

State: Arkansas **Filing Company:** The Lincoln National Life Insurance Company

TOI/Sub-TOI: H11G Group Health - Disability Income/H11G.003 Long Term

Product Name: Group LTD

Project Name/Number: Lincoln 2012 LTD Enhancements/ GL3001-LTD-3 12/

Filing at a Glance

Company: The Lincoln National Life Insurance Company
Product Name: Group LTD
State: Arkansas
TOI: H11G Group Health - Disability Income
Sub-TOI: H11G.003 Long Term
Filing Type: Form
Date Submitted: 07/24/2012
SERFF Tr Num: JEPT-128519900
SERFF Status: Closed-Approved
State Tr Num:
State Status: Approved-Closed
Co Tr Num: GL3001-LTD-3 12

Implementation: On Approval
Date Requested:
Author(s): Debbie Turek, Betty Spratlen, Lori Caffery, Elizabeth Simpson
Reviewer(s): Donna Lambert (primary)
Disposition Date: 07/26/2012
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.003 Long Term

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General Information

Project Name: Lincoln 2012 LTD Enhancements/ GL3001-LTD-3 12 Status of Filing in Domicile: Pending
Project Number: 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 Unions
Overall Rate Impact: Filing Status Changed: 07/26/2012
State Status Changed: 07/26/2012
Deemer Date: Created By: Elizabeth Simpson
Submitted By: Lori Caffery Corresponding Filing Tracking Number:

Filing Description:
NAIC No.: 0020-65676
FEIN No.: 35-0472300

Re: Group Long Term Disability Forms
Forms GL3001-LTD-3 12, et al.

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 GL3001 and Group Certificate Series GL3002 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, Premiums and Premium Rates, Rehabilitation Incentive Benefit, and Prior Insurance Credit Upon Transfer of Insurance Carriers.

The Amendment forms provide special definitions, including a special definition of "Main Duties" for groups with physicians and attorneys. This provides a benefit in the event that a physician or attorney is unable to practice in their own specialty. In addition, the Physician amendment provides an option for disability coverage in the event that the Physician is unable to practice in their subspecialty.

An appendix of variability, readability certification and Rule/Regulation 19 Filing Certification document 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.

Sincerely,

Lori Caffery
Compliance Analyst
Lincoln Financial Group
Voice: (800) 423-2765 ext. 7738
Fax: (402) 361-1234
E-Mail: lori.caffery@lfg.com

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Company and Contact

Filing Contact Information

Lori Caffery, Compliance Analyst lori.caffery@lfg.com
8807 Indian Hills Drive 402-361-7738 [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: \$550.00
Retaliatory? No
Fee Explanation: \$50.00 per form X 11 forms
Per Company: No

Table with 4 columns: Company, Amount, Date Processed, Transaction #. Row 1: The Lincoln National Life Insurance Company, \$550.00, 07/24/2012, 61129664

SERFF Tracking #:	JEPT-128519900	State Tracking #:		Company Tracking #:	GL3001-LTD-3 12
State:	Arkansas	Filing Company:	The Lincoln National Life Insurance Company		
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Donna Lambert	07/26/2012	07/26/2012

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Disposition

Disposition Date: 07/26/2012

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved	Yes
Supporting Document	Application	Approved	Yes
Supporting Document	Appendix of Variability	Approved	Yes
Supporting Document	Filing Certification	Approved	Yes
Form	Definitions	Approved	Yes
Form	Premiums and Premium Rates	Approved	Yes
Form	Prior Insurance Credit Upon Transfer of Insurance Carriers	Approved	Yes
Form	Rehabilitation Incentive Benefit	Approved	Yes
Form	Policy Amendment	Approved	Yes
Form	Policy Amendment	Approved	Yes
Form	Definitions	Approved	Yes
Form	Prior Insurance Credit Upon Transfer of Insurance Carriers	Approved	Yes
Form	Rehabilitation Incentive Benefit	Approved	Yes
Form	Certificate Amendment	Approved	Yes
Form	Certificate Amendment	Approved	Yes

SERFF Tracking #:

JEPT-128519900

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GL3001-LTD-3 12

State:

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The Lincoln National Life Insurance Company

TOI/Sub-TOI:

H11G Group Health - Disability Income/H11G.003 Long Term

Product Name:

Group LTD

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Lincoln 2012 LTD Enhancements/ GL3001-LTD-3 12/

