 8. In the **Social Security and Other Government Retirement Plans** section, the bracketed material may be replaced with the name of a specific plan or it may be omitted if not applicable.
 9. Under the **Earnings** section, the bracketed references to Section 125 Plans and various tax forms may be changed to reflect the specific plan or tax form to be referenced at the request of the policyholder; any one of the items listed may be omitted, if not applicable; or this section may be omitted in its entirety.
 10. In the bracketed **Recovery from a Third Party** section, the bracketed percentage to be offset may typically range from 50% to 100%.
 11. Under **Exceptions**, the bracketed "401K" may be changed to reflect the specific plan applicable to the group as requested by the policyholder.
 12. Under **Exceptions**, bracketed items 8, 9, and 10 may be omitted if not applicable. For item (8), the bracketed items may be included or omitted as applicable to the group. For item (9), the bracketed items will be included as the standard but one or more may be omitted for a custom case, where overinsurance due to that item is a special concern. For item (10), the bracketed material may be replaced with the name of a specific plan.
- D. We request variability in the **RULES CONCERNING OTHER INCOME BENEFITS** section, the bracketed period under **Refunding Overpayments** may range from 60 to 90 days.

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- E. Under **RECURRENT DISABILITY**, we request variability as follows:
1. The bracketed "on a full-time basis" in items (1)(b) and (2)(b) may be replaced with a minimum number of hours (20-40).
 2. The bracketed period may range from 2 to 12 consecutive weeks.
 3. The bracketed reference to the percentage shown in the Partial Disability Benefit section may be replaced by an actual percentage, typically ranging from 60% to 99%.
- F. Under **EXCLUSIONS**, we request variability as follows:
1. Items (4) and (5) will be omitted for 24-hour occupational plans.
 2. Items (6), (7), and (8) may be included, if such benefits are not included as offsets.
 3. In item (6), any of the items may be included or omitted as applicable to the group.
 4. Item (6)(c) may provide an exception to the exclusion for compulsory benefit acts as follows: "except state temporary disability income benefit laws".
 5. Item (6)(c) may also specify the compulsory benefit plans if needed for a custom case, industry or political subdivision.
 6. Items (5), (6), (7), and (8) may be omitted for a group that elects to integrate with such other benefits, rather than to exclude periods when such benefits are available; or they may be omitted for a custom case.
 7. Item (9) may be included or omitted depending upon the selections of the policyholder and underwriter.
- G. For the bracketed **PRE-EXISTING CONDITION LIMITATION** we request variability as follows:
1. This provision can be included or omitted in its entirety. Within the brackets, only the bracketed items can be changed, and only as permitted by state law.
 2. The bracketed exclusionary period under item (2) can range from 6 to 24 months, and the bracketed treatment-free period can range from 3 to 12 months or be omitted.
 3. In the definition of "Pre-Existing Condition," the bracketed look-back period can range from 3 to 24 months.
 4. The bracketed sentence for increases may be included if a pre-ex limitation is to apply to increases.

VIII. WEEKLY DISABILITY INCOME INSURANCE (continued). Forms GL1101-16-NON 12 and GL1102-9-NON 12 are for use with **non-integrated benefits**. We request variability as follows:

- A. We request that the bracketed plan/class may be included to describe the appropriate plan/class to which the benefits apply.
- B. The bracketed text in **RULES CONCERNING EARNINGS AND OTHER BENEFITS** may be omitted if no Partial Disability Benefits are provided under the policy, plan or class.
- C. Under **Earnings**, the bracketed references to Section 125 Plans and various tax forms may be changed to reflect the specific plan or tax form to be referenced at the request of the policyholder; any one of the items listed may be omitted, if not applicable; or this section may be omitted in its entirety.
- D. The bracketed period under **Refunding Overpayments** may range from 60 to 90 days.
- E. Under **Recurrent Disability**, the bracketed "on a full-time basis" may be replaced with a minimum number of hours (20-40)
- F. Under **Recurrent Disability**, the bracketed period may range from 2 to 12 consecutive weeks.
- G. Under **Recurrent Disability**, the bracketed reference to the percentage shown in the Partial Disability Benefit section may be replaced by an actual percentage, typically ranging from 60% to 99%.

The Lincoln National Life Insurance Company

H. Under **EXCLUSIONS**, we request variability as follows:

1. Items (4) and (5) will be omitted for 24-hour occupational plans.
2. Item (6) may be included or omitted. If included, any one or more of the items listed may be included or omitted as applicable.
3. Item (6)(c) can specify the compulsory benefit plans if needed for a custom case, industry or political subdivision.
4. Items (7), and (8) will be included as the standard, but may be omitted when not applicable.
5. Item (9) may be included or omitted depending upon the selections of the policyholder and underwriter.

I. The bracketed **PRE-EXISTING CONDITION LIMITATION**, we request variability as follows:

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

IX. VOCATIONAL REHABILITATION BENEFIT. Policy form GL1101-31-STD 12 and certificate form GL1102-24-STD 12 describe the Vocational Rehabilitation Benefit. The bracketed reference to waiver of premium in the **OTHER PROVISIONS** section may be omitted when not applicable.

X. REASONABLE ACCOMODATION BENEFIT. Policy form GL1101-33-STD 12 and certificate form GL1102-26-STD 12 describe the Reasonable Accommodation Benefit. We request variability as follows:

- A. Under the **BENEFIT** paragraph, the bracketed percentage may range from 10% to 70%.
- B. Under the **BENEFIT** paragraph, the bracketed maximum benefit amount may range from \$1,000 to \$10,000.
- C. The bracketed reference to waiver of premium in the **OTHER PROVISIONS** section may be omitted when not applicable.

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- XI. AMENDMENTS.** Amendment forms GL1101-AMEND.PC2 12 AR (Policy)/ GL1102-AMEND.PC2 12 AR (Certificate) and GL1101-AMEND.PC3 12 AR (Policy)/ GL1102-AMEND.PC3 12 AR (Certificate) provide for prior insurance credit upon the transfer of disability income insurance carriers. We request variability as follows:
- A. The case-specific information at the beginning of the form may be inserted according to the group. This includes the amendment number, group policy number, policyholder name, plan, class, Participating Employer, effective date.
 - B. Under the "Prior Plan" section, the bracketed phrase "or individual" may be included or omitted. item (2) will be included if "or individual" is included. These variables are to account for worksite groups where employees may be changing over from individual policies.
 - C. Under the "Prior Plan" section, the bracketed reference to "1 day" in item (1) may range from 1 day to 120 days, or any other period required by law or requested by the policyholder and agreed to by underwriting.
 - D. The bracketed date in the last paragraph is variable.
 - E. In amendment forms GL1101-AMEND.PC3 12 (Policy)/ GL1102-AMEND.PC3 12 (Certificate), a statement may be added, upon policyholder request and underwriter approval. This statement, to be added at the end of the DISABILITY DUE TO A PRE-EXISTING CONDITION section, is as follows:

The Pre-existing Condition Limitation is also waived for an Insured Person who was not covered by the Prior Plan, but enrolls in the Policy at the first enrollment opportunity. The Pre-existing Condition Limitation will apply to any increases in coverage under this Policy or if the Insured Person enrolls after his or her first enrollment opportunity.

- F. The company officer's signature block is variable so that a new officer signature may be used as needed.

- XII. AMENDMENTS.** Amendment forms GL1101-AMEND.MDUTIES (Policy)/ GL1102-AMEND.MDUTIES (Certificate) revise the definition of Main Duties. We request variability as follows:
- A. The case-specific information at the beginning of the form may be inserted according to the group. This includes the amendment number, group policy number, policyholder name, plan, class, Participating Employer, effective date.
 - B. The bracketed section in the Americans with Disabilities Act may be omitted or included.

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

Insurer: The Lincoln National Life Insurance Company

Filing Reference: 2012 STD Worksite Enhancements

Form Number(s):

Policy Form	Certificate Form	Description
GL1101-3-STD 12	GL1102-1-STD 12	Definitions
GL1101-5-STD-ELE	GL1102-2-STD-ELE	Eligibility and Effective Dates
GL1101-5-STD-TE	GL1102-2-STD-TE	Individual Terminations
GL1101-6-GRSTD		Premiums and Premium Rates
GL1101-7-GRSTD		Policy Termination
GL1101-15-STD 12	GL1102-7-STD 12	Weekly Disability Income Insurance
GL1101-16-INT 12	GL1102-9-INT 12	Weekly Disability Income Insurance (Continued)
GL1101-16-NON 12	GL1102-9-NON 12	Weekly Disability Income Insurance (Continued)
GL1101-31-STD 12	GL1102-24-STD 12	Vocational Rehabilitation Benefit
GL11-1-33-STD 12	GL1102-26-STD 12	Reasonable Accommodation Benefit
GL1101-AMEND.PC2 12 AR	GL1102-AMEND.PC2 12 AR	Prior Insurance Credit
GL1101-AMEND.PC3 12 AR	GL1102-AMEND.PC3 12 AR	Prior Insurance Credit
GL1101-AMEND.MDUTIES	GL1102-AMEND.MDUTIES	Main Duties

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

Deborah A. Turek

Name

Assistant Vice President, Product Compliance

Title

November 7, 2012

Date

POLICY AMENDMENT

TO BE ATTACHED TO AND MADE A PART OF THE GROUP POLICY

The definition of "MAIN DUTIES" shown in the Definitions section of this Policy is amended to read as follows:

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

- (1) are normally required to perform **an 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.]

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.

This amendment takes effect [on [November 1, 2012], or on the Insured Person's effective date of coverage under this Policy, whichever is later]; but only with respect to disabilities commencing on or after such date. In all other respects, this Policy remains the same.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY



Officer of the Company

POLICY AMENDMENT [NO. 0]

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

ISSUED TO: [ABC Company, Incorporated]

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

The Policy is amended by the addition of the following provisions.

**PRIOR INSURANCE CREDIT UPON TRANSFER OF
DISABILITY INCOME INSURANCE CARRIERS**

This provision prevents loss of disability income coverage for an Insured Person, which could otherwise occur solely because of a transfer of insurance carriers. This Policy will provide the following Prior Insurance Credit, when it replaces a **Prior Plan**.

"**Prior Plan**" means a prior carrier's group **[or individual]** disability income policy, which this Policy replaced within:

- (1) **[1 day]** of the prior plan's termination date, if the prior plan was a group policy; or
- (2) **[31 days]** of the prior plan's termination date, if the prior plan was an individual policy].

ABSENCE FROM WORK DUE TO INJURY OR SICKNESS. A Person who is absent from work due to Injury or Sickness upon transfer of plans will be treated as being Actively-At-Work. Subject to premium payments, this Policy will provide coverage to a Person who was:

- (1) insured by the **Prior Plan** on its termination date; and
- (2) otherwise eligible under this Policy but was not Actively At Work due **to the Person's Injury or Sickness on this Policy's Effective Date.**

Any Disability incurred while covered under the Prior Plan remains the Prior Plan's responsibility.

This amendment takes effect [on [November 1, 2012], or on the Insured Person's effective date of coverage under the Policy, whichever is later]. In all other respects, the Policy remains the same.

Policyholder

Signature & Title of Officer

**THE LINCOLN NATIONAL
LIFE INSURANCE COMPANY**

Chas A. Brantley

Officer of the Company

POLICY AMENDMENT [NO. 0]

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

ISSUED TO: [ABC Company, Incorporated]

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

The Policy is amended by the addition of the following provisions.

**PRIOR INSURANCE CREDIT UPON TRANSFER OF
DISABILITY INCOME INSURANCE CARRIERS**

This provision prevents loss of disability income coverage for an Insured Person, which could otherwise occur solely because of a transfer of insurance carriers. This Policy will provide the following Prior Insurance Credit, when it replaces a **Prior Plan**.

"Prior Plan" means a prior carrier's group **[or individual]** disability income policy, which this Policy replaced within:

- (1) **[1 day]** of the prior plan's termination date, if the prior plan was a group policy; or
- (2) **[31 days]** of the prior plan's termination date, if the prior plan was an individual policy].

ABSENCE FROM WORK DUE TO INJURY OR SICKNESS. A Person who is absent from work due to **Injury or Sickness** upon transfer of plans will be treated as being **Actively-At-Work**. Subject to premium payments, this Policy will provide coverage to a Person who was:

- (1) insured by the **Prior Plan** on its termination date; and
- (2) otherwise eligible under this Policy but was not **Actively At Work** due to **the Person's Injury or Sickness** on **this Policy's Effective Date**.

Any Disability incurred while covered under the Prior Plan remains the Prior Plan's responsibility.

DISABILITY DUE TO A PRE-EXISTING CONDITION. **Any Pre-Existing Condition Limitation will not apply to** an Insured Person who:

- (1) was insured by the **Prior Plan** on its termination date; and
- (2) **became insured under this Policy on its Effective Date.**

This amendment takes effect [on [November 1, 2012], or on the Insured Person's effective date of coverage under the Policy, whichever is later]. In all other respects, the remains the same.

Policyholder

Signature & Title of Officer

**THE LINCOLN NATIONAL
LIFE INSURANCE COMPANY**

Chas A. Brantley

Officer of the Company

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/Person's] performance of all Main Duties of his or her Own Job for the regularly scheduled number of hours, at:

- (1) the Employer's place of business; or
- (2) any other business location where the [Employer/Group Policyholder/Participating Employer] requires the [Employee/Person] to travel.

Unless disabled on the prior workday or on the day of absence, an [Employee/Person] 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/Group Policyholder's/Participating 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/Person's] own health condition.]

ANNUAL ENROLLMENT PERIOD means a designated timeframe that occurs each year for eligible [Employees/Persons] [to elect coverage who did not enroll during their initial eligibility period or for employees with existing coverage under this Policy to elect additional benefit amounts]. The submission of satisfactory evidence of insurability is required. Participating in an Annual Enrollment Period does not change the Policy provisions related to Waiting Periods or Pre-Existing Condition Limitations. [Employees/Persons] 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/Persons] to [enroll for [type of coverage] or to increase their current benefit amounts of [type of coverage]]. (For date insurance begins, refer to "Effective Date" section.)

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

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

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 [Employer/Group Policyholder/Participating Employer]'s place of business. When used with regard to effective dates, it means 12:01 a.m. When used with regard to termination dates, it means 12:00 midnight.

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

DEFINITIONS (Continued)

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

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

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

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

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

EMPLOYER means the [Group Policyholder/Participating Employer]. 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/Person'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/Person's] own expense.]

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

- (1) is subject to, and in accord with, the requirements of 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/Group Policyholder's/Participating Employer's] leave policy and the law which applies; and
- (3) does not exceed the period approved by the [Employer/Group Policyholder/Participating Employer] and required by that law.

The leave period may:

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

If an [Employee/Person] 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/Person] is on an FMLA leave due to his or her own health condition on the date Policy coverage takes effect, he or she is not considered Actively at Work.

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

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

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

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

DEFINITIONS (Continued)

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

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

The term "Injury" shall not include any:

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

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

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

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

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

- (1) are normally required to perform **an 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/Group Policyholder/Participating Employer]** is subject to the Act; or
- (2) the Insured Person has requested such a job accommodation.

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

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

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

MILITARY LEAVE means a leave of absence that:

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

DEFINITIONS (Continued)

OPEN ENROLLMENT PERIOD means a designated timeframe for eligible [employees/persons] [to elect coverage who did not enroll during their initial eligibility period or for [employees/persons] 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 **Insurance**. Participation in an Open Enrollment Period does not change the Policy provisions related to Waiting Periods or Pre-Existing Condition Limitations. [Employees/Persons] 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/Persons] 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 JOB or **REGULAR JOB** means the occupation, trade or profession:

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

[Any reference to "Own Occupation" or "Regular Occupation" throughout this Policy is to be defined as "Own Job" or "Regular Job".]

