

**CommonSpirit Health**  
**January 1, 2025**



**DISCLAIMER**

**Sponsor:** CommonSpirit Health

**Policy Number(s):** GF3-890-LF0112-05

**Date Provided:** February 20, 2025

The following certificate(s) are a true copy of the certificate(s) issued under the policy(ies).

**THE LINCOLN NATIONAL LIFE INSURANCE COMPANY**

**CommonSpirit Health**





**The Lincoln National Life Insurance Company**  
A Stock Company  
Home Office Location: 1301 S. Harrison Street, Fort  
Wayne, IN 46802-3425  
(800) 423-2765 Online: [www.LincolnFinancial.com](http://www.LincolnFinancial.com)

## **CERTIFICATE OF COVERAGE**

The Lincoln National Life Insurance Company welcomes your employer as a client.

**Sponsor:** CommonSpirit Health

**Plan Number:** GF3-890-LF0112-05

**Effective Date:** January 1, 2025

When this plan refers to "you" or "your" it means the Employee insured under this plan. This is your Disability Income certificate of coverage as long as you are eligible for insurance and remain insured.

A few words about this certificate of coverage...

It is written in plain English. A few terms and provisions are written as required by insurance law. **PLEASE READ IT CAREFULLY.** If you have any questions about any terms and provisions, please contact the Insurance Administrator at your work location or write to Lincoln. Lincoln will assist you in any way we can to help you understand your benefits.

Also, if the terms of your certificate of coverage and the policy differ, the policy will govern. Your coverage may be terminated or modified in whole or in part under the terms and provisions of the policy.

A handwritten signature in black ink that reads "Ellen Cooper".

PRESIDENT

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## **SECTION 1 - SCHEDULE OF BENEFITS**

### **ELIGIBILITY REQUIREMENTS FOR INSURANCE BENEFITS**

#### **What is the Minimum Hourly Requirement?**

Employees working a minimum of 40 regularly scheduled hours per week

#### **Who is Eligible for Long Term Disability Benefits?**

Class 11: All Employees of Sisters of Charity located at Nazareth and Sisters of Charity of Pittsburgh

**Note:** This policy does not cover the following Employees: Temporary and Seasonal Employees, and Employees who are not legal residents working in the United States.

#### **What is the Eligibility Waiting Period?**

1. If you are employed by the Sponsor on the plan effective date -  
First of the month following 90 days of continuous, Active Employment
2. If you begin employment for the Sponsor after the plan effective date -  
First of the month following 90 days of continuous, Active Employment

#### **Are Employee Contributions Required?**

No

## SECTION 1 - SCHEDULE OF BENEFITS

(Continued)

### LONG TERM DISABILITY COVERAGE

#### What is the Elimination Period?

The greater of:

- a. the end of your Short Term Disability Benefits; or
- b. 90 days.

#### What is the Amount of Insurance Benefits?

60.00% of Basic Monthly Earnings not to exceed a Maximum Monthly Benefit of \$10,000.00 less Other Income Benefits and Other Income Earnings as outlined in Section 4.

What is the Maximum Basic Monthly Earnings on which the Benefit is Based? \$16,666.67

#### What is the Own Occupation Duration?

24 Month Own Occupation



## SECTION 1 - SCHEDULE OF BENEFITS

(Continued)

### LONG TERM DISABILITY COVERAGE (Continued)

#### What is the Minimum Monthly Benefit?

The Minimum Monthly Benefit is \$100.00 or 10.00% of your Gross Monthly Benefit, whichever is greater.

#### What is the Maximum Benefit Period?

<u>Age at Disability</u>	<u>Maximum Benefit Period</u>
Less than age 60	To age 65 (but not less than 5 years)
60	60 months
61	48 months
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and over	12 months

## SECTION 2 - DEFINITIONS

In this section Lincoln defines some basic terms needed to understand this plan.