Form Schedule

Lead Form Number: GL3001-LTD-3 12

Item No.	Schedule Item Status	Form Number	Form Type	Form Name	Action/ Action Specific Data	Readability Score	Attachments
1	Approved 07/26/2012	GL3001-LTD-3 12	POLA	Definitions	Initial:	51.000	3 12.pdf
2	Approved 07/26/2012	GL3001-LTD- 11 12	POLA	Premiums and Premium Rates	Initial:	56.000	11 12.pdf
3	Approved 07/26/2012	GL3001-LTD- 18 12	POLA	Prior Insurance Credit Upon Transfer of Insurance Carriers	Initial:	54.000	18 12.pdf
4	Approved 07/26/2012	GL3001-LTD- 43-RIB 12	POLA	Rehabilitation Incentive Benefit	Initial:	55.000	43 RIB 12.pdf
5	Approved 07/26/2012	GL3001- AMEND.ATTY 12	POLA	Policy Amendment	Initial:	54.000	AMEND ATTY 12.pdf
6	Approved 07/26/2012	GL3001- AMEND.PHYS 12	POLA	Policy Amendment	Initial:	54.000	AMEND PHYS 12.pdf
7	Approved 07/26/2012	GL3002-CERT- 2 12	CERA	Definitions	Initial:	51.000	2 12.pdf
8	Approved 07/26/2012	GL3002-CERT- 15 12	CERA	Prior Insurance Credit Upon Transfer of Insurance Carriers	Initial:	54.000	15 12.pdf
9	Approved 07/26/2012	GL3002-CERT- 41-RIB 12	CERA	Rehabilitation Incentive Benefit	Initial:	55.000	41 RIB 12.pdf
10	Approved 07/26/2012	GL3002- AMEND.ATTY 12	CERA	Certificate Amendment	Initial:	54.000	AMEND ATTY 12.pdf

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Lead Form Number: GL3001-LTD-3 12							
Item No.	Schedule Item Status	Form Number	Form Type	Form Name	Action/ Action Specific Data	Readability Score	Attachments
11	Approved 07/26/2012	GL3002-AMEND.PHYS 12	CERA	Certificate Amendment	Initial:	54.000	AMEND PHYS 12.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
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 full-time performance of all Main Duties of his or her Own Occupation, for the regularly scheduled number of hours, at:

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

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

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

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

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

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

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

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

It also includes:

1. paid commissions [, not including renewal commissions,] averaged over the 12 months just prior to the Determination Date; or over the actual period of employment with the Employer just prior to that date, if shorter;
2. bonuses averaged over the 36 months just prior to the Determination Date; or over the actual period of employment with the Employer just prior to that date, if shorter;
3. overtime pay;
4. deductions for pre-tax contributions to a qualified Section 125 Plan or flexible spending account; and
5. deductions for pre-tax contributions to a qualified Section 401(k) Plan or deferred compensation plan.

It does **not** include [commissions, bonuses, overtime pay, or] any other extra compensation. It does not include income from a source other than the Employer. It will not exceed the amount shown in the Employer's financial records, the amount for which premium has been paid, or the Maximum Covered Monthly Earnings permitted by this Policy; whichever is less. (Maximum Covered Monthly Earnings equals the Maximum Monthly Benefit divided by the Benefit Percentage shown in the Schedule of Benefits.) [Exception: For purposes of determining the Partial Disability Monthly Benefit, Basic Monthly Earnings will not exceed the amount shown in the Employer's financial records.]

DEFINITIONS
(Continued)

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

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

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

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

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

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

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

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

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

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

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

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

DEFINITIONS (Continued)

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

1. is subject to, 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 leave policy and the law which applies; and
3. does not exceed the period approved by the 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 is entitled to a leave under both the federal FMLA law and a similar state law, he or she may elect the more favorable leave (but not both). If an Employee is on an FMLA leave due to his or her own health condition on the date Policy coverage takes effect, he or she is not considered Actively at Work.

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

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

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

GAINFUL OCCUPATION means any occupation in which the Insured Employee:

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

INJURY means an accidental bodily Injury that:

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

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

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

INSURED [EMPLOYEE] means [an Employee] for whom Policy coverage is in effect.

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

1. are normally required to perform 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.]

DEFINITIONS (Continued)

Main Duties include those job tasks:

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

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

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

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

MILITARY LEAVE means a leave of absence that:

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

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

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

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

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

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

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

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

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

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

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

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

DEFINITIONS (Continued)

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

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

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

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

During Partial Disability Employment, his or her current earnings:

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

PAYROLL PERIOD means that period of time established by the Employer for payment of employee wages.

PHYSICIAN means:

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

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

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

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

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

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

PREDISABILITY INCOME—See Basic Monthly Earnings definition.

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

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

DEFINITIONS (Continued)

REGULAR OCCUPATION—See Own Occupation or Regular Occupation definition.

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

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

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

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

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

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

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

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

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

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

SICKNESS means illness, pregnancy or disease.

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

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

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

The loss of a professional license, an occupational license or certification, [a pilot's license,] or a driver's license for any reason does **not**, by itself, constitute Total Disability.

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

PREMIUMS AND PREMIUM RATES

PAYMENT OF PREMIUM. No coverage provided by this Policy will be in effect until the first premium for such coverage is paid. For coverage to remain in effect, the Policyholder must pay each subsequent premium on or before its due date at the Company's Group Insurance Service Office. The premium must be paid in U.S. dollars.

PREMIUM RATES. The initial premium rates for this Policy are shown on the Face Page of this Policy. Premium rates are subject to change.