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

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

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

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

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

PARTIAL DISABILITY EMPLOYMENT means the Insured Person is working at his or her **Own Job** or any other occupation; however, because of **Injury or Sickness**:

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

During Partial Disability Employment, his or her current earnings:

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

PERSON means an [Employee of the Employer][:]

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

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

DEFINITIONS (Continued)

PHYSICIAN means:

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

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

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

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

POLICY means this group insurance Policy issued by the Company to the [Employer/Group Policyholder/Participating Employer].

PREDISABILITY INCOME—See Basic Weekly Earnings definition.

REGULAR CARE OF A PHYSICIAN means the Insured Person:

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

REGULAR JOB—See Own Job or Regular Job definition.

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

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

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

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

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

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

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

DEFINITIONS (Continued)

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

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

It does **not** include compensation the [Employer/Group Policyholder/Participating Employer] pays an Insured Person for work actually performed during a Disability.

SICKNESS means illness, pregnancy or disease.

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

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

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

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

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

ELIGIBILITY AND EFFECTIVE DATES

ELIGIBLE CLASSES. The **classes eligible** for insurance are shown in the Schedule of **Insurance**. [The Company has the right to review and terminate any or all classes eligible under this Policy, if any class ceases to be covered by this Policy.]

ELIGIBILITY. A Person becomes eligible for insurance provided by this Policy on the **[later of/latest of]:**

- (1) the Policy's date of issue[;]
- [(2) [the date] such Person's organization becomes a Participating Employer][;] [or]**
- (3) [the date] the Waiting Period is completed].

Prior Service Credit Towards Waiting Period. The Waiting Period is shown in the Schedule of Insurance. Prior service in an Eligible Class will apply toward the Waiting Period, when a Person:

- (1) is rehired within [one year] after his or her employment ends;
- (2) **returns** from an approved Family or Medical Leave within:
 - (a) the leave period required by federal law; or
 - (b) any longer period required by a similar state law; or
- (3) **returns** from a Military Leave within the period required by federal USERRA law.

EFFECTIVE DATE. A Person's initial amount of Personal Insurance becomes effective at 12:01 a.m. on the **[later of/latest of]:**

- [(1) [the first day of the Insurance Month coinciding with or next following the date] the Person becomes eligible for the insurance];**
- [(2) [the date] the Person resumes Active Work, if not Actively at Work on the day he or she becomes eligible][;]**
- [(3) [the date] the Person makes written application for insurance [and signs][;]**
 - [(a) a payroll deduction order, if the Insured Person pays any part of this Policy's premiums][;] [or]**
 - [(b) an order to pay premiums from the Person's [Flexible Benefits Plan] account, if Employer contributions are made through such an account][;] [or]**
- [(4) [the date] the Company approves the Person's Evidence of Insurability, if required].**

Any increased or additional insurance becomes effective at 12:01 a.m. on the **[later of/latest of]:**

- [(1) [the first day of the Insurance Month coinciding with or next following] the date on which the Insured Person becomes eligible for the increase, if Actively at Work on that day][;]**
- [(2) [the date] the Insured Person resumes Active Work, if not Actively at Work on the day the increase would otherwise take effect][;] [or]**
- [(3) [the date] any required Evidence of Insurability is approved by the Company].**

Any decrease will take effect on **[the day]** of the change, whether or not the Insured Person is Actively at Work.

Evidence of Insurability. Evidence of Insurability satisfactory to the Company must be submitted **[(at the Person's expense)];** when:

- (1) a Person makes written application for insurance (or an increased amount of insurance) more than **[31 days]** after becoming eligible for the insurance;
- (2) a Person makes written application for insurance after he or she has requested:
 - (a) to cancel insurance[;]
 - (b) to stop payroll deductions for the insurance][;] [or]
 - (c) to stop premium payments from the [Flexible Benefits Plan] account][;]
- (3) insurance is elected after the Person has caused insurance to lapse, by failing to pay the required premium when due][;] [or]
- (4) optional, supplemental or voluntary insurance is elected in excess of any Guaranteed Issue Amounts [shown in the Schedule of Insurance]].

ELIGIBILITY AND EFFECTIVE DATES
(Continued)

Effective Date for Change in Eligible Class. An Insured Person may become a member of a different Eligible Class. **Insurance** under the different Eligible Class will be effective:

- (1) on [the first day of the Insurance Month coinciding with or next following the date] of the change;
- (2) except as stated in the Effective Date provision for increases or decreases.

REINSTATEMENT RIGHTS. If an Insured Person's **insurance** terminates due to one of the following breaks in service [or a reduction in hours], he or she will be entitled to reinstate the **insurance** upon resuming [Active Work] with the [Employer/Group Policyholder/Participating Employer] within the required timeframe. "Reinstatement" or "to reinstate" means to re-enroll for the Policy's **insurance** coverage, without satisfying a new Waiting Period [or providing Evidence of Insurability]. Reinstatement is available upon:

- [(1) return from an approved Family or Medical Leave within:
 - (a) **the** period required by federal law; or
 - (b) any longer period required by a similar state law];;
- [(2) return from a Military Leave within the period required by federal USERRA law];;
- [(3) return from any other approved leave of absence within [12 months] after the leave begins];;
- [(4) return within [one year] following a lay off];;
- [(5) return within [one year] following termination of employment for any other reason];; [or]
- [(6) return to an eligible class following a reduction in hours].

To reinstate **insurance** coverage, the Insured Person must apply for coverage or be re-enrolled within [31 days] after resuming [Active Work] in an Eligible Class [unless the [Employer/Group Policyholder/Participating Employer] contributes the entire cost of the premium]. [The reinstated amount of insurance may not exceed the amount that terminated.] Reinstatement will take effect on [the first day of the Insurance Month coinciding with or next following the date] the Insured Person returns to [Active Work].

If the above conditions are met, and this Policy includes a Pre-Existing Condition Exclusion, then:

- (1) the months of leave will count towards any unmet Pre-Existing Condition Exclusion period; and
 - (2) a new Pre-Existing Condition Exclusion will not apply to the reinstated amount of insurance.
- A new Pre-Existing Condition Exclusion will apply to any increased amount of insurance.

INDIVIDUAL TERMINATIONS

TERMINATION. An Insured Person's insurance will terminate at 12:00 midnight on the earliest of:

- (1) the date this Policy terminates [or the Employer/Group Policyholder/Participating Employer's participation terminates] (but without prejudice to any claim incurred prior to termination);
- (2) [the date] the Insured Person's Class is no longer eligible for insurance;
- (3) [the date] the Insured Person ceases to be a member of an Eligible Class;
- (4) [the last day of the Insurance Month] in which the Insured Person requests termination;
- (5) [the last day of the last Insurance Month] for which premium payment is made on the Insured Person's behalf;
- (6) the end of the period for which the last required premium has been paid;
- (7) with respect to any particular insurance benefit, the date the portion of this Policy providing that benefit terminates;
- (8) [the date] the Insured Person's employment with the [Employer/Group Policyholder/Participating Employer] terminates; or
- (9) [the date] the Insured Person enters the armed services of any state or country on active duty, except for duty of [30 days] or less for training in the Reserves or National Guard. (If the Insured Person sends proof of military service, the Company will refund any unearned premium);]

[unless insurance is continued under the Continuation Rights provision below].

CONTINUATION RIGHTS. Ceasing Active Work results in termination of the Insured Person's eligibility for insurance, but insurance may be continued as follows.

Disability. If the Insured Person is absent due to Total Disability [or engaged in Partial Disability Employment], insurance may be continued:

- (1) until the Day Benefits Begin; and
- (2) during the period for which benefits are payable.

The Company must receive the required premium from the [Employer/Group Policyholder/Participating Employer] [until the Day Benefits Begin].

Family or Medical Leave. If an Insured Person goes on an approved Family or Medical Leave and is **not** entitled to the more favorable continuation available during Disability, insurance may be continued until the earliest of:

- (1) the end of the leave period approved by the [Employer/Group Policyholder/Participating Employer];
- (2) the end of the leave period required by federal law, or any more favorable period required by a similar state law;
- (3) the date the Insured Person notifies the [Employer/Group Policyholder/Participating Employer] that he or she will not return; or
- (4) the date the Insured Person begins employment with another employer.

The required premium payments must be received from the [Employer/Group Policyholder/Participating Employer], throughout the period of continued insurance.

Military Leave. If an Insured Person goes on a Military Leave, insurance may be continued for the same period allowed for an approved Family or Medical Leave or any more favorable leave in which employees with similar seniority, status, and pay who are on furlough or leave of absence are granted by the [Employer/Group Policyholder/Participating Employer]. The required premium payments must be received from the [Employer/Group Policyholder/Participating Employer], throughout the period of continued insurance.

Lay Off or Other Leave. When an Insured Person ceases work due to a temporary lay off, or due to an approved leave of absence (other than an approved Family or Medical Leave or a Military Leave); insurance may be continued [until the end of the calendar month following the month in which] the lay off or leave begins. The required premium payments must be received from the [Employer/Group Policyholder/Participating Employer], throughout the period of continued insurance.

INDIVIDUAL TERMINATIONS (Continued)

Temporary Reduction in Hours. When an Insured Person's hours are temporarily reduced resulting in his or her loss of eligibility under this Policy, insurance may be continued [for six Insurance Months] after the temporary reduction in hours begins, provided the Insured Person works at least [30 hours in a two-week period]. The required premium payments must be received from the [Employer/Group Policyholder/Participating Employer] throughout the period of continued insurance.

Conditions. In administering the above continuations, the [Employer/Group Policyholder/Participating Employer] must not act so as to discriminate unfairly among Insured Persons in similar situations. [Insurance may **not** be continued when an Insured Person ceases Active Work due to a labor dispute, strike, work slowdown or lockout.]

PORTABILITY. If insurance under this Policy would end:

- (1) for any reason other than nonpayment of premiums; and
- (2) continuation under the Continuation Rights provision is either not available or has been exhausted;

then the Insured Person has the option to continue his or her insurance under this section.

To continue insurance under this section, the Insured Person must:

- (1) notify the Company within [31 days] of the date the insurance would otherwise end; and
- (2) pay the applicable premium to the Company.

When continuing insurance under this Portability section, the Insured Person may not increase the amount of continued insurance. The Maximum Weekly Benefit, Benefit Percentage and Minimum Weekly Benefit amount will not change. However, the amount of the benefit payable may increase or decrease based upon increases or decreases in the Insured Person's Basic Weekly Earnings or Predisability Income.

An Insured Person is responsible for providing the Company evidence of any change in Basic Weekly Earnings or Predisability Income as such change occurs and prior to the date of any Disability. Any premium adjustment with respect to a change in Basic Weekly Earnings or Predisability Income will become effective on the [first day of the Insurance Month coinciding with or next following] the date the Company receives proof of the change. Changes will not be pro-rated daily. In addition, retroactive adjustments in premium or benefits will not be made.

If the Insured Person is **not** working or employed immediately prior to the date of Disability, then:

- (1) Partial Disability Benefits will **not** be payable under the continued insurance provided by this Portability section; and
- (2) Total Disability Benefits are subject to this Portability section's definition of Total Disability.

[A direct billing fee will apply when insurance is continued in accord with the Portability section. This fee will be based on the billing frequency chosen.]

Insurance continued under this section ends on the earliest of:

- (1) the last day of the period for which the Insured Person paid premiums; [or]
- (2) the date the Company receives a written request from the Insured Person to terminate the insurance[; or]
- [(3) the date the Insured Person attains [age 70, or dies][; or]
- [(4) the date insurance under this section has been continued for [12 months]].

The following definitions apply to the insurance continued under this Portability section:

"Basic Weekly Earnings" or **"Predisability Income"** means the Insured Person's weekly rate of earnings from his or her last Employer prior to the Determination Date. It is figured from the Insured Person's last payroll stub or federal income tax form(s), which reports wages, tips and other compensation from the Employer. It will not exceed the amount for which premium was paid under this Policy. The **"Determination Date"** is the [last day worked] prior to the date the Disability begins.

INDIVIDUAL TERMINATIONS (Continued)

"Employer", as it relates to an Insured Person who continues his or her insurance under the Portability section, means the last employer with whom the Insured Person was employed prior to the date of Disability under this Policy.

"Total Disability" or "Totally Disabled" means the Insured Person's Loss of Activities of Daily Living, but only when the Insured Person is **not** employed or working immediately prior to the date of Disability. If the Insured Person is employed or working immediately prior to the date of Disability, then the definition of "Total Disability" or "Totally Disabled" used in the Policy will apply.

"Loss of Activities of Daily Living" means that, due to Injury or Sickness, the Insured Person has lost the ability to safely and completely perform [two] or more of the following Activities of Daily Living without Direct Personal Assistance with all or most of the activity.

The Activities of Daily Living are:

- (1) **Bathing** - washing self in a tub, in a shower or by sponge bath; with or without equipment.
- (2) **Dressing** - putting on, taking off, fastening or unfastening garments, any medically necessary braces, or any artificial limbs normally worn.
- (3) **Toileting** - getting to, from, on and off toilet and performing related personal hygiene.
- (4) **Transferring** - moving in and out of bed, chair or any wheelchair; with or without equipment such as canes, walkers, crutches, grab bars, other support devices, or mechanical or motorized devices.
- (5) **Contenance** - voluntarily maintaining control of bladder and bowel function; or performing related personal hygiene, including care of any catheter or colostomy bag, if not continent.
- (6) **Eating** - once food is prepared and made available, getting nourishment into one's body by any means. This includes eating from a table, tray or container (such as a bowl or cup); or using special equipment (such as a feeding tube or intravenous tube).

Loss of an Activity of Daily Living will not include loss of any activities the Insured Person was unable to perform on his or her Effective Date.

"Direct Personal Assistance" means direct physical assistance from another party required to help an Insured Person perform an Activity of Daily Living, which is required each and every time the Insured Person performs that activity, because of the Insured Person's inability to perform the entire activity alone, even with the supports and mechanical aides that are normally available to him or her.

Unless stated otherwise, the Definitions, Exclusions, and any other provisions of this Policy will apply to insurance continued under this Portability section.

WAIVER OF PREMIUM. Premium payments for an Insured Employee who is Disabled are waived during any period for which benefits are payable. Premium payments for Weekly Disability Income Insurance will be waived:

- (1) from [the first day of the Insurance Month following] the Day Benefits Begin;
- (2) until [the first day of the Insurance Month following] the end of the period for which benefits are payable.

If insurance is to be continued following a period for which premiums were waived, premium payments must be resumed, as they become due.

INDIVIDUAL TERMINATION DURING DISABILITY. Termination of an Insured Person's insurance during a Disability will have no effect on benefits payable for that period of Disability.

PREMIUMS AND PREMIUM RATES

PAYMENT OF PREMIUMS. No insurance provided by this Policy will be in effect until the first premium for such insurance is paid. For insurance to remain in effect, each subsequent premium must be paid on or before its due date. The [Employer/Group Policyholder/Participating Employer] is responsible for paying all premiums as they become due. Premiums are payable on or before their due dates at the [Company's Group Insurance Service Office]. The premium must be paid in U.S. dollars.

GRACE PERIOD. A grace period of [31 days] from the due date will be allowed for the payment of each premium after the first. This Policy will remain in effect during the grace period; unless the [Employer/Group Policyholder/Participating Employer] gives the Company advance written notice of termination. The [Employer/Group Policyholder/Participating Employer] will remain liable for payment of a pro rata premium for the time this Policy remained in force during the grace period.

PREMIUM RATE CHANGE. The Company may change any premium rate on any of the following dates:

- (1) the date this Policy's terms are changed;
- (2) the date the Company's liability is changed due to a change in federal, state or local law;
- (3) the date the Company's liability is changed because the [Employer/Group Policyholder/Participating Employer] (or any covered division, subsidiary or affiliated company):
 - (a) relocates, dissolves or merges, or is added to or removed from this Policy;
 - (b) ceases to be covered by the state worker's compensation program or any other program of like intent;
 - (c) ceases to provide or reduces Sick Leave or Salary Continuance Plan benefits; or]
- (4) on any premium due date after this Policy's [first] anniversary, or any later rate guarantee date agreed upon by the Company, for all policies of like class.