**"Active Employment"** means you must be actively at work for the Sponsor:

1. on a full-time basis and paid regular earnings;
2. for at least the minimum number of hours shown in the Schedule of Benefits; and either perform such work:
  - a. at the Sponsor's usual place of business; or
  - b. at a location to which the Sponsor's business requires you to travel.

You will be considered actively at work if you were actually at work on the day immediately preceding:

1. a weekend (except where one or both of these days are scheduled work days);
2. holidays (except when the holiday is a scheduled work day);
3. paid vacations;
4. any non-scheduled work day;
5. an excused leave of absence (except medical leave for your own disabling condition and lay-off); and
6. an emergency leave of absence (except emergency medical leave for your own disabling condition).

**"Administrative Office"** The Lincoln National Life Insurance Company, 100 Liberty Way, Suite 100, Dover, NH 03820-4695.

## SECTION 2 - DEFINITIONS

(Continued)

**"Any Occupation"** means any occupation that you are or become reasonably fitted by training, education, experience, age, physical and mental capacity.

**"Appropriate Available Treatment"** means care or services which are:

1. generally acknowledged by Physicians to cure, correct, limit, treat or manage the disabling condition;
2. accessible within your geographical region;
3. provided by a Physician who is licensed and qualified in a discipline suitable to treat the disabling Injury or Sickness;
4. in accordance with generally accepted medical standards of practice.

**"Basic Monthly Earnings"** means your monthly rate of earnings from the Sponsor in effect immediately prior to the date Disability or Partial Disability begins. However, such earnings will not include bonuses, commissions, overtime pay and extra compensation.

**"Consumer Price Index"** means the government publication "The Consumer Price Index for Urban Wage Earners and Clerical Workers" provided monthly by the U.S. Department of Labor, or its successor or in the event of no successor a similar Index of comparable purpose chosen by Lincoln.

## SECTION 2 - DEFINITIONS

(Continued)

**"Disability" or "Disabled"** means:

1. For persons other than pilots, co-pilots, and crewmembers of an aircraft:

i. that during the Elimination Period and the next 24 months of Disability you, as a result of Injury or Sickness, are unable to perform the Material and Substantial Duties of your Own Occupation; and

ii. thereafter, you are unable to perform, with reasonable continuity, the Material and Substantial Duties of Any Occupation.

2. With respect to Covered Persons employed as pilots, co-pilots and crewmembers of an aircraft:

as of a result of Injury or Sickness you are unable to perform the Material and Substantial Duties of Any Occupation.

**"Disability Benefits under a Retirement Plan"** means money which:

1. is payable under a Retirement Plan due to Disability as defined in that plan; and
2. does not reduce the amount of money which would have been paid as retirement benefits at the normal retirement age under the plan if the Disability had not occurred. (If the payment does cause such a reduction, it will be deemed a Retirement Benefit as defined in this plan.)

## SECTION 2 - DEFINITIONS

(Continued)

**"Eligibility Date"** means the date you become eligible for insurance under this plan. The Eligibility Requirements are shown in the Schedule of Benefits.

**"Eligible Survivor"** means your spouse or partner in a civil union, if living, otherwise your children under age 25.

**"Eligibility Waiting Period"** means the continuous length of time you must be in Active Employment in an eligible class to reach your Eligibility Date.

**"Elimination Period"** means a period of consecutive days of Disability or Partial Disability for which no benefit is payable. The Elimination Period is shown in the Schedule of Benefits and begins on the first day of Disability.

If you return to work for any thirty or fewer days during the Elimination Period and cannot continue, Lincoln will count only those days you are Disabled or Partially Disabled to satisfy the Elimination Period.

**"Employee"** means a person in Active Employment with the Sponsor.

**"Enrollment Form"** is the document completed by you, if required, when enrolling for coverage. This form must be satisfactory to Lincoln.

## SECTION 2 - DEFINITIONS

(Continued)

**"Extended Treatment Plan"** means continued care that is consistent with the American Psychiatric Association's standard principles of Treatment, and is in lieu of confinement in a Hospital or Institution. It must be approved in writing by a Physician.