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 Policyholder (or any covered division, subsidiary or affiliated company) [
 - [a]. relocates, dissolves or merges, or is added to or removed from this Policy; or
 - [b]. ceases to be covered by the state Workers' Compensation program or any other program of like intent; or
 - [c]. ceases to provide or reduces Sick Leave or Salary Continuance Plan benefits;]
4. the date any coverage for one or more classes ceases to be provided under this Policy;
5. the date the number of Insured Employees changes by [25%] or more from the enrollment on the date this Policy took effect, or the most recent Rate Guarantee Date expired, if later;
6. on any premium due date on or after this Policy's [first] anniversary, or any later rate guarantee date agreed upon by the Company.

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

MONTHLY PREMIUM AMOUNT. The amount of monthly premium due on each due date will be the [Total Covered Payroll/ amount of benefit] multiplied by the premium rate. Changes will not be pro-rated daily. Instead, premium will be adjusted as follows:

1. When an Insured Employee's insurance (or increased amount of insurance) takes effect, premium will be charged from the monthly due date coinciding with or next following that change.
2. When all or part of an Insured Employee's insurance terminates, the applicable premium will cease on the monthly due date coinciding with or next following that termination.
3. When premiums are paid other than monthly, increases or decreases will result in an adjustment from the premium due date coinciding with or next following that change.

The above manner of charging premium is for accounting purposes only. It will not extend insurance coverage beyond a date it would have otherwise terminated.

Each premium payment will include any adjustments in past premiums, which are needed due to changes that have not yet been taken into account. If a premium adjustment involves a return of unearned premium, the amount of the return will be limited to [the prior 12-month period].

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. The Policyholder will be liable to the Company for the payment of all premiums due for the period this Policy remains in effect, however.

WAIVER OF PREMIUM. Premium will be administered as follows during any period for which benefits are payable.

- [1.] Premium payments are waived for an Insured Employee who is Disabled:
 - [a.] from [the first premium due date following/the first day of the Insurance Month coinciding with or next following/the next day following] the satisfaction of the Elimination Period;
 - [b.] until [the last day of the Insurance Month following/first day of the Insurance Month coinciding with or next following] the end of any period for which benefits are payable.
- [2.] If coverage is to be continued following a period during which premiums were waived, premium payments must be resumed as they become due.

PRIOR INSURANCE CREDIT UPON TRANSFER OF INSURANCE CARRIERS

To prevent loss of coverage for an Employee because of a transfer of insurance carriers, this Policy will provide Prior Insurance Credit for employees insured under the prior carrier's policy on its termination date as follows.

FAILURE TO BE ACTIVELY-AT-WORK DUE TO INJURY OR SICKNESS. Subject to premium payments, this Policy will provide coverage to an Employee:

1. who was insured by the prior carrier's policy at the time of transfer; and
2. who was not Actively-At-Work due to the Employee's Injury or Sickness on this Policy's Effective Date.

The coverage will be that provided by the prior carrier's policy, had it remained in force. The Company will pay:

1. the benefit that the prior carrier would have paid; minus
2. any amount for which the prior carrier is liable.

DISABILITY DUE TO A PRE-EXISTING CONDITION. Benefits may be payable for a Disability due to a Pre-Existing Condition for an Employee who:

1. was insured by the prior carrier's policy at the time of transfer; and
2. was Actively-At-Work and insured under this Policy on this Policy's Effective Date.

The benefits will be determined as follows:

1. The Company will apply this Policy's Pre-Existing Condition Exclusion. If the Insured Employee qualifies for benefits, such Insured Employee will be paid according to this Policy's benefit schedule.
2. If the Insured Employee cannot satisfy this Policy's Pre-Existing Condition Exclusion, but can satisfy the prior carrier's pre-existing condition exclusion giving consideration towards continuous time insured under both policies; then he or she will be paid in accord with the benefit schedule and all other terms, conditions and limitations of:
 - a. this Policy without applying the Pre-Existing Condition Exclusion; or
 - b. the prior carrier's policy;whichever is less.
3. If the Insured Employee cannot satisfy the Pre-Existing Condition Exclusion of this Policy or that of the prior carrier, no benefit will be paid.

REHABILITATION INCENTIVE BENEFIT

BENEFIT. The Company will pay a Rehabilitation Incentive Benefit to an Insured Employee who is Totally [or Partially] Disabled and who actively participates in a Rehabilitation Program approved by the Company. [The Rehabilitation Incentive Benefit will be payable for up to [12 months] per Disability.]

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

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

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

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

The Rehabilitation Incentive Benefit will cease on the earliest of:

1. the date the Total [or Partial] Disability Monthly Benefits would otherwise cease under this Policy;
2. the date the Insured Employee ceases participation in an approved Rehabilitation Program[; or
3. the date after the Company has paid [12 months] of Rehabilitation Incentive Benefits for the Insured Employee's current Disability].

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

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

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

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

1. within [30 days] after the signed Rehabilitation Program is received by the Company; or
2. as soon as reasonably possible after that.

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

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

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

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

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

POLICY AMENDMENT NO. 1

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

ISSUED TO: ABC Company

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

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

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

1. unable, as a result of the Insured Employee's Injury or Sickness, to perform one or more of the Main Duties of his or her Specialty in the Practice of Law on a full-time basis; and
2. engaged in Partial Disability Employment.