Unless the Company and the [Employer/Group Policyholder/ Participating Employer] agree otherwise, the Company will give at least [31 days'] advance written notice of any increase in premium rates.

PREMIUM AMOUNT. The amount of premium due on each due date will be the total of the premium amounts obtained by multiplying:

- (1) each rate shown in the Premium Rate Schedule; by
 - (2) the number of Insured Persons electing each rate[;]
- [and then adding the billing fee, if any].

For premium purposes, the effective date of any change in insurance is the [first day of the Insurance Month] which coincides with or follows the change. Changes will not be pro-rated daily.

PREMIUM RATE SCHEDULE

Weekly Disability Income Insurance Rate

\$.XX per \$10 of insurance

POLICY TERMINATION

TERMINATION BY THE COMPANY. This Policy is issued for an indefinite term. The Policy will continue in force as long as premiums are paid when due, unless terminated for one of the following reasons:

- (1) the [Employer/Group Policyholder/Participating Employer], without good cause, fails to:
 - (a) promptly furnish any information the Company reasonably requires; or
 - (b) perform its duties pertaining to this Policy in good faith;
- (2) state law otherwise requires this Policy to be terminated.

To terminate this Policy, the Company must give the [Employer/Group Policyholder/Participating Employer] at least [31 days'] advance written notice of its intent to do so.

TERMINATION BY GROUP POLICYHOLDER. The [Employer/Group Policyholder/Participating Employer] may terminate this Policy at any time, by giving the Company advance written notice. Insurance will then terminate:

- (1) [on the date] the Company receives the notice; or
- (2) any later date the [Employer/Group Policyholder/Participating Employer] and the Company have agreed upon.

The [Employer/Group Policyholder/Participating Employer] remains responsible for the payment of premiums to the date of termination.

AUTOMATIC TERMINATION. If any premium remains unpaid at the end of the Grace Period; then this Policy will automatically terminate, without any action on the Company's part, on the last day of the Grace Period. The [Employer/Group Policyholder/Participating Employer] remains responsible for the payment of premiums to the date of termination.

EFFECT ON INCURRED CLAIMS. Termination of this Policy will not affect benefits otherwise payable for a claim incurred while this Policy is in force.

CERTIFICATE AMENDMENT [NO. 0]

TO BE ATTACHED TO THE CERTIFICATE FOR GROUP POLICY NO.: [00-000000]

ISSUED TO: [ABC Company, Incorporated]

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

Your Certificate is amended by adding the following provisions.

**PRIOR INSURANCE CREDIT UPON TRANSFER OF
DISABILITY INCOME INSURANCE CARRIERS**

This provision prevents loss of disability income coverage for you, which could otherwise occur solely because of a transfer of insurance carriers. The Policy will provide the following Prior Insurance Credit, when it replaces a **Prior Plan**.

"**Prior Plan**" means a prior carrier's group **[or individual]** disability income policy, which the Policy replaced within[:

- (1) [1 day] of the prior plan's termination date[, if the prior plan was a group policy; or
- (2) [31 days] of the prior plan's termination date, if the prior plan was an individual policy].

ABSENCE FROM WORK DUE TO INJURY OR SICKNESS. A Person who is absent from work due to Injury or Sickness upon transfer of plans will be treated as being **Actively-At-Work**. Subject to premium payments, the Policy will provide coverage to a Person who **was:**

- (1) insured by the **Prior Plan** on its termination date; and
- (2) otherwise eligible under the Policy but was not **Actively At Work** due to **the Person's Injury** or Sickness on **the Policy's** Effective Date.

Any Disability incurred while covered under the Prior Plan remains the Prior Plan's responsibility.

DISABILITY DUE TO A PRE-EXISTING CONDITION. **Any Pre-Existing Condition Limitation will not apply to an Insured Person who:**

- (1) was insured by the **Prior Plan** on its termination date; and
- (2) **became insured under the Policy on its Effective Date.**

This amendment takes effect [on [November 1, 2012], or on your effective date of coverage under the Policy, whichever is later]. In all other respects, the Certificate remains the same.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY



Officer of the Company

VOCATIONAL REHABILITATION BENEFIT

BENEFIT. If an Insured Person is Disabled and is receiving Weekly Benefits under this Policy, he or she may be eligible for a Vocational Rehabilitation Benefit. This benefit consists of services which may include:

- (1) vocational evaluation, counseling, training or job placement;
- (2) job modification or special equipment; and
- (3) other services which the Company deems reasonably necessary to help the Insured Person return to work.

The Company will determine the Insured Person's eligibility and the amount of any benefit payable.

ELIGIBILITY. An Insured Person may be eligible for the Vocational Rehabilitation Benefit if the Company finds that he or she:

- (1) has a Disability that prevents the performance of the Main Duties of his or her **Own Job**;
- (2) has the physical and mental abilities needed to complete a Rehabilitation Program; and
- (3) is reasonably expected to return to work after completing the Rehabilitation Program; in view of his or her degree of motivation and the labor force demand for workers in the proposed occupation.

The Company must also find that the cost of the proposed services is less than its expected claim liability.

AMOUNT. The amount of any Vocational Rehabilitation Benefit will not exceed the Company's expected claims liability. This benefit will not be payable for services covered under the Insured Person's health care plan or any other vocational rehabilitation program. Payment may be made to the provider of the services, at the Company's option.

CONDITIONS. The Company, the Insured Person, or his or her Physician may first propose vocational rehabilitation. When a Rehabilitation Program is approved by the Company, this Policy's definition of "Disability" will be waived during the rehabilitation period; however, it will be reapplied after the Rehabilitation Program ends. The Company will determine the amount and duration of any Weekly Disability benefits payable after the Rehabilitation Program ends.

LIMITATION. This Policy will not cover any period of Disability for an Insured Person who has received a Vocational Rehabilitation Benefit and has failed to complete the Rehabilitation Program, without Good Cause.

DEFINITIONS.

"**Good Cause**," as used in this provision, means the Insured Person's:

- (1) documented physical or mental impairments, which render the Insured Person unable to take part in or complete a Rehabilitation Program;
- (2) involvement in a medical program, which prevents or interferes with the Insured Person's taking part in or completing a Rehabilitation Program; or
- (3) participating in good faith in some other vocational rehabilitation program, which:
 - (a) conflicts with taking part in or completing a Rehabilitation Program developed by the Company; and
 - (b) is reasonably expected to return the Insured Person to work.

"**Rehabilitation Program**" means a written vocational rehabilitation program:

- (1) which the Company develops with input from:
 - (a) the Insured Person;
 - (b) the Insured Person'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.

OTHER PROVISIONS. Unless stated otherwise, this benefit is subject to all the Definitions, Exclusions, Claims Procedures, [Waiver of Premium,] and other provisions of this Policy.

WEEKLY DISABILITY INCOME INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WEEKLY DISABILITY INCOME INSURANCE
(Continued)

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

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

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

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

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

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

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

or

- (3) the Maximum Weekly Benefit.

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

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

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

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

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

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

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

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

WEEKLY DISABILITY INCOME INSURANCE
(Continued)

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

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

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

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

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

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

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

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

WEEKLY DISABILITY INCOME INSURANCE
(Continued)

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

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

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

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

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

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

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

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

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

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

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

WEEKLY DISABILITY INCOME INSURANCE
(Continued)

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

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

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

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

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

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

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

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

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

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

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

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

WEEKLY DISABILITY INCOME INSURANCE

(Continued)

[For Class 1/Plan 1]

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

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

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

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

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

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

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

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

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

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

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

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

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

WEEKLY DISABILITY INCOME INSURANCE
(Continued)
[For Class 1/Plan 1]

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

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

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

- (1) a cost-of-living increase in any Other Income Benefit (except Earnings); if it takes effect after the first offset for that benefit during a period of Disability;
- (2) reimbursement for hospital, medical or surgical expense;
- (3) reimbursement for attorney fees or other reasonable costs of claiming Other Income Benefits;
- (4) group credit or mortgage disability insurance;
- (5) early retirement benefits that are not elected or received under the federal Social Security Act or other Government Retirement Plan;
- (6) any amounts under the Employer's Retirement Plan that:
 - (a) represent the Insured Person's contributions; or
 - (b) are received upon termination of employment without being disabled or retired[;] [or]
- (7) benefits from a [401(k)], profit-sharing or thrift plan; an individual retirement account (IRA); a tax sheltered annuity (TSA); a stock ownership plan; or a non-qualified plan of deferred compensation[;] [or]
- [(8) vacation pay, holiday pay, severance pay, salary continuance pay, or paid time-off pay][;]
- [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]].

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

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

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

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

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

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

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

WEEKLY DISABILITY INCOME INSURANCE

(Continued)

[For Class 1/Plan 1]

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

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

- (a) has returned to his or her Own Job; and
 - (b) has worked [on a full-time basis], for [two consecutive weeks] or more.
- A new Day Benefits Begin and new Maximum Benefit Period will apply.

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

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

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

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

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

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

- (1) which is the result of an intentionally self-inflicted Injury or suicide attempt;
- (2) during which the Insured Person is not under the Regular Care of a Physician;
- (3) which is the result of war (declared or undeclared) or any act of war[;]
- [(4) which is the result of a Sickness or Injury for which the Insured Person receives benefits under Workers' Compensation or similar coverage[;]]
- [(5) which arises out of (or in the course of) any employment for wage or profit, when the Disability would be covered by Workers' Compensation or similar coverage if:
 - (a) the Employer had enrolled the Insured Person for such coverage; and
 - (b) the Insured Person and Employer had cooperated in filing a claim under that plan[;]
- [(6) during which the Insured Person is eligible to receive disability benefits under:
 - (a) any state temporary disability income benefit law;
 - (b) any state no fault auto insurance law; or
 - (c) any other compulsory benefit act or law[; or]
- [(7) during which the Insured Person receives payment under the Employer's Sick Leave or Salary Continuance Plan[;]]
- [(8) during which the Insured Person receives Disability Benefits or Retirement Benefits under the Employer's Retirement Plan[;][or]
- [(9) which is a direct or indirect result, or is in any degree caused by the Insured Person's:
 - (a) participation in or attempt to commit a felony;
 - (b) being engaged in an illegal occupation;
 - (c) incarceration in any type of penal or detention facility;
 - (d) participation in a riot, insurrection or rebellion of any kind; or
 - (e) full-time active duty as member of any military, including reserves or national guard].

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

- (1) which is caused or contributed to by, or results from a Pre-Existing Condition; and
- (2) which begins in the first [12] months after the Insured Person's Effective Date[, unless the Insured Person received no Treatment of the condition for [9 months] in a row after his or her Effective Date].

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

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

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

WEEKLY DISABILITY INCOME INSURANCE

(Continued)

[For Class 2/Plan 2]

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

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

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

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

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

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

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

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

- (1) A Recurrent Disability will be treated as a new period of Disability, if the Insured Person:
 - (a) has returned to his or her **Own Job**; and
 - (b) has worked [on a full-time basis], for [two consecutive weeks] or more.

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

- (2) A Recurrent Disability will be treated as part of the prior Disability, if the Insured Person:
 - (a) has returned to his or her **Own Job**; and
 - (b) has worked [on a full-time basis], for less than [two consecutive weeks].

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

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

WEEKLY DISABILITY INCOME INSURANCE
(Continued)
[For Class 2/Plan 2]

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

- (1) which is the result of an intentionally self-inflicted Injury or suicide attempt;
- (2) during which the Insured Person is not under the Regular Care of a Physician;
- (3) which is the result of war (declared or undeclared) or any act of war[;]
- [(4) which is the result of a Sickness or Injury for which the Insured Person receives benefits under Workers' Compensation or similar coverage[;];]
- [(5) which arises out of (or in the course of) any employment for wage or profit, when the Disability would be covered by Workers' Compensation or similar coverage if:
 - (a) the Employer had enrolled the Insured Person for such coverage; and
 - (b) the Insured Person and Employer had cooperated in filing a claim under that plan[;];]
- [(6) during which the Insured Person is eligible to receive disability benefits under:
 - (a) any state temporary disability income benefit law;
 - (b) any state no fault auto insurance law; or
 - (c) any other compulsory benefit act or law[;];]
- [(7) during which the Insured Person receives payment under the Employer's Sick Leave or Salary Continuance Plan[;];]
- [(8) during which the Insured Person receives Disability Benefits or Retirement Benefits under the Employer's Retirement Plan[;];][or]
- [(9) which is a direct or indirect result, or is in any degree caused by the Insured Person's:
 - (a) participation in or attempt to commit a felony;
 - (b) being engaged in an illegal occupation;
 - (c) incarceration in any type of penal or detention facility;
 - (d) participation in a riot, insurrection or rebellion of any kind; or
 - (e) full-time active duty as member of any military, including reserves or national guard].

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

- (1) which is caused or contributed to by, or results from a Pre-Existing Condition; and
- (2) which begins in the first [12] months after the Insured Person's Effective Date[, unless the Insured Person received no Treatment of the condition for [9 months] in a row after his or her Effective Date].

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

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

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

REASONABLE ACCOMMODATION BENEFIT

BENEFIT. If an Insured Person is Disabled and is receiving Weekly Benefits under this Policy, then the [Group Policyholder/Participating Employer] may be eligible for a Reasonable Accommodation benefit. This benefit reimburses the [Group Policyholder/Participating Employer] for [50%] of the expense incurred for reasonable accommodation services for the Insured Person, but will not exceed the lesser of:

- (1) a maximum benefit of [\$2500] for any one Insured Person; or
- (2) the Company's expected liability for the Insured Person's Weekly Disability Income claim.

Such services may include:

- (1) providing the Insured Person a more accessible parking space or entrance;
- (2) removing barriers or hazards to the Insured Person from the worksite;
- (3) special seating, furniture or equipment for the Insured Person's work station;
- (4) providing special training materials or translation services during the Insured Person's training; and
- (5) other services the Company deems reasonably necessary to help the Insured Person return to work with the [Group Policyholder/Participating Employer].

ELIGIBILITY. The Company will determine the [Group Policyholder's/Participating Employer's] eligibility to receive the Reasonable Accommodation benefit. To qualify for the Reasonable Accommodation benefit, the [Group Policyholder/Participating Employer] must have an Insured Person:

- (1) whose Disability prevents the performance of his or her Own Job at the [Group Policyholder's/Participating Employer's] worksite;
- (2) who has the physical and mental abilities needed to perform his or her Own Job or another occupation at the [Group Policyholder's/Participating Employer's] worksite, but only with the help of the proposed accommodation; and
- (3) who is reasonably expected to return to work with the help of the proposed accommodation.

The Company must also find that the requested Reasonable Accommodation benefit is less than the expected liability for the Insured Person's Weekly Disability Income claim.

WRITTEN PROPOSAL. The reasonable accommodation services must be provided in accord with a written proposal, which is developed with input from:

- (1) the [Group Policyholder/Participating Employer];
- (2) the Insured Person; and
- (3) the Insured Person's Physician, when appropriate.

The proposal must state:

- (1) the purpose of the proposed accommodation; and
- (2) the times, dates, and costs of the services.

CONDITIONS. The Company, the [Group Policyholder/Participating Employer], the Insured Person, or the Insured Person's Physician may first propose an accommodation.

The proposal must be approved by the Company in writing.

The Company will reimburse the [Group Policyholder/Participating Employer] upon receipt of proof that the [Group Policyholder/Participating Employer]:

- (1) has provided the services for the Insured Person; and
- (2) has paid the provider for the services.

OTHER PROVISIONS. Unless stated otherwise, the Reasonable Accommodation benefit is subject to all the Definitions, Exclusions, Claims Procedures, [Waiver of Premium,] and other provisions of this Policy.

DEFINITIONS

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

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

- (1) the Employer's place of business; or
- (2) any other business location where the [Employer/Group Policyholder/Participating Employer] requires you to travel.