**"Family and Medical Leave"** means a leave of absence for the birth, adoption or foster care of a child, or for the care of your child, spouse or parent or for your own serious health condition as those terms are defined by the Federal Family and Medical Leave Act of 1993 (FMLA) and any amendments, or by applicable state law.

**"Gross Monthly Benefit"** means your Monthly Benefit before any reduction for Other Income Benefits and Other Income Earnings.

**"Hospital"** or **"Institution"** means a facility licensed to provide Treatment for the condition causing your Disability.

## SECTION 2 - DEFINITIONS

(Continued)

**"Indexed Basic Monthly Earnings"** means your Basic Monthly Earnings in effect just prior to the date Disability or Partial Disability began adjusted on the first anniversary of benefit payments and each anniversary thereafter.

**"Initial Enrollment Period"** means one of the following periods during which you may first enroll for coverage under this plan:

1. if you are eligible for insurance on the plan effective date, a period before the plan effective date set by the Sponsor and Lincoln.
2. if you become eligible for insurance after the plan effective date, the period which ends 31 days after your Eligibility Date.

**"Injury"** means bodily impairment resulting directly from an accident and independently of all other causes. For the purpose of determining benefits under this plan:

1. any Disability which begins more than 60 days after an Injury will be considered a Sickness; and
2. any Injury which occurs before you are covered under this plan, but which accounts for a medical condition that arises while you are covered under this plan will be treated as a Sickness.

**"Last Monthly Benefit"** means the gross Monthly Benefit payable to you prior to your death without any reduction for earnings received from employment.

**"Material and Substantial Duties"** means responsibilities that are normally required to perform your Own Occupation, or any other occupation, and cannot be reasonably eliminated or modified.

## SECTION 2 - DEFINITIONS

(Continued)

**"Mental Illness"** means a psychiatric or psychological condition classified as such in the most current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) regardless of the underlying cause of the Mental Illness. If the DSM is discontinued, Lincoln will use the replacement chosen or published by the American Psychiatric Association.

**"Monthly Benefit"** means the monthly amount payable by Lincoln to you if you are Disabled or Partially Disabled.

**"Non-Verifiable Symptoms"** means your subjective complaints to a Physician which cannot be diagnosed using tests, procedures or clinical examinations typically accepted in the practice of medicine. Such symptoms may include, but are not limited to, dizziness, fatigue, headache, loss of energy, numbness, pain, ringing in the ear, and stiffness.

**"Own Occupation"** for Covered Persons employed by the Sponsor as physicians, means your general or specialty practice for which you are certified by the American Board of Medical Specialties, and in which you were practicing when your Disability or Partial Disability began. If the specialty in which you were practicing is not recognized by the American Board of Medical Specialties, Lincoln will consider you to be practicing in the general specialty category.



## SECTION 2 - DEFINITIONS

(Continued)

**"Physician"** means a person who:

1. is licensed to practice medicine and is practicing within the terms of his license; or
2. is a licensed practitioner of the healing arts in a category specifically favored under the health insurance laws of the state where the Treatment is received and is practicing within the terms of his license.

It does not include you, any family member or domestic partner.

## SECTION 2 - DEFINITIONS

(Continued)

**"Proof"** means the evidence in support of a claim for benefits and includes, but is not limited to, the following:

1. a claim form completed and signed (or otherwise formally submitted) by you claiming benefits;
2. an attending Physician's statement completed and signed (or otherwise formally submitted) by your attending Physician; and
3. the provision by the attending Physician of standard diagnosis, chart notes, lab findings, test results, x-rays and/or other forms of objective medical evidence in support of a claim for benefits.

Proof must be submitted in a form or format satisfactory to Lincoln.

**"Regular Attendance"** means your personal visits to a Physician which are medically necessary according to generally accepted medical standards to effectively manage and treat your Disability or Partial Disability.