TOTAL DISABILITY or TOTALLY DISABLED means that during the Elimination Period and Maximum Benefit Period, an Insured Employee is unable to perform one or more of the Main Duties of his or her Specialty in the Practice of Law on a full-time basis as a result of the Insured Employee's Injury or Sickness.

"Specialty in the Practice of Law," means that specialty the Insured Employee is performing or practicing immediately prior to the date the Disability begins.

"Main Duties," as used in the definitions above, means the job tasks that:

1. the Insured Employee is normally and continuously performing [during the 12 consecutive months] immediately prior to the date the Disability begins; and
2. could not reasonably be modified or omitted.

The loss of a professional license, an occupational license, or certification, for any reason, does not, by itself, constitute a Disability.

This amendment takes effect [on July 1, 2012, or on the Insured Person's 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 Policy remains the same.

Policyholder

Signature & Title of Officer

**THE LINCOLN NATIONAL
LIFE INSURANCE COMPANY**



Signature of Officer

POLICY AMENDMENT NO. 1

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

ISSUED TO: ABC Company

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

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

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

1. unable, as a result of the Insured Employee's Injury or Sickness, to perform one or more of the Main Duties of his or her Specialty in the Practice of Medicine on a full-time basis; and
2. engaged in Partial Disability Employment.

TOTAL DISABILITY or TOTALLY DISABLED means that during the Elimination Period and Maximum Benefit Period, an Insured Employee is unable to perform one or more of the Main Duties of his or her Specialty in the Practice of Medicine on a full-time basis as a result of the Insured Employee's Injury or Sickness.

"Specialty in the Practice of Medicine" means the general specialty [or sub-specialty,] recognized by the American Board of Medical Specialties, in which the Insured Employee is practicing immediately prior to the date the Disability begins. [For a sub-specialty not recognized by the American Board of Medical Specialties, the Insured Employee will be considered practicing in the general specialty./ For a sub-specialty not recognized by the American Board of Medical Specialties, the Insured Employee will be considered practicing:

1. in the subspecialty as described in the U.S. Department of Labor Dictionary of Occupational Titles; or, if not described
2. in the general specialty.]

"Main Duties," as used in the definitions above, means the job tasks that:

1. the Insured Employee is normally and continuously performing [during the 12 consecutive months] immediately prior to the date the Disability begins; and
2. could not reasonably be modified or omitted.

The loss of a professional license, an occupational license, or certification, for any reason, does not, by itself, constitute a Disability.

This amendment takes effect [on July 1, 2012, or on the Insured Person's 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 Policy remains the same.

Policyholder

Signature & Title of Officer

**THE LINCOLN NATIONAL
LIFE INSURANCE COMPANY**



Signature of Officer

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

It also includes:

1. paid commissions [, not including renewal commissions,] averaged over the 12 months just prior to the Determination Date; or over the actual period of employment with the Employer just prior to that date, if shorter;
2. bonuses averaged over the 36 months just prior to the Determination Date; or over the actual period of employment with the Employer just prior to that date, if shorter;
3. overtime pay;
4. deductions for pre-tax contributions to a qualified Section 125 Plan or flexible spending account; and
5. deductions for pre-tax contributions to a qualified Section 401(k) Plan or deferred compensation plan.

It does **not** include [commissions, bonuses, overtime pay, or] any other extra compensation. It does not include income from a source other than the Employer. It will not exceed the amount shown in the Employer's financial records, the amount for which premium has been paid, or the Maximum Covered Monthly Earnings permitted by the Policy; whichever is less. (Maximum Covered Monthly Earnings equals the Maximum Monthly Benefit divided by the Benefit Percentage shown in the Schedule of Benefits.) [Exception: For purposes of determining the Partial Disability Monthly Benefit, Basic Monthly Earnings will not exceed the amount shown in the Employer's financial records.]

DEFINITIONS
(Continued)

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

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

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

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

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

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

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

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

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

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

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

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

DEFINITIONS (Continued)

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

1. is subject to, 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 leave policy; and
3. does not exceed the period approved by the Employer.

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

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

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

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

GAINFUL OCCUPATION means any occupation in which the Insured Employee:

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

INJURY means an accidental bodily Injury that:

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

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

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

INSURED [EMPLOYEE] means [an Employee] for whom Policy coverage is in effect.

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

1. are normally required to perform 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.]

DEFINITIONS (Continued)

Main Duties include those job tasks:

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

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

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

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

MILITARY LEAVE means a leave of absence that:

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

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

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

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

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

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

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

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

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

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

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

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

DEFINITIONS (Continued)

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

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

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

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

During Partial Disability Employment, his or her current earnings:

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

PAYROLL PERIOD means that period of time established by the Employer for payment of employee wages.

PHYSICIAN means:

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

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

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

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

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

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

PREDISABILITY INCOME—See Basic Monthly Earnings definition.

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

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

DEFINITIONS
(Continued)

REGULAR OCCUPATION—See Own Occupation or Regular Occupation definition.

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

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

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

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

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

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

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

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

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

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

SICKNESS means illness, pregnancy or disease.