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

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

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

ANNUAL ENROLLMENT PERIOD means a designated timeframe that occurs each year for eligible [Employees/Persons] [to elect coverage who did not enroll during their initial eligibility period or for employees with existing coverage under the Policy to elect additional benefit amounts]. The submission of satisfactory evidence of insurability is required. Participating in an Annual Enrollment Period does not change the Policy provisions related to Waiting Periods or Pre-Existing Condition Limitations. [Employees/Persons] 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/Persons] to [enroll for [type of coverage] or to increase their current benefit amounts of [type of coverage]]. (For date insurance begins, refer to "Effective Date" section.)

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

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

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 [Employer/Group Policyholder/Participating Employer]'s place of business. When used with regard to effective dates, it means 12:01 a.m. When used with regard to termination dates, it means 12:00 midnight.

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

DEFINITIONS (Continued)

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

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

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

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

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

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

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

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

- (1) is subject to, and in accord with, the requirements of 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/Group Policyholder's/Participating Employer's] leave policy and the law which applies; and
- (3) does not exceed the period approved by the [Employer/Group Policyholder/Participating Employer] and required by that law.

The leave period may:

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

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

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

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

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

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

DEFINITIONS (Continued)

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

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

The term "Injury" shall not include any:

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

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

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

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

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

- (1) are normally required to perform **an 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/Group Policyholder/Participating Employer]** is subject to the Act; or
- (2) you have requested such a job accommodation.

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

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

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

MILITARY LEAVE means a leave of absence that:

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

DEFINITIONS (Continued)

OPEN ENROLLMENT PERIOD means a designated timeframe for eligible [employees/persons] [to elect coverage who did not enroll during their initial eligibility period or for [employees/persons] 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 Insurance. Participation in an Open Enrollment Period does not change the Policy provisions related to Waiting Periods or Pre-Existing Condition Limitations. [Employees/Persons] 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/Persons] 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 JOB or **REGULAR JOB** means the occupation, trade or profession:

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

[Any reference to "Own Occupation" or "Regular Occupation" throughout the Policy is to be defined as "Own Job" or "Regular Job".]

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

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

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

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

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

PARTIAL DISABILITY EMPLOYMENT means you are working at your Own Job or any other occupation; however, because of Injury or Sickness:

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

During Partial Disability Employment, your current earnings:

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

PERSON means an [Employee of the Employer][:]

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

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

DEFINITIONS (Continued)

PHYSICIAN means:

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

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

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

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

POLICY means this group insurance Policy issued by the Company to the [Employer/Group Policyholder/Participating Employer].

PREDISABILITY INCOME—See Basic Weekly Earnings definition.

REGULAR CARE OF A PHYSICIAN means you:

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

REGULAR JOB—See Own Job or **Regular Job** definition.

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

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

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

- (1) provides Retirement Benefits to **[Employees/Persons]**; and
- (2) is not funded wholly by **[Employee/Person]** contributions.

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

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

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

DEFINITIONS (Continued)

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

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

It does **not** include compensation the [Employer/Group Policyholder/Participating Employer] pays you for work actually performed during a Disability.

SICKNESS means illness, pregnancy or disease.

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

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

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

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

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

YOU (includes YOUR) means an eligible Employee for whom Policy coverage is in effect.

ELIGIBILITY AND EFFECTIVE DATES

ELIGIBLE CLASSES. The classes eligible for insurance are shown in the Schedule of Insurance. [The Company has the right to review and terminate any or all classes eligible under the Policy, if any class ceases to be covered by the Policy.]

ELIGIBILITY. A Person becomes eligible for insurance provided by the Policy on the [later of/latest of]:

- (1) the Policy's date of issue[;]
- [(2) [the date] such Person's organization becomes a Participating Employer][;][or]
- [(3) [the date] the Waiting Period is completed].

Prior Service Credit Towards Waiting Period. The Waiting Period is shown in the Schedule of Insurance. Prior service in an Eligible Class will apply toward the Waiting Period, when you:

- (1) are a former Employee and are rehired within [one year] after your employment ends;
- (2) return from an approved Family or Medical Leave within:
 - (a) the leave period required by federal law; or
 - (b) any longer period required by a similar state law; or
- (3) return from a Military Leave within the period required by federal USERRA law.

EFFECTIVE DATE. Your initial amount of Personal Insurance becomes effective at 12:01 a.m. on the [later of/latest of]:

- [(1) [the first day of the Insurance Month coinciding with or next following the date] you become eligible for the insurance];
- [(2) [the date] you resume Active Work, if not Actively at Work on the day you become eligible][;]
- [(3) [the date] you make written application for insurance [and sign][;]
 - [(a) a payroll deduction order, if you pay any part of the Policy premiums][;] [or]
 - [(b) an order to pay premiums from your [Flexible Benefits Plan] account, if Employer contributions are made through such an account][;] [or]
- [(4) [the date] the Company approves your Evidence of Insurability, if required].

Any increased or additional insurance becomes effective at 12:01 a.m. on the [later of/latest of]:

- [(1) [the first day of the Insurance Month coinciding with or next following] the day on which you become eligible for the increase, if Actively at Work on that day][;]
- [(2) [the date] you resume Active Work, if not Actively at Work on the day the increase would otherwise take effect][;] [or]
- [(3) [the date] any required Evidence of Insurability is approved by the Company].

Any decrease will take effect on [the day] of the change, whether or not you are Actively at Work.

Evidence of Insurability. Evidence of Insurability satisfactory to the Company must be submitted [(at your expense)]; when:

- (1) you make written application for insurance (or an increased amount of insurance) more than [31 days] after becoming eligible for the insurance;
- (2) you make written application for insurance after you have requested:
 - (a) to cancel insurance[;]
 - [(b) to stop payroll deductions for the insurance][;] [or]
 - [(c) to stop premium payments from the [Flexible Benefits Plan] account][;]
- [(3) insurance is elected after you have caused insurance to lapse, by failing to pay the required premium when due][;] [or]
- [(4) optional, supplemental or voluntary insurance is elected in excess of any Guaranteed Issue Amounts [shown in the Schedule of Insurance]].

ELIGIBILITY AND EFFECTIVE DATES
(Continued)

Effective Date for Change in Eligible Class. You may become a member of a different Eligible Class. **Insurance** under the different Eligible Class will be effective:

- (1) on [the first day of the Insurance Month coinciding with or next following the date] of the change;
- (2) except as stated in the Effective Date provision for increases or decreases.

REINSTATEMENT RIGHTS. If your **insurance** terminates due to one of the following breaks in service [or a reduction in hours], you will be entitled to reinstate the **insurance** upon resuming [Active Work] with the [Employer/Group Policyholder/Participating Employer] within the required timeframe. "**Reinstatement**" or "**to reinstate**" means to re-enroll for the Policy's **insurance** coverage, without satisfying a new Waiting Period [or providing Evidence of Insurability]. Reinstatement is available upon:

- [(1) return from an approved Family or Medical Leave within:
 - (a) **the** period required by federal law; or
 - (b) any longer period required by a similar state law][;]
- [(2) return from a Military Leave within the period required by federal USERRA law][;]
- [(3) return from any other approved leave of absence within [12 months] after the leave begins][;]
- [(4) return within [one year] following a lay off][;]
- [(5) return within [one year] following termination of employment for any other reason][;] [or]
- [(6) return to an eligible class following a reduction in hours].

To reinstate **insurance** coverage, you must apply for coverage or be re-enrolled within [31 days] after resuming [Active Work] in an Eligible Class [unless the [Employer/Group Policyholder/Participating Employer] contributes the entire cost of the premium]. [The reinstated amount of insurance may not exceed the amount that terminated.] Reinstatement will take effect on [the first day of the Insurance Month coinciding with or next following the date] you return to [Active Work].

If the above conditions are met, and the Policy includes a Pre-Existing Condition Exclusion, then:

- (1) the months of leave will count towards any unmet Pre-Existing Condition Exclusion period; and
 - (2) a new Pre-Existing Condition Exclusion will not apply to the reinstated amount of insurance.
- A new Pre-Existing Condition Exclusion will apply to any increased amount of insurance.

INDIVIDUAL TERMINATIONS

TERMINATION. Your insurance will terminate at 12:00 midnight on the earliest of:

- (1) the date the Policy terminates [or the Employer/Group Policyholder/Participating Employer's participation terminates] (but without prejudice to any claim incurred prior to termination);
- (2) [the date] your class is no longer eligible for insurance;
- (3) [the date] you cease to be a member of an Eligible Class;
- (4) [the last day of the Insurance Month] in which you request termination;
- (5) [the last day of the last Insurance Month] for which premium payment is made on your behalf;
- (6) the end of the period for which the last required premium has been paid;
- (7) with respect to any particular insurance benefit, the day the portion of the Policy providing that benefit terminates;
- (8) [the date] your employment with the [Employer/Group Policyholder/Participating Employer] terminates; or
- (9) [the date] you enter the armed services of any state or country on active duty, except for duty of [30 days] or less for training in the Reserves or National Guard. (If you send proof of military service, the Company will refund any unearned premium);]

[unless insurance is continued under the Continuation Rights provision below].

CONTINUATION RIGHTS. Ceasing Active Work results in termination of your eligibility for insurance, but insurance may be continued as follows.

Disability. If you are absent due to Total Disability [or engaged in Partial Disability Employment], insurance may be continued:

- (1) until the Day Benefits Begin; and
- (2) during the period for which benefits are payable.

The Company must receive the required premium from the [Employer/Group Policyholder/Participating Employer] [until the Day Benefits Begin].

Family or Medical Leave. If you go on an approved Family or Medical Leave and are **not** entitled to the more favorable continuation available during Disability, insurance may be continued until the earliest of:

- (1) the end of the leave period approved by the [Employer/Group Policyholder/Participating Employer];
- (2) the end of the leave period required by federal law, or any more favorable period required by a similar state law;
- (3) the date you notify the [Employer/Group Policyholder/Participating Employer] that you will not return; or
- (4) the date you begin employment with another employer.

The required premium payments must be received from the [Employer/Group Policyholder/Participating Employer], throughout the period of continued insurance.

Military Leave. If you go on a Military Leave, insurance may be continued for the same period allowed for an approved Family or Medical Leave or any more favorable leave in which employees with similar seniority, status, and pay who are on furlough or leave of absence are granted by the [Employer/Group Policyholder/Participating Employer]. The required premium payments must be received from the [Employer/Group Policyholder/Participating Employer], throughout the period of continued insurance.

Lay Off or Other Leave. If you cease work due to a temporary lay off, or due to an approved leave of absence (other than an approved Family or Medical Leave or a Military Leave); insurance may be continued [until the end of the calendar month following the month in which] the lay off or leave begins. The required premium payments must be received from the [Employer/Group Policyholder/Participating Employer], throughout the period of continued insurance.

INDIVIDUAL TERMINATIONS (Continued)

Temporary Reduction in Hours. When your hours are temporarily reduced resulting in your loss of eligibility under the Policy, insurance may be continued [for six Insurance Months] after the temporary reduction in hours begins, provided you work at least [30 hours in a two-week period]. The required premium payments must be received from the [Employer/Group Policyholder/Participating Employer] throughout the period of continued insurance.

Conditions. In administering the above continuations, the [Employer/Group Policyholder/Participating Employer] must not act so as to discriminate unfairly among Insured Persons in similar situations. [Insurance may **not** be continued when you cease Active Work due to a labor dispute, strike, work slowdown or lockout.]

PORTABILITY. If insurance under the Policy would end:

- (1) for any reason other than nonpayment of premiums; and
- (2) continuation under the Continuation Rights provision is either not available or has been exhausted;

then you have the option to continue your insurance under this section.

To continue insurance under this section, you must:

- (1) notify the Company within [31 days] of the date the insurance would otherwise end; and
- (2) pay the applicable premium to the Company.

When continuing insurance under this Portability section, you may not increase the amount of continued insurance. The Maximum Weekly Benefit, Benefit Percentage and Minimum Weekly Benefit amount will not change. However, the amount of the benefit payable may increase or decrease based upon increases or decreases in your Basic Weekly Earnings or Predisability Income.

You are responsible for providing the Company evidence of any change in Basic Weekly Earnings or Predisability Income as such change occurs and prior to the date of any Disability. Any premium adjustment with respect to a change in Basic Weekly Earnings or Predisability Income will become effective on the [first day of the Insurance Month coinciding with or next following] the date the Company receives proof of the change. Changes will not be pro-rated daily. In addition, retroactive adjustments in premium or benefits will not be made.

If you are **not** working or employed immediately prior to the date of Disability, then:

- (1) Partial Disability Benefits will **not** be payable under the continued insurance provided by this Portability section; and
- (2) Total Disability Benefits are subject to this Portability section's definition of Total Disability.

[A direct billing fee will apply when insurance is continued in accord with the Portability section. This fee will be based on the billing frequency chosen.]

Insurance continued under this section ends on the earliest of:

- (1) the last day of the period for which you paid premiums; [or]
- (2) the date the Company receives a written request from you to terminate the insurance[; or]
- [(3) the date you attain [age 70, or die][; or]
- [(4) the date insurance under this section has been continued for [12 months]].

The following definitions apply to the insurance continued under this Portability section:

"Basic Weekly Earnings" or "Predisability Income" means your weekly rate of earnings from your last Employer prior to the Determination Date. It is figured from your last payroll stub or federal income tax form(s), which reports wages, tips and other compensation from the Employer. It will not exceed the amount for which premium was paid under the Policy. The "Determination Date" is the [last day worked] prior to the date the Disability begins.

INDIVIDUAL TERMINATIONS (Continued)

"Employer", as it relates to you when you continue your insurance under the Portability section, means the last employer with whom you were employed prior to the date of Disability under the Policy.

"Total Disability" or "Totally Disabled" means your Loss of Activities of Daily Living, but only when you are **not** employed or working immediately prior to the date of Disability. If you are employed or working immediately prior to the date of Disability, then the definition of "Total Disability" or "Totally Disabled" used in the Policy will apply.

"Loss of Activities of Daily Living" means that, due to Injury or Sickness, you have lost the ability to safely and completely perform [two] or more of the following Activities of Daily Living without Direct Personal Assistance with all or most of the activity.

The Activities of Daily Living are:

- (1) **Bathing** - washing self in a tub, in a shower or by sponge bath; with or without equipment.
- (2) **Dressing** - putting on, taking off, fastening or unfastening garments, any medically necessary braces, or any artificial limbs normally worn.
- (3) **Toileting** - getting to, from, on and off toilet and performing related personal hygiene.
- (4) **Transferring** - moving in and out of bed, chair or any wheelchair; with or without equipment such as canes, walkers, crutches, grab bars, other support devices, or mechanical or motorized devices.
- (5) **Continence** - voluntarily maintaining control of bladder and bowel function; or performing related personal hygiene, including care of any catheter or colostomy bag, if not continent.
- (6) **Eating** - once food is prepared and made available, getting nourishment into one's body by any means. This includes eating from a table, tray or container (such as a bowl or cup); or using special equipment (such as a feeding tube or intravenous tube).

Loss of an Activity of Daily Living will not include loss of any activities you were unable to perform on your Effective Date.

"Direct Personal Assistance" means direct physical assistance from another party required to help you perform an Activity of Daily Living, which is required each and every time you perform that activity, because of your inability to perform the entire activity alone, even with the supports and mechanical aides that are normally available to you.

Unless stated otherwise, the Definitions, Exclusions, and any other provisions of the Policy will apply to insurance continued under this Portability section.

WAIVER OF PREMIUM. Premium payments for you, when you are Disabled, are waived during any period for which benefits are payable. Premium payments for Weekly Disability Income Insurance will be waived:

- (1) from [the first day of the Insurance Month following] the Day Benefits Begin;
- (2) until [the first day of the Insurance Month following] the end of the period for which benefits are payable.

If **insurance** is to be continued following a period for which premiums were waived, premium payments must be resumed, as they become due.

INDIVIDUAL TERMINATION DURING DISABILITY. Termination of your insurance during a Disability will have no effect on benefits payable for that period of Disability.