**"Retirement Benefit under a Retirement Plan"** means money which:

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

## SECTION 2 - DEFINITIONS

(Continued)

**"Retirement Plan"** means a plan which provides retirement benefits to you and which is not funded wholly by your contributions. The term shall not include a profit-sharing plan, informal salary continuation plan, registered retirement savings plan, stock ownership plan, 401(K) or a non-qualified plan of deferred compensation.

**"Schedule of Benefits"** means the section of this policy which shows, among other things, the Eligibility Requirements, Eligibility Waiting Period, Elimination Period, Amount of Insurance, Minimum Benefit, and Maximum Benefit Period.

**"Sickness"** means illness, disease, pregnancy or complications of pregnancy.

**"Sponsor"** means the entity to whom this policy is issued.

**"Sponsor's Retirement Plan"** is deemed to include any Retirement Plan:

1. which is part of any Federal, State, Municipal or Association retirement system; or
2. for which you are eligible as a result of employment with the Sponsor.

**"Substance Abuse"** means alcohol and/or drug abuse, addiction or dependency.

**"Treatment"** means consulting, receiving care or services provided by or under the direction of a Physician including diagnostic measures, being prescribed drugs and/or medicines, whether you choose to take them or not, and taking drugs and/or medicines.

## **SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES**

### **Who is Eligible for Coverage?**

The eligibility requirements for insurance benefits are shown in the Schedule of Benefits.

### **What is Your Eligibility Date for Insurance Benefits?**

If you are in an eligible class you will qualify for insurance on the later of:

1. this plan's effective date; or
2. the day after you complete the Eligibility Waiting Period shown in the Schedule of Benefits.

### **SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES**

(Continued)

#### **What is Your Effective Date of Insurance?**

Your insurance will be effective at 12:01 A.M. Standard Time in the governing jurisdiction on the day determined as follows, but only if your application or enrollment for insurance is made with Lincoln through the Sponsor in a form or format satisfactory to Lincoln.

You will be insured on your Eligibility Date.

#### **When will Your Effective Date of Insurance be Delayed?**

Your effective date of any initial, increased or additional insurance will be delayed if you are not in Active Employment because of Injury or Sickness. The initial, increased or additional insurance will begin on the date you return to Active Employment.

## **SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES**

(Continued)

### **What Happens to Your Coverage During a Family and Medical Leave?**

Your coverage may be continued under this plan for an approved family or medical leave of absence for up to 12 weeks following the date coverage would have terminated, subject to the following:

1. the authorized leave is in writing;
2. the required premium is paid;
3. your benefit level, or the amount of earnings upon which your benefit may be based, will be that in effect on the date before the leave begins; and
4. continuation of coverage will cease immediately if any one of the following events should occur:
  - a. you return to work;
  - b. this plan terminates;
  - c. you are no longer in an eligible class;
  - d. nonpayment of premium when due by the Sponsor or you;
  - e. your employment terminates.

### **What Happens if You are Rehired?**

If you are a former Employee and are re-hired by the Sponsor within 12 months of your termination date, all past periods of Active Employment with the Sponsor will be used in determining your Eligibility Date. If you are a former Employee and are re-hired by the Sponsor more than 12 months after your termination date, you are considered to be a new Employee when determining your Eligibility Date.

## **SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES**

(Continued)

### **What Happens During Leave of Absence?**

The Sponsor may continue your coverage(s) by paying the required premiums, if you are given a leave of absence.

Your coverage will not continue beyond the end of the month following 6 months from when the leave of absence begins. In continuing such coverage under this provision, the Sponsor agrees to treat all covered Employees equally.

### **What Happens During Lay-off?**

The Sponsor may continue your coverage(s) by paying the required premiums, if you are temporarily laid off.

Your coverage will not continue beyond the end of the month following the month in which layoff begins. In continuing such coverage under this provision, the Sponsor agrees to treat all covered Employees equally.