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

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

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

The loss of a professional license, an occupational license or certification, [a pilot's license,] or a driver's license for any reason does **not**, by itself, constitute Total Disability.

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

PRIOR INSURANCE CREDIT UPON TRANSFER OF INSURANCE CARRIERS

To prevent loss of coverage for an Employee because of a transfer of insurance carriers, the Policy will provide Prior Insurance Credit for employees insured under the prior carrier's policy on its termination date as follows.

FAILURE TO BE ACTIVELY-AT-WORK DUE TO INJURY OR SICKNESS. Subject to premium payments, the Policy will provide coverage to an Employee:

1. who was insured by the prior carrier's policy at the time of transfer; and
2. who was not Actively-At-Work due to the Employee's Injury or Sickness on the Policy's Effective Date.

The coverage will be that provided by the prior carrier's policy, had it remained in force. The Company will pay:

1. the benefit that the prior carrier would have paid; minus
2. any amount for which the prior carrier is liable.

DISABILITY DUE TO A PRE-EXISTING CONDITION. Benefits may be payable for a Disability due to a Pre-Existing Condition for an Employee who:

1. was insured by the prior carrier's policy at the time of transfer; and
2. was Actively-At-Work and insured under the Policy on the Policy's Effective Date.

The benefits will be determined as follows:

1. The Company will apply the Policy's Pre-Existing Condition Exclusion. If the Insured Employee qualifies for benefits, such Insured Employee will be paid according to the Policy's benefit schedule.
2. If the Insured Employee cannot satisfy this Policy's Pre-Existing Condition Exclusion, but can satisfy the prior carrier's pre-existing condition exclusion giving consideration towards continuous time insured under both policies; then he or she will be paid in accord with the benefit schedule and all other terms, conditions and limitations of:
 - a. this Policy without applying the Pre-Existing Condition Exclusion; or
 - b. the prior carrier's policy;whichever is less.
3. If the Insured Employee cannot satisfy the Pre-Existing Condition Exclusion of this Policy or that of the prior carrier, no benefit will be paid.

REHABILITATION INCENTIVE BENEFIT

BENEFIT. The Company will pay a Rehabilitation Incentive Benefit to an Insured Employee who is Totally [or Partially] Disabled and who actively participates in a Rehabilitation Program approved by the Company. [The Rehabilitation Incentive Benefit will be payable for up to [12 months] per Disability.]

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

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

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

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

The Rehabilitation Incentive Benefit will cease on the earliest of:

1. the date the Total [or Partial] Disability Monthly Benefits would otherwise cease under the Policy;
2. the date the Insured Employee ceases participation in an approved Rehabilitation Program[; or
3. the date after the Company has paid [12 months] of Rehabilitation Incentive Benefits for the Insured Employee's current Disability].

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

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

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

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

1. within [30 days] after the signed Rehabilitation Program is received by the Company; or
2. as soon as reasonably possible after that.

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

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

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

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

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

CERTIFICATE AMENDMENT NO. 1

**TO BE ATTACHED TO AND MADE A PART OF THE CERTIFICATE FOR
GROUP POLICY NO.: 00-0000000**

ISSUED TO: ABC Company

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

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

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

1. unable, as a result of the Insured Employee's Injury or Sickness, to perform one or more of the Main Duties of his or her Specialty in the Practice of Law on a full-time basis; and
2. engaged in Partial Disability Employment.

TOTAL DISABILITY or TOTALLY DISABLED means that during the Elimination Period and Maximum Benefit Period, an Insured Employee is unable to perform one or more of the Main Duties of his or her Specialty in the Practice of Law on a full-time basis as a result of the Insured Employee's Injury or Sickness.

"Specialty in the Practice of Law," means that specialty the Insured Employee is performing or practicing immediately prior to the date the Disability begins.

"Main Duties," as used in the definitions above, means the job tasks that:

1. the Insured Employee is normally and continuously performing [during the 12 consecutive months] immediately prior to the date the Disability begins; and
2. could not reasonably be modified or omitted.

The loss of a professional license, an occupational license, or certification, for any reason, does not, by itself, constitute a Disability.

This amendment takes effect [on July 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



Signature of Officer

CERTIFICATE AMENDMENT NO. 1

**TO BE ATTACHED TO AND MADE A PART OF THE CERTIFICATE FOR
GROUP POLICY 00-000000**

ISSUED TO: ABC Company

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

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

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

1. unable, as a result of the Insured Employee's Injury or Sickness, to perform one or more of the Main Duties of his or her Specialty in the Practice of Medicine on a full-time basis; and
2. engaged in Partial Disability Employment.

TOTAL DISABILITY or TOTALLY DISABLED means that during the Elimination Period and Maximum Benefit Period, an Insured Employee is unable to perform one or more of the Main Duties of his or her Specialty in the Practice of Medicine on a full-time basis as a result of the Insured Employee's Injury or Sickness.