WEEKLY DISABILITY INCOME INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WEEKLY DISABILITY INCOME INSURANCE
(Continued)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WEEKLY DISABILITY INCOME INSURANCE
(Continued)

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

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

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

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

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

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

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

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

WEEKLY DISABILITY INCOME INSURANCE
(Continued)

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

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

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

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

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

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

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

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

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

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

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

WEEKLY DISABILITY INCOME INSURANCE
(Continued)

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

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

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

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

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

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

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

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

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

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

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

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

WEEKLY DISABILITY INCOME INSURANCE

(Continued)

[For Class 1/Plan 1]

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

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

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

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

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

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

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

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

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

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

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

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

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

WEEKLY DISABILITY INCOME INSURANCE
(Continued)
[For Class 1/Plan 1]

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

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

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

- (1) a cost-of-living increase in any Other Income Benefit (except Earnings); if it takes effect after the first offset for that benefit during a period of Disability;
- (2) reimbursement for hospital, medical or surgical expense;
- (3) reimbursement for attorney fees or other reasonable costs of claiming Other Income Benefits;
- (4) group credit or mortgage disability insurance;
- (5) early retirement benefits that are not elected or received under the federal Social Security Act or other Government Retirement Plan;
- (6) any amounts under the Employer's Retirement Plan that:
 - (a) represent your contributions; or
 - (b) are received upon termination of employment without being disabled or retired[;] [or]
- (7) benefits from a [401(k)], profit-sharing or thrift plan; an individual retirement account (IRA); a tax sheltered annuity (TSA); a stock ownership plan; or a non-qualified plan of deferred compensation[;] [or]
- [(8) [vacation pay, holiday pay, severance pay, salary continuance pay, or paid time-off pay][;] [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]].

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

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

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

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

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

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

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

WEEKLY DISABILITY INCOME INSURANCE

(Continued)

[For Class 1/Plan 1]

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

- (1) A Recurrent Disability will be treated as a new period of Disability, if you:
 - (a) have returned to your **Own Job**; and
 - (b) have worked [on a full-time basis], for [two consecutive weeks] or more.A new Day Benefits Begin and new Maximum Benefit Period will apply.

- (2) A Recurrent Disability will be treated as part of the prior Disability, if you:
 - (a) have returned to your **Own Job**; and
 - (b) have worked [on a full-time basis], for less than [two consecutive weeks].The same Day Benefits Begin and same Maximum Benefit Period will apply to the Recurrent Disability as to the prior Disability.

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

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

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

- (1) which is the result of an intentionally self-inflicted Injury or suicide attempt;
- (2) during which you are not under the Regular Care of a Physician;
- (3) which is the result of war (declared or undeclared) or any act of war[;]
- [(4) which is the result of a Sickness or Injury for which you receive benefits under Workers' Compensation or similar coverage[;]
- [(5) which arises out of (or in the course of) any employment for wage or profit, when the Disability would be covered by Workers' Compensation or similar coverage if:
 - (a) the Employer had enrolled you for such coverage; and
 - (b) you and your Employer had cooperated in filing a claim under that plan[;]
- [(6) during which you are eligible to receive disability benefits under:
 - (a) any state temporary disability income benefit law;
 - (b) any state no fault auto insurance law; or
 - (c) any other compulsory benefit act or law[; or]
- [(7) during which you receive payment under the Employer's Sick Leave or Salary Continuance Plan[;]
- [(8) during which you receive Disability Benefits or Retirement Benefits under the Employer's Retirement Plan[;][or]
- [(9) which is a direct or indirect result, or is in any degree caused by your:
 - (a) participation in or attempt to commit a felony;
 - (b) being engaged in an illegal occupation;
 - (c) incarceration in any type of penal or detention facility;
 - (d) participation in a riot, insurrection or rebellion of any kind; or
 - (e) full-time active duty as member of any military, including reserves or national guard].

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

- (1) which is caused or contributed to by, or results from a Pre-Existing Condition; and
- (2) which begins in the first [12] months after your Effective Date[, unless you received no Treatment of the condition for [9 months] in a row after your Effective Date].

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

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

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

CERTIFICATE AMENDMENT

TO BE ATTACHED TO AND MADE A PART OF THE GROUP CERTIFICATE

The definition of "MAIN DUTIES" shown in the Definitions section of the Certificate is amended to read as follows:

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

- (1) are normally required to perform **an occupation**; and
- (2) could not reasonably be modified or omitted.

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

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

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

Main Duties include those job tasks:

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

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

This amendment takes effect [on [November 1, 2012], or on your effective date of coverage under the Policy, whichever is later]; but only with respect to disabilities commencing on or after such date. In all other respects, the Certificate remains the same.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY



Officer of the Company

WEEKLY DISABILITY INCOME INSURANCE

(Continued)

[For Class 2/Plan 2]

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

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

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

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

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

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

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

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

- (1) A Recurrent Disability will be treated as a new period of Disability, if you:
 - (a) have returned to your **Own Job**; and
 - (b) have worked [on a full-time basis], for [two consecutive weeks] or more.A new Day Benefits Begin and new Maximum Benefit Period will apply.

- (2) A Recurrent Disability will be treated as part of the prior Disability, if you:
 - (a) have returned to your **Own Job**; and
 - (b) have worked [on a full-time basis], for less than [two consecutive weeks].The same Day Benefits Begin and same Maximum Benefit Period will apply to the Recurrent Disability as to the prior Disability.

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

WEEKLY DISABILITY INCOME INSURANCE
(Continued)
[For Class 2/Plan 2]

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

- (1) which is the result of an intentionally self-inflicted Injury or suicide attempt;
- (2) during which you are not under the Regular Care of a Physician;
- (3) which is the result of war (declared or undeclared) or any act of war[;];
- [(4) which is the result of a Sickness or Injury for which you receive benefits under Workers' Compensation or similar coverage[;];]
- [(5) which arises out of (or in the course of) any employment for wage or profit, when the Disability would be covered by Workers' Compensation or similar coverage if:
 - (a) the Employer had enrolled you for such coverage; and
 - (b) you and your Employer had cooperated in filing a claim under that plan[;];]]
- [(6) during which you are eligible to receive disability benefits under:
 - (a) any state temporary disability income benefit law;
 - (b) any state no fault auto insurance law; or
 - (c) any other compulsory benefit act or law[;];]]
- [(7) during which you receive payment under the Employer's Sick Leave or Salary Continuance Plan[;];]
- [(8) during which you receive Disability Benefits or Retirement Benefits under the Employer's Retirement Plan[;];[or]
- [(9) which is a direct or indirect result, or is in any degree caused by your:
 - (a) participation in or attempt to commit a felony;
 - (b) being engaged in an illegal occupation;
 - (c) incarceration in any type of penal or detention facility;
 - (d) participation in a riot, insurrection or rebellion of any kind; or
 - (e) full-time active duty as member of any military, including reserves or national guard].]

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

- (1) which is caused or contributed to by, or results from a Pre-Existing Condition; and
- (2) which begins in the first [12] months after your Effective Date[, unless you received no Treatment of the condition for [9 months] in a row after your Effective Date].

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

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

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

VOCATIONAL REHABILITATION BENEFIT

BENEFIT. If you are Disabled and are receiving Weekly Benefits under the Policy, you may be eligible for a Vocational Rehabilitation Benefit. This benefit consists of services which may include:

- (1) vocational evaluation, counseling, training or job placement;
- (2) job modification or special equipment; and
- (3) other services which the Company deems reasonably necessary to help you return to work.

The Company will determine your eligibility and the amount of any benefit payable.

ELIGIBILITY. You may be eligible for the Vocational Rehabilitation Benefit if the Company finds that you:

- (1) have a Disability that prevents the performance of the Main Duties of your **Own Job**;
- (2) have the physical and mental abilities needed to complete a Rehabilitation Program; and
- (3) are reasonably expected to return to work after completing the Rehabilitation Program; in view of your degree of motivation and the labor force demand for workers in the proposed occupation.

The Company must also find that the cost of the proposed services is less than its expected claim liability.

AMOUNT. The amount of any Vocational Rehabilitation Benefit will not exceed the Company's expected claims liability. This benefit will not be payable for services covered under your health care plan or any other vocational rehabilitation program. Payment may be made to the provider of the services, at the Company's option.

CONDITIONS. The Company, you, or your Physician may first propose vocational rehabilitation. When a Rehabilitation Program is approved by the Company, the Policy's definition of "Disability" will be waived during the rehabilitation period; however, it will be reapplied after the Rehabilitation Program ends. The Company will determine the amount and duration of any Weekly Disability benefits payable after the Rehabilitation Program ends.

LIMITATION. The Policy will not cover any period of Disability if you have received a Vocational Rehabilitation Benefit and have failed to complete the Rehabilitation Program, without Good Cause.

DEFINITIONS.

"**Good Cause**," as used in this provision, means your:

- (1) documented physical or mental impairments, which render you unable to take part in or complete a Rehabilitation Program;
- (2) involvement in a medical program, which prevents or interferes with your taking part in or completing a Rehabilitation Program; or
- (3) participating in good faith in some other vocational rehabilitation program, which:
 - (a) conflicts with taking part in or completing a Rehabilitation Program developed by the Company; and
 - (b) is reasonably expected to return you to work.

"**Rehabilitation Program**" means a written vocational rehabilitation program:

- (1) which the Company develops with input from:
 - (a) you;
 - (b) your 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.

OTHER PROVISIONS. Unless stated otherwise, this benefit is subject to all the Definitions, Exclusions, Claims Procedures, [Waiver of Premium,] and other provisions of the Policy.

REASONABLE ACCOMMODATION BENEFIT

BENEFIT. If you are Disabled and are receiving Weekly Benefits under the Policy, then the [Group Policyholder/Participating Employer] may be eligible for a Reasonable Accommodation benefit. This benefit reimburses the [Group Policyholder/Participating Employer] for [50%] of the expense incurred for reasonable accommodation services for you, but will not exceed the lesser of:

- (1) a maximum benefit of [\$2500] for any one Insured Person; or
- (2) the Company's expected liability for your Weekly Disability Income claim.

Such services may include:

- (1) providing you a more accessible parking space or entrance;
- (2) removing barriers or hazards to you from the worksite;
- (3) special seating, furniture or equipment for your work station;
- (4) providing special training materials or translation services during your training; and
- (5) other services the Company deems reasonably necessary to help you return to work with the [Group Policyholder/Participating Employer].

ELIGIBILITY. The Company will determine the [Group Policyholder's/Participating Employer's] eligibility to receive the Reasonable Accommodation benefit. To qualify for the Reasonable Accommodation benefit, the [Group Policyholder/Participating Employer] must have an Insured Person:

- (1) whose Disability prevents the performance of his or her Own Job at the [Group Policyholder's/Participating Employer's] worksite;
- (2) who has the physical and mental abilities needed to perform his or her Own Job or another occupation at the [Group Policyholder's/Participating Employer's] worksite, but only with the help of the proposed accommodation; and
- (3) who is reasonably expected to return to work with the help of the proposed accommodation.

The Company must also find that the requested Reasonable Accommodation benefit is less than the expected liability for your Weekly Disability Income claim.

WRITTEN PROPOSAL. The reasonable accommodation services must be provided in accord with a written proposal, which is developed with input from:

- (1) the [Group Policyholder/Participating Employer];
- (2) you; and
- (3) your Physician, when appropriate.

The proposal must state:

- (1) the purpose of the proposed accommodation; and
- (2) the times, dates, and costs of the services.

CONDITIONS. The Company, the [Group Policyholder/Participating Employer], you, or your Physician may first propose an accommodation.

The proposal must be approved by the Company in writing.

The Company will reimburse the [Group Policyholder/Participating Employer] upon receipt of proof that the [Group Policyholder/Participating Employer]:

- (1) has provided the services for you; and
- (2) has paid the provider for the services.

OTHER PROVISIONS. Unless stated otherwise, the Reasonable Accommodation benefit is subject to all the Definitions, Exclusions, Claims Procedures, [Waiver of Premium,] and other provisions of the Policy.

CERTIFICATE AMENDMENT [NO. 0]

TO BE ATTACHED TO THE CERTIFICATE FOR GROUP POLICY NO: [0000000]

ISSUED TO: [ABC Company, Incorporated]

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

Your Certificate is amended by adding the following provisions.

**PRIOR INSURANCE CREDIT UPON TRANSFER OF
DISABILITY INCOME INSURANCE CARRIERS**

This provision prevents loss of disability income coverage for you, which could otherwise occur solely because of a transfer of insurance carriers. The Policy will provide the following Prior Insurance Credit, when it replaces a **Prior Plan**.

"Prior Plan" means a prior carrier's group **[or individual]** disability income policy, which the Policy replaced within[:

- (1) [1 day] of the prior plan's termination date[, if the prior plan was a group policy; or
- (2) [31 days] of the prior plan's termination date, if the prior plan was an individual policy].

ABSENCE FROM WORK DUE TO INJURY OR SICKNESS. A Person who is absent from work due to Injury or Sickness upon transfer of plans will be treated as being **Actively-At-Work**. Subject to premium payments, the Policy will provide coverage to a Person who was:

- (1) insured by the **Prior Plan** on its termination date; and
- (2) otherwise eligible under the Policy but was not **Actively At Work** due to **the Person's Injury** or Sickness on **the Policy's** Effective Date.

Any Disability incurred while covered under the Prior Plan remains the Prior Plan's responsibility.

This amendment takes effect [on [November 1, 2012], or on your effective date of coverage under the Policy, whichever is later]. In all other respects, the Certificate remains the same.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY



Officer of the Company

State: Arkansas

Filing Company:

The Lincoln National Life Insurance Company

TOI/Sub-TOI: H11G Group Health - Disability Income/H11G.002 Short Term

Product Name: Group Short Term Disability

Project Name/Number: 2012 STD Enhancements/GL1101-3-STD 12

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date	Schedule Item Status	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
10/22/2012	Replaced 11/29/2012	Supporting Document	Filing Certification	11/07/2012	10222012 Certificate of Compliance.pdf (Superseded)
10/22/2012	Replaced 11/29/2012	Supporting Document	Statement of Variability	11/07/2012	SOV-GL11013STD12-(712).pdf (Superseded)
10/22/2012	Approved 11/29/2012	Form	Prior Insurance Credit	11/07/2012	AMENDPC212.pdf (Superseded)
10/22/2012	Replaced 11/29/2012	Form	Prior Insurance Credit	11/07/2012	AMENDPC312.pdf (Superseded)
10/22/2012	Replaced 11/29/2012	Form	Prior Insurance Credit	11/07/2012	AMENDPC2 12.pdf (Superseded)
10/22/2012	Replaced 11/29/2012	Form	Prior Insurance Credit	11/07/2012	AMENDPC3 12.pdf (Superseded)
07/19/2012	Replaced 11/29/2012	Supporting Document	Flesch Certification	11/07/2012	2012 STD Worksite Readability.pdf (Superseded)

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

Insurer: The Lincoln National Life Insurance Company

Filing Reference: 2012 STD Worksite Enhancements

Form Number(s):

Policy Form	Certificate Form	Description
GL1101-3-STD 12	GL1102-1-STD 12	Definitions
GL1101-5-STD-ELE	GL1102-2-STD-ELE	Eligibility and Effective Dates
GL1101-5-STD-TE	GL1102-2-STD-TE	Individual Terminations
GL1101-6-GRSTD		Premiums and Premium Rates
GL1101-7-GRSTD		Policy Termination
GL1101-15-STD 12	GL1102-7-STD 12	Weekly Disability Income Insurance
GL1101-16-INT 12	GL1102-9-INT 12	Weekly Disability Income Insurance (Continued)
GL1101-16-NON 12	GL1102-9-NON 12	Weekly Disability Income Insurance (Continued)
GL1101-31-STD 12	GL1102-24-STD 12	Vocational Rehabilitation Benefit
GL11-1-33-STD 12	GL1102-26-STD 12	Reasonable Accommodation Benefit
GL1101-AMEND.PC2 12	GL1102-AMEND.PC2 12	Prior Insurance Credit
GL1101-AMEND.PC3 12	GL1102-AMEND.PC3 12	Prior Insurance Credit
GL1101-AMEND.MDUTIES	GL1102-AMEND.MDUTIES	Main Duties

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

Deborah A. Turek

Name

Assistant Vice President, Product Compliance

Title

October 26, 2012

Date

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

APPENDIX OF VARIABILITY

For Forms:

GL1101-3-STD 12	GL1102-1-STD 12
GL1101-5-STD-ELE	GL1102-2-STD-ELE
GL1101-5-STD-TE	GL1102-2-STD-TE
GL1101-6-GRSTD	
GL1101-7-GRSTD	
GL1101-15-STD 12	GL1102-7-STD 12
GL1101-16-INT 12	GL1102-9-INT 12
GL1101-16-NON 12	GL1102-9-NON 12
GL1101-31-STD 12	GL1102-24-STD 12
GL1101-33-STD 12	GL1102-26-STD 12
GL1101-AMEND.PC2 12	GL1102-AMEND.PC2 12
GL1101-AMEND.PC3 12	GL1102-AMEND.PC3 12
GL1101-AMEND.MDUTIES	GL1102-AMEND.MDUTIES

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

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

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We request that any reference to Group Policyholder or Participating Employer throughout the forms may reflect one or both terms, or we may name a specific employer, subsidiary, affiliate or affiliates to which the definition applies.