## **SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES**

(Continued)

### **What Happens if There is a Transfer of Insurance Carriers?**

In order to prevent loss of coverage for you because of transfer of insurance carriers, this plan will provide coverage for you as follows:

#### **If You are not in Active Employment Due to Injury or Sickness**

Subject to premium payments, this plan will cover you if:

1. at the time of transfer you were covered under the prior carrier's plan; and
2. you are not in Active Employment due to Injury or Sickness on the effective date of this plan.

Benefits will be determined based on the lesser of:

1. the amount of the Disability benefit that would have been payable under the prior plan and subject to any applicable plan limitations; or
2. the amount of Disability benefits payable under this plan. If benefits are payable under the prior plan for the Disability, no benefits are payable under this plan.

#### **If You are Disabled Due to a Pre-Existing Condition**

If you were insured under the prior carrier's plan at the time of transfer and were in Active Employment and insured under this plan on its effective date, benefits may be payable for a Disability due to a Pre-Existing Condition.

If you can satisfy this plan's Pre-Existing Condition Exclusion, the benefit will be determined according to this plan.

If you cannot satisfy this plan's Pre-Existing Condition Exclusion, then:

1. Lincoln will apply the Pre-Existing Condition Exclusion of the prior carrier's plan; and
2. if you would have satisfied the prior carrier's pre-existing condition exclusion, giving consideration towards continuous time coverage under this plan and the prior carrier's plan, the benefit will be determined according to this plan. However, the Maximum Monthly Benefit amount payable under this plan shall not exceed the maximum monthly benefit payable under the prior carrier's plan.

No benefit will be paid if you cannot satisfy the Pre-Existing Condition Exclusions of either plan.



## **SECTION 4 - DISABILITY INCOME BENEFITS**

### **LONG TERM DISABILITY COVERAGE**

#### **Disability Benefit**

#### **When is Your Disability Benefit Payable?**

When Lincoln receives Proof that you are Disabled due to Injury or Sickness and require the Regular Attendance of a Physician, Lincoln will pay you a Monthly Benefit after the end of the Elimination Period, subject to any other provisions of this plan. The benefit will be paid for the period of Disability if you give to Lincoln Proof of continued:

1. Disability;
2. Regular Attendance of a Physician; and
3. Appropriate Available Treatment.

The Proof must be given upon Lincoln's request and at your expense. In determining whether you are Disabled, Lincoln will not consider employment factors including, but not limited to, interpersonal conflict in the workplace, recession, job obsolescence, paycuts, job sharing and loss of a professional or occupational license or certification.

For purposes of determining Disability, the Injury must occur and Disability must begin while you are insured for this coverage.

The Monthly Benefit will not:

1. exceed your Amount of Insurance; or
2. be paid for longer than the Maximum Benefit Period.

The Amount of Insurance and the Maximum Benefit Period are shown in the Schedule of Benefits.

#### **How is Your Amount of Disability Monthly Benefit Figured?**

To figure the amount of your Monthly Benefit:

1. Take the lesser of:
  - a. your Basic Monthly Earnings multiplied by the benefit percentage shown in the Schedule of Benefits; or
  - b. the Maximum Monthly Benefit shown in the Schedule of Benefits; and then
2. Deduct Other Income Benefits and Other Income Earnings, (shown in the Other Income Benefits and Other Income Earnings provision of this policy), from this amount.

The Monthly Benefit payable will not be less than the Minimum Monthly Benefit shown in the Schedule of Benefits. However, if an overpayment is due to Lincoln, the Minimum Monthly Benefit otherwise payable under this provision will be applied toward satisfying the overpayment.

## **SECTION 4 - DISABILITY INCOME BENEFITS**

(Continued)

### **LONG TERM DISABILITY COVERAGE (Continued)**

#### **Partial Disability**

##### **When is Your Partial Disability Benefit Payable?**

When Lincoln receives Proof that you are Partially Disabled and have experienced a loss of earnings due to Injury or Sickness and require the Regular Attendance of a Physician, you may be eligible to receive a Monthly Benefit, subject to any other provisions of this plan. To be eligible to receive Partial Disability benefits, you may be employed in your Own Occupation or another occupation, must satisfy the Elimination Period and must be earning between 20.00% and 80.00% of your Basic Monthly Earnings.