"Specialty in the Practice of Medicine" means the general specialty [or sub-specialty,] recognized by the American Board of Medical Specialties, in which the Insured Employee is practicing immediately prior to the date the Disability begins. [For a sub-specialty not recognized by the American Board of Medical Specialties, the Insured Employee will be considered practicing in the general specialty./ For a sub-specialty not recognized by the American Board of Medical Specialties, the Insured Employee will be considered practicing:

1. in the subspecialty as described in the U.S. Department of Labor Dictionary of Occupational Titles; or, if not described
2. in the general specialty.]

"Main Duties," as used in the definitions above, means the job tasks that:

1. the Insured Employee is normally and continuously performing [during the 12 consecutive months] immediately prior to the date the Disability begins; and
2. could not reasonably be modified or omitted.

The loss of a professional license, an occupational license, or certification, for any reason, does not, by itself, constitute a Disability.

This amendment takes effect [on July 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**



Signature of Officer

SERFF Tracking #:	JEPT-128519900	State Tracking #:		Company Tracking #:	GL3001-LTD-3 12
State:	Arkansas	Filing Company:	The Lincoln National Life Insurance Company		
TOI/Sub-TOI:	H11G Group Health - Disability Income/H11G.003 Long Term				
Product Name:	Group LTD				
Project Name/Number:	Lincoln 2012 LTD Enhancements/ GL3001-LTD-3 12/				

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification	Approved	07/26/2012
Comments:			
Attachment(s):			
07182012 Readability Certification.pdf			

		Item Status:	Status Date:
Bypassed - Item:	Application	Approved	07/26/2012
Bypass Reason:	Not applicable		
Comments:			

		Item Status:	Status Date:
Satisfied - Item:	Appendix of Variability	Approved	07/26/2012
Comments:			
Attachment(s):			
07182012 Statement of Variability.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Filing Certification	Approved	07/26/2012
Comments:			
Attachment(s):			
07182012 Certificate of Compliance.pdf			

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

READABILITY CERTIFICATION

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

<u>FORM NO.</u>	<u>FLESCH SCORE</u>
GL3001-LTD-3 12	51.0
GL3001-LTD-11 12	56.0
GL3001-LTD-18 12	54.0
GL3001-LTD-43-RIB 12	55.0
GL3001-AMEND.ATTY 12	54.0
GL3001-AMEND.PHYS 12	54.0
GL3002-CERT-2 12	51.0
GL3002-CERT-15 12	54.0
GL3002-CERT-41-RIB 12	55.0
GL3002-AMEND.ATTY 12	54.0
GL3002-AMEND.PHYS 12	54.0



(An Officer of the Company)
Deborah A. Turek
Assistant Vice President,
Product Compliance & State Filing

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

APPENDIX OF VARIABILITY

For Forms:

GL3001-LTD-3 12
GL3001-LTD-11 12
GL3001-LTD-43-RIB 12
GL3001-AMEND.ATTY 12
GL3001-AMEND.PHYS 12

GL3002-CERT-2 12
GL3002-CERT-41-RIB 12
GL3002-AMEND.ATTY 12
GL3002-AMEND.PHYS 12

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

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

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I. DEFINITIONS. Forms GL3001-LTD-3 12 and GL3002-CERT-2 12 include the following variability.

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 Policyholder/Employer/Participating Employer/specified entity or affiliate.
 - ii. an alternate work site approved by the 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 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:

- (1) is in good standing with the Policyholder/Employer/Participating Employer/Participating Organization;
- (2) is not confined in a hospital or other health care facility on his or her eligibility date/effective date of coverage;
- (3) has accumulated at least [240] contribution hours in a contribution quarter/ or hour bank;
- (4) has worked [240] hours in a work quarter/ work period/ eligibility quarter/ or eligibility period;
- (5) 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 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 Benefits and performing all Main Duties of his or her Own Occupation [at a 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 Policyholder business location.

The Lincoln National Life Insurance Company

- 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.

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 [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 Benefits; 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 definitions of **ANNUAL SALARY** and **BASIC MONTHLY EARNINGS** or **PREDISABILITY INCOME** 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. Bracketed Group Insurance Service Office address is variable in the definition of **COMPANY** in the event it needs to be updated.
- E. The bracketed "or Partial Disability" in the definition of **DISABLED** or **DISABILITY** is variable so it may be omitted if only Total Disability is included.
- F. We request variability in the definition of **ELIMINATION PERIOD** as follows:
1. The bracketed items under the definition of **ELIMINATION PERIOD** are variable so that they may be included or omitted, except as described herein. The underlined references to any number or the Schedule of Benefit are to be filed as variable.
 2. The bracketed phrases "for Class 1" and "for Class 2" may be omitted or included so the definition can be uniform or differ by class with the underlined Class and number to be filed as variable so it may be adjusted accordingly to reflect the class description or different class number.
 3. The bracketed term, "Total," may be omitted so that all Disability days will count under residual Partial Disability plans or included so only Total Disability days will count under non-residual Partial Disability plans.