In addition, we request the ability to re-letter and re-number lists when variables requested below are omitted.

I. DEFINITIONS. Forms GL1101-3-STD 12 and GL1102-1-STD 12 include the following variability. Any bracketed reference to Partial Disability may be removed if the policy does not cover Partial Disability.

A. The **ACTIVE WORK OR ACTIVELY AT WORK** definition is variable to accommodate the following situations. Alternative language provided is separated by a "/" mark.

1. It may be adapted to atypical work sites and schedules (such as telecommuters, academic years or union hour banks). The variable numbers bracketed below are hypothetical numbers.

a. If the group includes atypical work sites, the subsections in the first paragraph regarding the Employer's usual place of business or location where the Employer requires the Employee to travel may include, or be replaced by, the following:

- i. an alternate work site at the direction of the Group Policyholder/ Employer/ Participating Employer/ specified entity or affiliate.
- ii. an alternate work site approved by the Group Policyholder/ Employer/ Participating Employer/ specified entity or affiliate.

b. If the group includes teachers or other educational professions, the following may apply.

i. An item may be added to the days considered Actively at Work to state: a school/academic break or school/academic vacation.

ii. An Active Member definition may be included to mean a member of the Group Policyholder/ Employer/ Participating Employer/ specified entity or affiliate who is employed as a teacher with a workload of at least (%) full-time during the teacher contract year. The percentage in this example would be provided by the policyholder and agreed upon by an underwriter (20 – 99%).

2. It may be removed or adapted if the group includes members (such as in the case of a union).

a. A definition of "Active Member" may be included (in addition to or in lieu of the Active Work definition), "**ACTIVE MEMBER** mean a member who," with one or more of the items listed below, as applicable to the group

- i. is in good standing with the Group Policyholder/Employer/Participating Employer;
- ii. is not confined in a hospital or other health care facility on his or her eligibility date/effective date of coverage;
- iv. has accumulated at least [240] contribution hours in a contribution quarter/ or hour bank;
- v. has worked [240] hours in a work quarter/ work period/ eligibility quarter/ or eligibility period;
- vi. has [240] hours in an hour bank.

The hours shown above would be provided by the policyholder.

b. "Active Work" may also be revised to read as follows:

ACTIVE WORK or ACTIVELY AT WORK means a person/member/Active Member of the Group Policyholder/Employer/Participating Employer/specified entity or affiliate who is engaged in employment on a [part-time or] full-time basis for the Minimum Hours shown in the Schedule of Insurance and performing all Main Duties of his or her Own Occupation [at a Group Policyholder business location.]

The Active Work definition may specify if employment is part-time or full-time or only full-time and may also specify if the employment is limited to a Group Policyholder business location.

c. The paragraph pertaining to the days of being considered Actively at Work may be included with the appropriate items listed for the applicable group or class.

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

- (1) a Saturday, Sunday or holiday which is not a scheduled workday;
- (2) a paid vacation day, or other scheduled or unscheduled non-workday; or
- [(3) a non-medical leave of absence of [12 weeks or less], [whether taken with the [Group Policyholder's/ Employer/ Participating Employer's/specified entity or affiliate] 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.]

In the above example, the bracketed language may be included or omitted. In addition, the exception for non-medical leaves of absence may range from 2 weeks to 60 months, or may be omitted as applicable to the group.

3. 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.
 4. The bracketed provision relating to Military Leave or Family or Medical Leave is bracketed so that it may be included or omitted, but not reworded.
 5. The entire Active Work provision may be included or omitted. An example of when it may be omitted is in the case of non-traditional classes of insured persons.
- B. The **ANNUAL ENROLLMENT PERIOD** definition may be included if requested by the 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. It may be included, excluded, or reworded based upon the agreement with the policyholder.
 2. The second paragraph may be omitted if this information is included on the Schedule of Insurance; otherwise, the following are variable:
 - a. the bracketed 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. The **BASIC WEEKLY EARNINGS** or **PREDISABILITY INCOME** definition are to be filed as variable. Based on information provided by the policyholder, the earnings definitions 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 policyholder. The bracketed exception at the end of the definition may be omitted if Partial Disability is not included.
- D. The bracketed Group Insurance Service Office address is variable in the definition of **COMPANY** in the event it needs to be updated.
- E. We request that the bracketed **DISABILITY BENEFIT** paragraph be filed as an omit-only variable, to be used only for groups that offer a retirement benefit.
- F. In the definition of **EMPLOYEE** or **FULL-TIME EMPLOYEE**, the following variability applies.
1. Clarification may be added to specify if a Partner or Owner or specific type of professional is also to be included.
 2. Reference to Participating Employer may be included, if applicable, or 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 Insurance. 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 policyholder.
 4. The definition may be revised to include Regular Part-Time Employees, Associates, or Members, as applicable.

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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 not 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.
 9. In lieu of a definition of Employee, a definition of Person or Member may be included with the applicable case-specific information. In this case, any reference to Employee would be replaced with Person or Member, as applicable to the group.
- G. **EMPLOYER** definition is variable, so that case-specific information can be substituted, or it may be omitted.
- H. The **EVIDENCE OF INSURABILITY** definition may be omitted when not applicable. If included, the bracketed sentence within the definition may be omitted or a phrase may be added to indicate to whom this may apply. For example, we may use the phrases "For late entrants," "If a 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."
- I. The **FAMILY OR MEDICAL LEAVE** definition 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.
- J. The definition of **FULL-TIME** is variable so that the bracketed time period of a "week" 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.
- K. The bracketed number of days in definition of **INJURY** is variable to accommodate case-specific information.
- L. The bracketed material in the definition of **INSURANCE MONTH** or **POLICY MONTH** is variable so it may be changed if the insurance month falls on a date other than the 1st of the month.
- M. In the **MAIN DUTIES** or **MATERIAL AND SUBSTANTIAL DUTIES** definition, the bracketed paragraph (concerning the Americans with Disabilities Act) may be omitted for a group that is not subject to that federal law.
- N. The **MILITARY LEAVE** definition 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 or state requirements. A specific employer, subsidiary, affiliate or affiliates may be name to which the definition applies.

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- O. The **OPEN ENROLLMENT PERIOD** definition may be included if requested by the 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 Insurance; otherwise, the following are variable:
 - a. the bracketed Month and Day 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.
- P. In the definition of **OWN JOB or REGULAR JOB**, the bracketed text will be omitted when not applicable.
- Q. The **PAID TIME-OFF (PTO) PLAN** definition is an omit-only variable that may be omitted when not applicable. In addition, the definition may be included in lieu of the **SICK LEAVE** or **SALARY CONTINUANCE PLAN** definition, if applicable.
- R. In the **PARTIAL DISABILITY** or **PARTIALLY DISABLED** definition, the bracketed text is omit-only variable.
- S. In the **PARTIAL DISABILITY EMPLOYMENT** definition, the bracketed 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.
- T. The **PERSON** definition is variable so it may reference the applicable eligible members. Depending on the type of group, the bracketed language for "Employee of the Employer" is variable so that the description may be replaced or additional descriptions may be added. For example, "individual," "Employee of the Employer and Owner," "Active Member," "Partner," "Regular Full Time Employee" or some other variation may be used.
- Item (1) is variable to that it may be changed to match any class descriptions in the Schedule of Insurance or classes or eligible groups described by the policyholder. References to enrollment forms in item (2) can be omitted for noncontributory or takeover plans where enrollment is automatic.
- U. The **RETIREMENT BENEFIT** definition is filed as an omit-only variable. It may be omitted for a non-integrated plan or if not applicable to the group.
- V. The **RETIREMENT PLAN** definition may be omitted for non-integrated plans or if not applicable to the group. When included, the bracketed term "401(k)" is variable so it may be changed to reflect a type of plan excluded under this definition. The bracketed text in item (2) may be included for a school/government group, if requested, and may reference the particular plan.
- W. The **SICK LEAVE or SALARY CONTINUANCE PLAN** definition may be omitted if a policyholder does not have such a plan or if such a plan is not to be included as an offset or exclusion.
- X. In the definition of **TOTAL DISABILITY or TOTALLY DISABLED**, the bracketed "a pilot's license" may be included if applicable.
- Y. The **WAITING PERIOD** definition is variable, so that case-specific information can be substituted. It can be omitted if not applicable. An alternate version of the text is: "means the period of time a [person/employee] must be in an eligible class with the [Group Policyholder/Employer/Participating Employer/Participating Organization] before he or she becomes eligible to enroll for coverage under the Policy. The bracketed last sentence in the paragraph, relating to Prior Service Credit, may be removed if not applicable to the group.
- Z. The **WEEKLY BENEFIT** definition is variable to remove Partial Disability in the event the policyholder does not elect Partial Disability Benefits.

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II. **ELIGIBILITY AND EFFECTIVE DATES.** Forms GL1101-5-STD ELE and GL1102-2-STD ELE include variability as follows:

- A. In the **ELIGIBLE CLASSES** section, the second bracketed sentence may be removed if the policy is guaranteed renewable or if not applicable to the group.
- B. Policy insert page GL1101-5-STD-ELE and certificate insert page GL1102-2-STD-ELE contain the eligibility and effective dates applicable to the certificate-holder. We request the bracketed material to be filed as variable so the contract can conform to the group's enrollment and payroll and practices.
- C. The bracketed terms related to the date of an occurrence are variable throughout, so that coverage can begin and end on the day, the day following, first day of the month coinciding with or next following, first day of the month following, the last day of the month following, last day of the payroll cycle/pay period, the date, or any other specified day following the events listed.
- D. The **ELIGIBILITY** section includes the following variability:
 - 1. In the first sentence, if only two items apply, the bracketed "latest of" may be changed to "later of." If only one item remains, the "latest of" will be omitted. The numbering and punctuation will be adjusted according to the number of items included.
 - 2. Item (2) may be included if the group consists of Participating Employers.
 - 3. Item (3) may be omitted if there is no eligibility Waiting Period to be satisfied.
 - 4. An **Exception** to the general **ELIGIBILITY** section may be included in order to accommodate a group's administrative needs. The exception would permit eligibility upon a change in status for defined classes of individuals/employees, such as providing immediate eligibility for part-time employees who transition to full-time employment.
- E. The **Prior Service Credit towards Waiting Period** section includes the following variability:
 - 1. In item (1), the bracketed break in service can range from 1 month to 5 years.
 - 2. Items (2) and (3) can be omitted for policyholders that are not subject to federal FMLA and USERRA requirements.
 - 3. Similar items can be added concerning other leaves (such as sabbaticals or labor disputes), if required by the group's leave practices or union contracts.
 - 4. The entire section may be omitted if not applicable.
 - 5. Alternate language may be included to accommodate a group's administrative handling. For example:
 - "Prior Service in an ineligible class will apply toward the Waiting Period when:
 - (1) an employee's employment status with the [Group Policyholder/Participating Employer] changes; and
 - (2) such employee becomes a member of an eligible class."
- F. The **EFFECTIVE DATE** section includes variability as follows:
 - 1. Item (2) of the first paragraph may be omitted if an Active Work requirement is not used in the Policy. In the alternative, "Non-confinement" or "Period of Limited Activity" language can, such as the following, may be added or substituted for groups that include non-employee classes (union members, etc.):
 - a. the date the Person resumes Active Work, if not Actively at Work on the day his or her insurance would otherwise take effect;
 - b. the day after the Person's final discharge from a hospital or other health care facility, if the Person/a retiree is confined to such a facility on the date he or she would otherwise become eligible; and
 - c. the day after the Person's resumption of the normal activities of a healthy person of the same age and sex, if the Person/a retiree is in a Period of Limited Activity and unable to perform such activities the date he or she would otherwise become eligible;

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2. Item (3) of the first paragraph is variable as follows:
 - a. The item may be omitted if the coverage is non-contributory.
 - b. References to employee applications, payroll deduction orders, flexible benefits plan accounts, or employee contributions can be omitted when these do not conform to the group's enrollment and billing practices.
 - c. The bracketed "and signs" may be omitted along with items (a) or (b) or both (a) and (b) may be omitted if the group does not have any payroll deductions, Flexible Benefits Plan or other compensation plan.
 - d. In item (3)b, the term "Flexible Benefits Plan" can be changed to reflect the compensation plan.
3. Item (4) of the first paragraph may be omitted if inapplicable because the Policy does not require Evidence of Insurability.
4. The second paragraph regarding increases may be omitted if the group does not permit any increases to coverage.
5. Item (2) of the second paragraph may be omitted or changed to the non-confinement period or period of limited activity language shown below for non-employee classes (union members, etc.). The bracketed time period may be modified to accommodate the policyholder's requirements.

Any increase in coverage or benefits becomes effective at 12:01 a.m. on the latest of:

- (1) [the day after] the Insured Person's final discharge from a hospital or other health care facility, if he or she is confined to such a facility on the date the increase would otherwise take effect; or
 - (2) [the day after] the Insured Person's resumption of the normal activities of a healthy person of the same age and sex, if he or she is in a Period of Limited Activity and unable to perform such activities on the date the increase would otherwise take effect.
6. Item (3) of the second paragraph may be omitted if inapplicable and Evidence of Insurability not required.
 7. The third paragraph regarding decreases may be omitted if not applicable to the group. The active work language may be omitted for non-employee classes (retirees, union members, etc.) so that the definition reads as follows:

Any decrease will take effect on [the day] of the change.

H. The **Evidence of Insurability** section includes variability as follows:

1. In item (1), the enrollment period may range from 31 to 91 days.
2. In item (2), "(b)" and "(c)" may be removed where inapplicable and lettering revised accordingly.
3. In item (2)(c), the term "Flexible Benefits Plan" can be changed to reflect the compensation plan.
4. Item (3) can be omitted for noncontributory plans or if not applicable to the group.
5. Item (4) can be omitted when optional, supplemental, or voluntary coverage is not offered, or if not applicable to the group.
6. In item (4), the reference to "Guaranteed Issue" amounts may be omitted when there are no "Guaranteed Issue" amounts shown in the Schedule of Insurance.
7. The bracketed material in item (4) may be substituted with case-specific information.
8. The entire section may be omitted if not applicable.

I. The **Effective Date for Change in Eligible Class** section includes a bracketed date in item (1). This date may be removed or changed so that coverage can begin and end on the day, the day following, first day of the month coinciding with or next following, first day of the month following, the last day of the month following, last day of the payroll cycle/pay period, or any other specified day following the date of the change.

J. The **REINSTATEMENT RIGHTS** section includes variability as follows:

1. Items (1) or (2) can be omitted when the group is not subject to federal FMLA or USERRA law.
2. Items (3), (4), or (5) can be omitted or show different time periods to agree with the group's leave practices or union contracts. The time period may range from one month to 60 months or some other duration as agreed upon by an underwriter.

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3. The events listed in the first paragraph may be expanded to include additional reinstatement triggers due to a return to eligible status, sabbatical leaves, or other types of leaves to coincide with a group's administrative practices. In this event, the additional types of leaves and the applicable duration may be listed showing the specific description of the type of leave, sabbatical, or ineligible status and the duration subject to the same variability as indicated above.
4. In the second paragraph, the following variability applies:
 - a. The bracketed re-enrollment period can range from 31 to 91 days, to agree with the group's enrollment practices.
 - b. The bracketed term "Active Work" may be changed to reflect "active status" (as for a member), "employment," or another status description applicable to the specific group.
 - c. The bracketed text in the first sentence of this paragraph may be included when the policyholder or participating organization pay for the entire cost of the premium.
5. The entire section may be omitted if not applicable (for example, if there is no Waiting Period or evidence of insurability requirement to waive).

K. The bracketed Pre-Existing Condition language we request to be filed as an omit-only variable. This paragraph may be omitted if no Reinstatement Rights are to be included.

III. INDIVIDUAL TERMINATIONS. GL1101-5-STD-TE and GL1102-2-STD TE include variability as follows:

- A. *Policy insert page GL1101-5-STD-TE and certificate insert page GL1102-2-STD-TE* contain the individual terminations applicable to the certificate-holder. We request the bracketed material to be filed as variable so the contract can conform to the group's practices.
- B. The bracketed terms related to the date of an occurrence are variable throughout, so that coverage can begin and end on the day, the day following, first day of the month coinciding with or next following, first day of the month following, the last day of the month following, last day of the payroll cycle/pay period, the date, or any other specified day following the events listed.
- C. Under the **TERMINATION** section, variability is requested to support non-standard handling due to policyholders' administrative guidelines regarding terminations. The numbering and punctuation will be adjusted in accordance with any inclusions or omissions.
 1. Item (2) may be omitted if only one class is included under the Policy.
 2. In items (3) and (8), language can be added or substituted to handle non-employee classes (union members, etc.).

The following are sample provisions that may be added or substituted:

 - a. [the date] such Insured Person ceases to be in a class which is eligible for coverage under this Policy or dies;
 - b. [the date] such Insured Person ceases to be in a class which is eligible for coverage under this Policy, attains age [70 - 100], or dies;
 - c. [the date] the Insured Person ceases to be an member with the [Group Policyholder/Participating Employer];
 - d. [the date] the Insured Person's membership with the [Group Policyholder/Participating Employer] terminates;
 3. At the policyholder's request, item (5) may be omitted and item (8) reworded to coincide with the group's billing cycle or administrative handling of terminations. Examples:
 - a. the last day of the Insurance Month in which the Insured Person's employment with the Group Policyholder or Participating Organization terminates, if employment terminates on or before the 15th of the month;
 - b. The last day of the Insurance Month in which the Insured Person's employment with the Group Policyholder or Participating Organization terminated if employment terminates after the 15th of the month;
 4. At the policyholder's request, item (6) may be reworded to coincide with a policyholder's payroll cycle. Example:
 - a. the last day of the Insurance Month in which the Insured Person's employment with the Group Policyholder or Participating Organization terminates, or the last day of the payroll period for which premium payment is made on the Insured Person's behalf (whichever is later);

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5. At the policyholder's request item (8) may be reworded for layoff situations. Examples:
 - a. if termination is due to a layoff, the last day of the Insurance Month which follows the date the Insured Person's employment with the Group Policyholder or Participating Employer terminates;
 - b. if termination is due to other than a layoff, the date the Insured Person's employment with the Group Policyholder or Participating Employer terminates;
6. Item (8) may also be reworded or split for specific classes to accommodate a group's administrative handling with respect to termination of employment, elected position, membership.
7. At the policyholder's request, an item may be added to address coverage ending upon retirement.
Example:
 - a. the day after the Insured Person retires with the Group Policyholder or Participating Employer;
8. At the policyholder's request, an item may be added to address the exhaustion of paid time off or vacation time upon termination. Example:
 - a. the day after any paid time off (PTO) and/or vacation time is exhausted due to termination of the Insured Person's employment with the Group Policyholder or Participating Organization;
9. In item (9), military service of 30 days to 5 years may be exempted or the item may be omitted.
10. The bracketed provision, "unless insurance is continued under the Continuation Rights provision below," may be deleted if continuation is not provided by the Policy.

D. The **CONTINUATION RIGHTS** section may be included or it may be omitted if it not applicable to the particular group (e.g. members). Each type of continuation may be included or omitted as applicable to the particular class of insureds (e.g. members). If applicable to certain classes, a phrase may be added before the particular continuation to denote the class in which the continuation applies. If this section is included, the following additional variability applies:

1. In the **Disability** paragraph, the following variability applies:
 - a. The bracketed reference to Partial Disability Employment may be omitted if the policyholder does not select Partial Disability insurance.
 - b. The duration of continuation described in items (1) and (2) may be changed to accommodate an Employer's administrative guidelines or union contracts;
 - c. The bracketed reference to the "Day Benefits Begin" may be removed where inapplicable.
2. The **Family or Medical Leave** and the **Military Leave** sections can be omitted for employers not subject to those federal laws. We request the ability to re-word these provisions to reflect any change to federal requirements.
3. in the **Lay Off or Other Leave** section, the bracketed continuation period can range from one to 60 calendar months or insurance/policy months. If the continuation is for only one month or premium payment period, the last sentence may be shortened to read: "The required premium payment must be received from the [Group Policyholder/ Participating Employer]. If the continuation period is longer than one month or premium period, the last sentence may read: "The required premium payments must be received from the [Group Policyholder/ Participating Employer], throughout the period of continued coverage";
If the duration is different between lay-off and leave of absence, this section may be divided to reflect the continuation period specific to the type of absence or show one or the other if either is not applicable.
4. In the **Temporary Reduction in Hours** section, if included, the bracketed duration may range from continuing to the end of the month in which the reduction occurred to continuing for 24 Insurance Months or Policy Months. The work requirement for an Insured Person to continue coverage is variable to meet policyholder requirements.
5. In the **Conditions** section, the last sentence may be omitted if a union agreement requires coverage or with underwriter approval.
6. Additional continuation periods may be added (as may be required by federal or local law, the group's compensation program or union agreements, a prior carrier's contract, etc.). Examples (the bracketed durations typically range from one month to three months but may be extended up to 24 Insurance Months):
 - a. **Sabbatical Leave.** If an Insured Person cease(s) work due to an approved sabbatical, coverage may be continued [for three Insurance Months] after the sabbatical begins or until the end of an approved sabbatical]. The required premium payments must be received from the [Group Policyholder/Participating Employer] throughout the period of continued insurance.

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- b. **Plant Closing or Mass Lay Off.** If an Insured Person is not provided a 60-day notice by the Group Policyholder/Participating Organization of a plant closing or of a mass lay off and the Insured Person ceases work due to a lay off as a result of a plant closing or of a mass lay off, then coverage may be continued:
 - i. for up to 60 days after the lay off begins; and
 - ii. provided premium payments are made on the Insured Person's behalf.

- E. The **PORTABILITY** section may be included or it may be omitted if it not applicable to the particular group. Additional variability applies as follows:
 - 1. In the first paragraph, item (1), the bracketed 31 days may range from 31 to 91 days.
 - 2. The bracketed phrase "first day of the Insurance Month coinciding with or next following" is variable so that the change can be effective on "the day," "the day following," "the first day of the month coinciding with or next following," "the first day of the month following," "the last day of the month following," "the last day of the payroll cycle/pay period," "the date," or any other specified day following the events listed.
 - 3. The bracketed sentence regarding a direct billing fee may be removed if no fee will apply.
 - 4. In the fifth paragraph, item (3), the bracketed age may range from 60 to 100, or be omitted when not applicable. The bracketed reference to the billing fee will be omitted when not applicable. The entire provision may be omitted.
 - 5. In the fifth paragraph, item (4), the bracketed time period may range from 1 month to 5 years.
 - 6. In the definition of "Basic Weekly Earnings" the bracketed reference to the "last day worked" is variable so that the Determination Date calculation may change to accommodate the policyholder's request.
 - 7. In the definition of "Loss of Activities of Daily Living," the bracketed 2 may range from 1-6.
- F. The **WAIVER OF PREMIUM** section is variable so that it may be included or omitted. In addition, the bracketed language in items (1) and (2) may be reworded as needed to accommodate administration.

IV. PREMIUMS AND PREMIUM RATES. GL1101-6-GRSTD includes variability as follows:

- A. In the **PAYMENT OF PREMIUMS** section, the term "Company's Group Insurance Service Office" is variable so that the office name may be changed in the event that the name or location of the appropriate office changes.
- B. In the **GRACE PERIOD** section, the bracketed period of 31 days is variable so that the time period may be increased, but never decreased below 31 days.
- C. In the **PREMIUM RATE CHANGE** section, we request variability as follows:
 - 1. In item (3), we request omit variability so the applicable items may be included or omitted as appropriate.
 - 2. In item (4), we request variability so that the bracketed word "first" in reference to the anniversary may be changed to reflect the appropriate applicable anniversary in which the rates will change.
 - 3. In the last paragraph, the notice of the rate change will be at least 31 days but may be increased upon request.
- D. In the **PREMIUM AMOUNT** section, we request variability so that the last phrase referencing the monthly billing fee, may be included or omitted if inapplicable. If included, we request variability so that the period may be changed from monthly to bi-weekly, quarterly or another period administratively required.
- E. We request the Premium Rate Schedule to be filed as variable since this section will include the rates applicable to the particular group.

V. POLICY TERMINATION. GL1101-7-GRSTD includes variability as follows:

- A. In the **TERMINATION BY THE COMPANY** section, we request the bracketed notice of termination be at least 31 days but may be increased upon request.
- B. Under the **TERMINATION BY THE GROUP POLICYHOLDER** section the bracketed "on the date" is variable so that coverage can end on the day, the day following, the last day of the month following, or any other specified day.

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VI. **WEEKLY DISABILITY INCOME INSURANCE.** Forms GL1101-15-STD 12 and GL1102-7-STD 12 provide the Weekly Disability Income provisions for the Total and Partial Disability Benefits. We request the following variability:

- A. Under the **TOTAL DISABILITY BENEFIT, Duration**, we request the following variability:
1. the bracketed item (3) in the first paragraph can be removed if partial disability benefits are not covered under the policy.
 2. The bracketed material in item (1)(c) of the third paragraph may be omitted at the request of the policyholder and agreed upon by underwriting.
 3. The bracketed "more than twice" in item (1)(c) can be changed to "more than three times."
 4. The bracketed item (3), requiring timely application for Other Income Benefits, may be omitted for non-integrated plans.
- B. The bracketed **TOTAL DISABILITY BENEFIT, Amount**, paragraphs details various methods for calculating the amount of Weekly Total Disability Benefit. The section used is dependent on the policyholder's request. Respectively, the **Amount** sections detail the following benefit calculations:
- integrated benefit;
 - flat benefit, integrated;
 - non-integrated benefit;
 - flat benefit, non-integrated;
 - backdoor integration with certain sources;
 - flat benefit, backdoor integration with certain sources;
 - all source integration;
 - flat and all source integration.

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

- C. The **PARTIAL DISABILITY BENEFIT** paragraphs may be omitted in their entirety if Partial Disability Benefits are not included in the Policy. If included, we request variability as follows:
1. the bracketed material in item (1) may be omitted or included, dependent on whether or not an Insured Person must be Totally Disabled before becoming eligible for Partial Disability benefits under the plan.
 2. The period during which an Insured Person must become Partially Disabled may range from 30 to 90 days.
 3. In item (3), the percentage of Basic Weekly Earnings may typically range from 10% to 30%.
 4. In the second paragraph, the bracketed material may be omitted or included, dependent on whether or not an Insured Person must be Totally Disabled before becoming eligible for Partial Disability benefits under the plan.
- D. Under **PARTIAL DISABILITY BENEFIT, Duration**, we request variability as follows:
1. The bracketed earnings cap in item (3) may typically range from 60% to 99%.
 2. In the second paragraph, in item (1)(c), the bracketed material concerning the postponement of a required examination may be omitted at the request of the policyholder and agreed upon by underwriting.
 3. In the second paragraph, in item (1)(c), the phrase "more than twice" can be changed to "more than three times."
 4. Bracketed item (3), requiring timely application for Other Income Benefits, may be omitted for non-integrated plans.
 5. The bracketed **Partial Disability Benefit--Amount** paragraphs detail various methods for calculating the amount of Weekly Partial Disability Benefit. The paragraph used is dependent on the policyholder's request. Respectively, the **Amount** paragraphs detail the following benefit calculations:
 - integrated benefit;
 - flat benefit, integrated;
 - non-integrated benefit;
 - flat benefit, non-integrated.

Within the bracketed sections, the bracketed plan/class may be included to describe the appropriate plan/class to which the benefits apply, the term "Other Income Benefits" may be replaced with a

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subcategory listed under the **Other Income Benefits** definition. The bracketed integration percentage may typically range from 40% to 100%.

VII. **WEEKLY DISABILITY INCOME INSURANCE (Continued)**. Forms GL1101-16-INT 12 and GL1102-9-INT 12 are for use with **integrated benefits**. We request the following variability:

- A. We request that the bracketed plan/class may be included to describe the appropriate plan/class to which the benefits apply.
- B. The sub-sections under the **OTHER INCOME BENEFITS** section may be included or omitted. Depending on the features requested by the policyholder, the plan may provide the following:
- **non-occupational** coverage (which excludes job-related disability);
 - 24-hour **occupational** coverage (which offsets Workers' Compensation benefits);
 - the exclusion of disabilities paid under an employer's salary continuance or retirement plan, or the offsetting of such benefits.
- C. We request variability in the **OTHER INCOME BENEFITS** section, as follows:
1. Under **Compulsory Benefits**, items (1) and (2), concerning state temporary disability or no-fault automobile insurance laws, may be omitted or included as needed.
 2. Under **Compulsory Benefits**, item (3) will normally exempt Workers' Compensation-type plans, but may include them when an occupational (24-hour) plan is requested. Item (3) may specify some other compulsory benefit plan needed for a custom case in a certain industry or political subdivision.
 3. Under **Compulsory Benefits**, item (4) may also specify some other compulsory benefit plan needed for a custom case in a certain industry or political subdivision.
 4. Under **Other Insurance Plans**, the bracketed references to "any individual policy, association group plan or franchise plan, or any auto liability insurance policy" will be omitted as the standard. One or more of these sources may be included for a custom case, where overinsurance is a special concern.
 5. The **Employee Benefit Plans** paragraph will be included if the Employer's Sick Leave or Salary Continuance Plan or Paid Time-Off (PTO) Plan is to be included as an offset. The bracketed Sick Leave or Paid Time-Off language will be included or omitted accordingly.
 6. In the **Employee Benefit Plans** paragraph, the bracketed "vacation pay, severance pay, or" may be omitted if a Paid Time-Off (PTO) Plan is to be an offset since the PTO Plan encompasses such pay as a part of the group's sick leave or salary continuance program and does not differentiate among the conditions of the salary continuance (i.e., sick time, vacation pay, personal time are all lumped together and used as the employee wishes).
 7. The **Employer's Retirement Plan** paragraph may be omitted in its entirety if it is not to be included as an offset for a custom case. (It is included as a standard offset.)
 8. In the **Social Security and Other Government Retirement Plans** section, the bracketed material may be replaced with the name of a specific plan or it may be omitted if not applicable.
 9. Under the **Earnings** section, the bracketed references to Section 125 Plans and various tax forms may be changed to reflect the specific plan or tax form to be referenced at the request of the policyholder; any one of the items listed may be omitted, if not applicable; or this section may be omitted in its entirety.
 10. In the bracketed **Recovery from a Third Party** section, the bracketed percentage to be offset may typically range from 50% to 100%.
 11. Under **Exceptions**, the bracketed "401K" may be changed to reflect the specific plan applicable to the group as requested by the policyholder.
 12. Under **Exceptions**, bracketed items 8, 9, and 10 may be omitted if not applicable. For item (8), the bracketed items may be included or omitted as applicable to the group. For item (9), the bracketed items will be included as the standard but one or more may be omitted for a custom case, where overinsurance due to that item is a special concern. For item (10), the bracketed material may be replaced with the name of a specific plan.
- D. We request variability in the **RULES CONCERNING OTHER INCOME BENEFITS** section, the bracketed period under **Refunding Overpayments** may range from 60 to 90 days.