The Lincoln National Life Insurance Company

4. The bracketed phrase, "or first day of Physician's care, if later," may be omitted but not reworded.
 5. Item (1) may be included if the required number of days can accumulate over a period twice that duration; whereas, item (2) may be included if the required number of days can be gapped by a brief return to work (usually 14 days).
- G. In the definition of **EMPLOYEE** or **FULL-TIME EMPLOYEE**, the following variability applies.
1. Clarification may be added to specify if a Partner or Owner or specific type of professional is also to be included.
 2. 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 Benefits. The "per week" may be changed to reflect some other basis as required for an hours bank, academic schedule, or an atypical work schedule (i.e. health professionals). The hours may be reflected as per week, biweekly, month, semi-monthly, quarter, year, pay period, service period, qualifying quarter or period, semester or some other specified period as provided by the policyholder.
 4. The definition may be revised to include Regular Part-Time Employees, Associates, or Members, as applicable.
 5. The temporary or seasonal employee item may also include contracted employees. The item may be omitted if the group does not employ such employees or may be omitted if such employees are 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.
- H. **EMPLOYER** definition is variable, so that case-specific information can be substituted, or it may be omitted.
- I. The **EVIDENCE OF INSURABILITY** definition may be omitted if not applicable. The bracketed sentence within the definition may be omitted or one of the following phrases 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".
- J. 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.
- K. The definition of **FULL-TIME** is variable so that the bracketed time period of a "month" may be substituted with case-specific information. The bracketed sentence may be omitted. If included, the number of hours may be substituted with case-specific information. In addition, this definition can be omitted in its entirety in the event Partial Disability Benefits are not included.
- L. The inclusion of the definition of **GAINFUL OCCUPATION** will be determined by the benefit structure elected by the policyholder. The bracketed percentage is variable to range from 50% to 80%; the bracketed number of months may range from 6 months to 24 months.
- M. 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 day or ends on a date other than the last day of the month.
- N. In the definition of **INSURED EMPLOYEE**, the term "Employee" is variable to accommodate case-specific information and to correspond with a definition used in place of "Employee." If, for example, Employee is replaced with Person, then "Insured Employee" would be changed to "Insured Person means a person for whom Policy coverage is in effect."

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- O. In the **MAIN DUTIES** definition, the bracketed paragraph (concerning the Americans with Disabilities Act) may be omitted for a group that is not subject to that federal law.
- P. The **MILITARY LEAVE** definition may be omitted if the group/class of insureds 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 named to which the definition applies.
- Q. The bracketed "or Partial Disability" in the definition of **MONTHLY BENEFIT** is variable so it may be omitted if only Total Disability is included.
- R. 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 Benefits; 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.
- S. Under **OWN OCCUPATION PERIOD**, the bracketed material may be replaced with information normally placed on the Schedule of Benefits.
- T. The **PAYROLL PERIOD** definition is bracketed so that it may be included or omitted.
- U. 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.
- V. The **PARTIALLY DISABLED or PARTIAL DISABILITY** definition may be omitted in its entirety if only Total Disability Benefits are to be provided. The bracketed term "Gainful Occupation" in item (2) of the definition will be included for cost containment plans; the bracketed "occupation which his or her training, education or experience will reasonably allow" will be included for standard or higher-option plans.
- W. 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.
- X. 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.
- Y. 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.
- Z. 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.
- AA. The **TOTAL COVERED PAYROLL** definition may be omitted when premium is on some other basis than the group's total covered payroll.
- BB. Under the definition of **TOTAL DISABILITY or TOTALLY DISABLED**, the bracketed term "Gainful Occupation" in item (2) of the definition will be included for cost containment plans; the bracketed "occupation which his or her training, education or experience will reasonably allow" will be included for standard or higher-option plans. The bracketed "a pilot's license" may be included if applicable.

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CC. 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 [Policyholder/Employer/Participating Employer/specified entity or affiliate] before he or she becomes eligible to enroll for coverage under the Policy."

II. PREMIUMS AND PREMIUM RATES. Form GL3001-LTD-11 12 includes the following variability.

- A. In the **PREMIUM RATE CHANGE** section, we request the following variability.
 - 1. In item (3), the bracketed text may be omitted in whole or in part. When a portion of item 3 is omitted, the section letters will then be modified accordingly.
 - 2. In item (5), the bracketed enrollment fluctuation is to be filed as variable (15% - 100%).
 - 3. In item (6), the bracketed "first" in reference to the anniversary may be changed to reflect the appropriate applicable anniversary in which the rates will change.
 - 4. In the last sentence of this section, the bracketed notice period for a rate-up may be increased (31 - 120 days).
- B. In the **MONTHLY PREMIUM AMOUNT** section, we request variable filing of the following.
 - 1. The bracketed text in the first sentence of this section may reflect either "Total Covered Payroll" or "amount of benefit."
 - 2. The bracketed limit on premium refunds is to be filed as variable with a range of 12 to 60 months or so it may read "current calendar year," "current policy year," "prior calendar year," or "prior policy year."
- C. In the **GRACE PERIOD** section, we request the bracketed grace period to be filed as variable (31 - 91 days).
- D. In the **WAIVER OF PREMIUM** section, the following variability is requested.
 - 1. The bracketed durations listed in item (1) are filed as variable to reflect when the waiver begins and ends to coincide with a group's billing cycle.
 - 2. The bracketed item (2) may be omitted if not applicable to a group.