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- E. Under **RECURRENT DISABILITY**, we request variability as follows:
1. The bracketed "on a full-time basis" in items (1)(b) and (2)(b) may be replaced with a minimum number of hours (20-40).
 2. The bracketed period may range from 2 to 12 consecutive weeks.
 3. The bracketed reference to the percentage shown in the Partial Disability Benefit section may be replaced by an actual percentage, typically ranging from 60% to 99%.
- F. Under **EXCLUSIONS**, we request variability as follows:
1. Items (4) and (5) will be omitted for 24-hour occupational plans.
 2. Items (6), (7), and (8) may be included, if such benefits are not included as offsets.
 3. In item (6), any of the items may be included or omitted as applicable to the group.
 4. Item (6)(c) may provide an exception to the exclusion for compulsory benefit acts as follows: "except state temporary disability income benefit laws".
 5. Item (6)(c) may also specify the compulsory benefit plans if needed for a custom case, industry or political subdivision.
 6. Items (5), (6), (7), and (8) may be omitted for a group that elects to integrate with such other benefits, rather than to exclude periods when such benefits are available; or they may be omitted for a custom case.
 7. Item (9) may be included or omitted depending upon the selections of the policyholder and underwriter.
- G. For the bracketed **PRE-EXISTING CONDITION LIMITATION** we request variability as follows:
1. This provision can be included or omitted in its entirety. Within the brackets, only the bracketed items can be changed, and only as permitted by state law.
 2. The bracketed exclusionary period under item (2) can range from 6 to 24 months, and the bracketed treatment-free period can range from 3 to 12 months or be omitted.
 3. In the definition of "Pre-Existing Condition," the bracketed look-back period can range from 3 to 24 months.
 4. The bracketed sentence for increases may be included if a pre-ex limitation is to apply to increases.

VIII. WEEKLY DISABILITY INCOME INSURANCE (continued). Forms GL1101-16-NON 12 and GL1102-9-NON 12 are for use with **non-integrated benefits**. We request variability as follows:

- A. We request that the bracketed plan/class may be included to describe the appropriate plan/class to which the benefits apply.
- B. The bracketed text in **RULES CONCERNING EARNINGS AND OTHER BENEFITS** may be omitted if no Partial Disability Benefits are provided under the policy, plan or class.
- C. Under **Earnings**, the bracketed references to Section 125 Plans and various tax forms may be changed to reflect the specific plan or tax form to be referenced at the request of the policyholder; any one of the items listed may be omitted, if not applicable; or this section may be omitted in its entirety.
- D. The bracketed period under **Refunding Overpayments** may range from 60 to 90 days.
- E. Under **Recurrent Disability**, the bracketed "on a full-time basis" may be replaced with a minimum number of hours (20-40)
- F. Under **Recurrent Disability**, the bracketed period may range from 2 to 12 consecutive weeks.
- G. Under **Recurrent Disability**, the bracketed reference to the percentage shown in the Partial Disability Benefit section may be replaced by an actual percentage, typically ranging from 60% to 99%.

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- H. Under **EXCLUSIONS**, we request variability as follows:
1. Items (4) and (5) will be omitted for 24-hour occupational plans.
 2. Item (6) may be included or omitted. If included, any one or more of the items listed may be included or omitted as applicable.
 3. Item (6)(c) can specify the compulsory benefit plans if needed for a custom case, industry or political subdivision.
 4. Items (7), and (8) will be included as the standard, but may be omitted when not applicable.
 5. Item (9) may be included or omitted depending upon the selections of the policyholder and underwriter.
- I. The bracketed **PRE-EXISTING CONDITION LIMITATION**, we request variability as follows:
1. This provision can be included or omitted entirely. Within the brackets, only the bracketed items can be changed, and only as permitted by state law.
 2. The bracketed exclusionary period under item (2) can range from 6 to 24 months.
 3. The bracketed treatment-free period, under item (2) can range from 3 to 12 months or be omitted.
 4. In the definition of "Pre-Existing Condition," the bracketed look-back period can range from 3 to 24 months.
 5. The bracketed sentence for increases may be included if a pre-ex limitation is to apply to increases.
- IX. VOCATIONAL REHABILITATION BENEFIT.** Policy form GL1101-31-STD 12 and certificate form GL1102-24-STD 12 describe the Vocational Rehabilitation Benefit. The bracketed reference to waiver of premium in the **OTHER PROVISIONS** section may be omitted when not applicable.
- X. REASONABLE ACCOMODATION BENEFIT.** Policy form GL1101-33-STD 12 and certificate form GL1102-26-STD 12 describe the Reasonable Accommodation Benefit. We request variability as follows:
- A. Under the **BENEFIT** paragraph, the bracketed percentage may range from 10% to 70%.
 - B. Under the **BENEFIT** paragraph, the bracketed maximum benefit amount may range from \$1,000 to \$10,000.
 - C. The bracketed reference to waiver of premium in the **OTHER PROVISIONS** section may be omitted when not applicable.

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XI. AMENDMENTS. Amendment forms GL1101-AMEND.PC2 12 (Policy)/ GL1102-AMEND.PC2 12 (Certificate) and GL1101-AMEND.PC3 12 (Policy)/ GL1102-AMEND.PC3 12 (Certificate) provide for prior insurance credit upon the transfer of disability income insurance carriers. We request variability as follows:

- A. The case-specific information at the beginning of the form may be inserted according to the group. This includes the amendment number, group policy number, policyholder name, plan, class, Participating Employer, effective date.
- B. Under the "Prior Plan" section, the bracketed phrase "or individual" may be included or omitted. item (2) will be included if "or individual" is included. These variables are to account for worksite groups where employees may be changing over from individual policies.
- C. Under the "Prior Plan" section, the bracketed reference to "1 day" in item (1) may range from 1 day to 120 days, or any other period required by law or requested by the policyholder and agreed to by underwriting.
- D. Under the "Prior Plan" section, item (2), the bracketed reference to "31 days" may range from 31 days to 90 days, or any other period required by the policyholder and agreed to by underwriting.
- E. The bracketed date in the last paragraph is variable.
- F. In amendment forms GL1101-AMEND.PC3 12 (Policy)/ GL1102-AMEND.PC3 12 (Certificate), a statement may be added, upon policyholder request and underwriter approval. This statement, to be added at the end of the DISABILITY DUE TO A PRE-EXISTING CONDITION section, is as follows:

The Pre-existing Condition Limitation is also waived for an Insured Person who was not covered by the Prior Plan, but enrolls in the Policy at the first enrollment opportunity. The Pre-existing Condition Limitation will apply to any increases in coverage under this Policy or if the Insured Person enrolls after his or her first enrollment opportunity.

- G. The company officer's signature block is variable so that a new officer signature may be used as needed.

XII. AMENDMENTS. Amendment forms GL1101-AMEND.MDUTIES (Policy)/ GL1102-AMEND.MDUTIES (Certificate) revise the definition of Main Duties. We request variability as follows:

- A. The case-specific information at the beginning of the form may be inserted according to the group. This includes the amendment number, group policy number, policyholder name, plan, class, Participating Employer, effective date.
- B. The bracketed section in the Americans with Disabilities Act may be omitted or included.

POLICY AMENDMENT [NO. 0]

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

ISSUED TO: [ABC Company, Incorporated]

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

The Policy is amended by the addition of the following provisions.

**PRIOR INSURANCE CREDIT UPON TRANSFER OF
DISABILITY INCOME INSURANCE CARRIERS**

This provision prevents loss of disability income coverage for an Insured Person, which could otherwise occur solely because of a transfer of insurance carriers. This Policy will provide the following Prior Insurance Credit, when it replaces a Prior Plan.

"Prior Plan" means a prior carrier's group [or individual] disability income policy, which this Policy replaced within[:

- (1) [1 day] of the prior plan's termination date[, if the prior plan was a group policy; or
- (2) [31 days] of the prior plan's termination date, if the prior plan was an individual policy].

ABSENCE FROM WORK DUE TO INJURY OR SICKNESS. A Person who is absent from work due to Injury or Sickness upon transfer of plans will be treated as being Actively-At-Work. Subject to premium payments, this Policy will provide coverage to a Person who was:

- (1) insured by the Prior Plan on its termination date; and
- (2) otherwise eligible under this Policy but was not Actively At Work due to the Person's Injury or Sickness on this Policy's Effective Date.

Any Disability incurred while covered under the Prior Plan remains the Prior Plan's responsibility.

This amendment takes effect [on [November 1, 2012], or on the Insured Person's effective date of coverage under the Policy, whichever is later]. In all other respects, the Policy remains the same.

_____ Policyholder
_____ Signature & Title of Officer

**THE LINCOLN NATIONAL
LIFE INSURANCE COMPANY**

 _____ Officer of the Company

POLICY AMENDMENT [NO. 0]

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

ISSUED TO: [ABC Company, Incorporated]

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

The Policy is amended by the addition of the following provisions.

**PRIOR INSURANCE CREDIT UPON TRANSFER OF
DISABILITY INCOME INSURANCE CARRIERS**

This provision prevents loss of disability income coverage for an Insured Person, which could otherwise occur solely because of a transfer of insurance carriers. This Policy will provide the following Prior Insurance Credit, when it replaces a Prior Plan.

"Prior Plan" means a prior carrier's group [or individual] disability income policy, which this Policy replaced within[:

- (1) [1 day] of the prior plan's termination date[, if the prior plan was a group policy; or
- (2) [31 days] of the prior plan's termination date, if the prior plan was an individual policy].

ABSENCE FROM WORK DUE TO INJURY OR SICKNESS. A Person who is absent from work due to Injury or Sickness upon transfer of plans will be treated as being Actively-At-Work. Subject to premium payments, this Policy will provide coverage to a Person who was:

- (1) insured by the Prior Plan on its termination date; and
- (2) otherwise eligible under this Policy but was not Actively At Work due to the Person's Injury or Sickness on this Policy's Effective Date.

Any Disability incurred while covered under the Prior Plan remains the Prior Plan's responsibility.

DISABILITY DUE TO A PRE-EXISTING CONDITION. Any Pre-Existing Condition Limitation will not apply to an Insured Person who:

- (1) was insured by the Prior Plan on its termination date; and
- (2) became insured under this Policy on its Effective Date.

This amendment takes effect [on [November 1, 2012], or on the Insured Person's effective date of coverage under the Policy, whichever is later]. In all other respects, the remains the same.

Policyholder

Signature & Title of Officer

**THE LINCOLN NATIONAL
LIFE INSURANCE COMPANY**



Officer of the Company

CERTIFICATE AMENDMENT [NO. 0]

TO BE ATTACHED TO THE CERTIFICATE FOR GROUP POLICY NO: [0000000]

ISSUED TO: [ABC Company, Incorporated]

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

Your Certificate is amended by adding the following provisions.

**PRIOR INSURANCE CREDIT UPON TRANSFER OF
DISABILITY INCOME INSURANCE CARRIERS**

This provision prevents loss of disability income coverage for you, which could otherwise occur solely because of a transfer of insurance carriers. The Policy will provide the following Prior Insurance Credit, when it replaces a Prior Plan.

"Prior Plan" means a prior carrier's group [or individual] disability income policy, which the Policy replaced within[:

- (1) [1 day] of the prior plan's termination date[, if the prior plan was a group policy; or
- (2) [31 days] of the prior plan's termination date, if the prior plan was an individual policy].

ABSENCE FROM WORK DUE TO INJURY OR SICKNESS. A Person who is absent from work due to Injury or Sickness upon transfer of plans will be treated as being Actively-At-Work. Subject to premium payments, the Policy will provide coverage to a Person who was:

- (1) insured by the Prior Plan on its termination date; and
- (2) otherwise eligible under the Policy but was not Actively At Work due to the Person's Injury or Sickness on the Policy's Effective Date.

Any Disability incurred while covered under the Prior Plan remains the Prior Plan's responsibility.

This amendment takes effect [on [November 1, 2012], or on your effective date of coverage under the Policy, whichever is later]. In all other respects, the Certificate remains the same.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY



Officer of the Company

CERTIFICATE AMENDMENT [NO. 0]

TO BE ATTACHED TO THE CERTIFICATE FOR GROUP POLICY NO.: [00-0000000]

ISSUED TO: [ABC Company, Incorporated]

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

Your Certificate is amended by adding the following provisions.

**PRIOR INSURANCE CREDIT UPON TRANSFER OF
DISABILITY INCOME INSURANCE CARRIERS**

This provision prevents loss of disability income coverage for you, which could otherwise occur solely because of a transfer of insurance carriers. The Policy will provide the following Prior Insurance Credit, when it replaces a Prior Plan.

"Prior Plan" means a prior carrier's group [or individual] disability income policy, which the Policy replaced within[:

- (1) [1 day] of the prior plan's termination date[, if the prior plan was a group policy; or
- (2) [31 days] of the prior plan's termination date, if the prior plan was an individual policy].

ABSENCE FROM WORK DUE TO INJURY OR SICKNESS. A Person who is absent from work due to Injury or Sickness upon transfer of plans will be treated as being Actively-At-Work. Subject to premium payments, the Policy will provide coverage to a Person who was:

- (1) insured by the Prior Plan on its termination date; and
- (2) otherwise eligible under the Policy but was not Actively At Work due to the Person's Injury or Sickness on the Policy's Effective Date.

Any Disability incurred while covered under the Prior Plan remains the Prior Plan's responsibility.

DISABILITY DUE TO A PRE-EXISTING CONDITION. Any Pre-Existing Condition Limitation will not apply to an Insured Person who:

- (1) was insured by the Prior Plan on its termination date; and
- (2) became insured under the Policy on its Effective Date.

This amendment takes effect [on [November 1, 2012], or on your effective date of coverage under the Policy, whichever is later]. In all other respects, the Certificate remains the same.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY



Officer of the Company

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

READABILITY CERTIFICATION

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

<u>FORM NO.</u>	<u>FLESCH SCORE</u>
GL1101-3-STD 12	51.0
GL1101-5-STD-ELE	50.8
GL1101-5-STD-TE	50.7
GL1101-6-GRSTD	63.3
GL1101-7-GRSTD	56.3
GL1101-15-STD 12	71.5
GL1101-16-INT 12	52.4
GL1101-16-NON 12	51.4
GL1101-31-STD 12	54.3
GL1101-1-33-STD 1	56.3
GL1101-AMEND.PC2 12	55.1
GL1101-AMEND.PC3 12	51.8
GL1101-AMEND.MDUTIES	51.2
GL1102-1-STD 12	50.5
GL1102-2-STD-ELE	52.4
GL1102-2-STD-TE	52.3
GL1102-7-STD 12	60.5
GL1102-9-INT 12	53.2
GL1102-9-NON 12	56.0
GL1102-24-STD 12	52.6
GL1102-26-STD 12	53.0
GL1102-AMEND.PC2 12	50.0
GL1102-AMEND.PC3 12	55.6
GL1102-AMEND.MDUTIES	50.2



Deborah A. Turek, ACS, AIAA, AIRC
AVP, Product Compliance & State Filing
Insurance and Retirement Solutions
The Lincoln National Life Insurance Company
October 26, 2012