III. REHABILITATION INCENTIVE BENEFIT. Forms GL3001-LTD-43-RIB 12 and GL3002-CERT-41-RIB 12 provide a benefit to an insured person who is disabled and actively participates in an approved rehabilitation program. We request the following variability.

- A. In the **BENEFIT** section, the following variability applies.
 - 1. The bracketed "or Partially" in reference to Partially Disabled may be omitted when coverage is only provided for Total Disability.
 - 2. The bracketed sentence regarding the duration of the benefit is variable with a range of 6 to 24 months or the sentence may be omitted in its entirety for an unlimited benefit duration.
- B. In the **AMOUNT** section, the bracketed phrase referencing Other Income Benefits may be omitted.
- C. Under the **DURATION** section, we request the following variability.
 - 1. In item (1) of the second paragraph, the bracketed reference to "or Partial" Disability may be omitted if only Total Disability applies.
 - 2. Item (3) may be included if there is a duration period for the benefit. The duration will coincide with the time period reflected in the variability for the Benefit section with a range of 6 to 24 months.
- D. In the **PROOF** section, the following variability applies.
 - 1. In item (1), the number of days for an insured to provide proof of participation in a Rehabilitation Program may range from 30-60 days.
 - 2. The bracketed "Group Insurance Service Office" is variable so requests can be directed elsewhere when other claims processing arrangements have been made.

IV. AMENDMENTS.

- A. Amendment forms GL3001-AMEND.ATTY 12 and GL3002-AMEND.ATTY 12 liberalize the Disability definitions for attorneys, applying an "Own Specialty" definition. We request the following variability.
 - 1. The case-specific information: amendment number, group policy number, policyholder name, plan, class, Participating Employer.

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2. The bracketed references to Partial Disability or Partially Disabled may be omitted for plans that include only Total Disability. Accordingly, the word "definition" used in the first paragraph may be plural, as appropriate.
 3. The definition of **PARTIAL DISABILITY** or **PARTIALLY DISABLED** is bracketed so that it may be omitted for plans that include only Total Disability.
 4. In the definition of "Main Duties," the phrase "during the 12 consecutive months" is bracketed as variable so it may be omitted or reflect a specific timeframe as agreed upon by an underwriter.
 5. The bracketed effective date is variable to reflect the date applicable to the group.
 6. In GL3001-AMEND.ATTY 12, the policyholder signature block is bracketed so that it may be dropped out when used with new issues or included when used with inforce groups that require a bilateral amendment.
 7. The company officer's signature block is variable so that a new officer signature may be used as needed.
- B. Amendment forms GL3001-AMEND.PHYS 12 and GL3002-AMEND.PHYS 12 liberalize the Disability definitions for physicians or nurses, applying an "Own Specialty" definition. We request variability as follows:
1. The case-specific information: amendment number, group policy number, policyholder name, plan, class, Participating Employer.
 2. The bracketed references to Partial Disability or Partially Disabled may be omitted for plans that include only Total Disability. Accordingly, the word "definition" used in the first paragraph may be plural, as appropriate.
 3. The bracketed references at the end of the first paragraph to "physicians" and "nurses" are included so that this benefit may be made available to nurses, in addition to physicians, if requested and agreed upon by an underwriter.
 4. The definition of **PARTIAL DISABILITY** or **PARTIALLY DISABLED** is bracketed so that it may be omitted for plans that include only Total Disability.
 5. The definition of "Specialty in the Practice of Medicine includes the bracketed phrase "or sub-specialty," that may be removed if not applicable. If sub-specialty is included, then the bracketed language at the end of the definition may be included and one of the two options may be used.
 6. In the definition of "Main Duties," the phrase "during the 12 consecutive months" is bracketed as variable so it may be omitted or reflect a specific timeframe as agreed upon by an underwriter.
 7. The bracketed effective date is variable to reflect the date applicable to the group.
 8. In GL3001-AMEND.PHYS 12, the policyholder signature block is bracketed so that it may be dropped out when used with new issues or included when used with inforce groups that require a bilateral amendment.
 9. The company officer's signature block is variable so that a new officer signature may be used as needed.

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

Insurer: The Lincoln National Life Insurance Company

Filing Reference: 2012 Product Enhancements -- LTD Incremental Disability/Specialty Worksite

Form Number(s):

Policy Form	Certificate Form	Description
GL3001-LTD-3 12	GL3002-CERT-2 12	Definitions
GL3001-LTD-11 12	N/A	Premiums and Premium Rates
GL3001-LTD-18 12	GL3002-CERT-15 12	Prior Insurance Credit Upon Transfer of Insurance Carriers
GL3001-LTD-43-RIB 12	GL3002-CERT-41-RIB 12	Rehabilitation Incentive Benefit
GL3001-AMEND.ATTY 12	GL3002-AMEND.ATTY 12	Amendment- Attorney
GL3001-AMEND-PHYS 12	GL3002-AMEND.PHYS 12	Amendment-Physician

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

July 18, 2012

Date