A Monthly Benefit will be paid for the period of Partial Disability if you give to Lincoln Proof of continued:

1. Partial Disability;
2. Regular Attendance of a Physician; and
3. Appropriate Available Treatment.

The Proof must be given upon Lincoln's request and at your expense. In determining whether you are Partially Disabled, Lincoln will not consider employment factors including, but not limited to, interpersonal conflict in the workplace, recession, job obsolescence, paycuts, job sharing and loss of a professional or occupational license or certification.

For purposes of determining Partial Disability, the Injury must occur and Partial Disability must begin while you are insured for this coverage.

##### **How is Your Loss of Earnings Partial Disability Benefit Figured using the Proportionate Loss with Work Incentive Monthly Calculation?**

For the first 12 Months, the work incentive benefit will be an amount equal to your Basic Monthly Earnings multiplied by the benefit percentage shown in the Schedule of Benefits, without any reductions from earnings. The work incentive benefit will only be reduced, if the Monthly Benefit payable plus any earnings exceed 100% of your Basic Monthly Earnings. If the combined total is more, the Monthly Benefit will be reduced by the excess amount so that the Monthly Benefit plus your earnings does not exceed 100% of your Basic Monthly Earnings.

Thereafter, to figure the amount of Monthly Benefit the formula (A divided by B) x C will be used.

- A = Your Basic Monthly Earnings minus your earnings received while you are Partially Disabled. This figure represents the amount of lost earnings.
- B = Your Basic Monthly Earnings.
- C = The Monthly Benefit as figured in the Disability provision of this plan plus your earnings received while you are Partially Disabled, (but, not including adjustments under the Cost of Living Adjustment Benefit, if included).

## **SECTION 4 - DISABILITY INCOME BENEFITS**

(Continued)

### **LONG TERM DISABILITY COVERAGE (Continued)**

#### **Partial Disability (Continued)**

#### **How is Your Loss of Earnings Partial Disability Benefit Figured using the Proportionate Loss with Work Incentive Monthly Calculation (Continued)**

On the first anniversary of benefit payments and each anniversary thereafter, for the purpose of calculating the benefit, the term "Basic Monthly Earnings" is:

1. replaced by "Indexed Basic Monthly Earnings"; and
2. increased annually by 7.00%, or the current annual percentage increase in the Consumer Price Index, whichever is less.

The Monthly Benefit payable will not be less than the Minimum Monthly Benefit shown in the Schedule of Benefits. However, if an overpayment is due to Lincoln, the Minimum Monthly Benefit otherwise payable under this provision will be applied toward satisfying the overpayment.

## **SECTION 4 - DISABILITY INCOME BENEFITS**

(Continued)

### **LONG TERM DISABILITY COVERAGE (Continued)**

#### **Mental Illness, Substance Abuse and/or Non-Verifiable Symptoms Limitation**

##### **What Limitations will Apply for Mental Illness and/or Substance Abuse and/or Non-Verifiable Symptoms?**

The benefit for Disability due to Mental Illness and/or Substance Abuse and/or Non-Verifiable Symptoms will not exceed a combined period of 12 months of Monthly Benefit payments while you are insured under this plan.

If you are in a Hospital or Institution for Mental Illness and/or Substance Abuse at the end of the combined period of 12 months, the Monthly Benefit will be paid during the confinement.

If you are not confined in a Hospital or Institution for Mental Illness and/or Substance Abuse, but are fully participating in an Extended Treatment Plan for the condition that caused Disability, the Monthly Benefit will be payable to you for up to a combined period of 36 months.

In no event will the Monthly Benefit be payable beyond the Maximum Benefit Period shown in the Schedule of Benefits.

## **SECTION 4 - DISABILITY INCOME BENEFITS**

(Continued)

### **LONG TERM DISABILITY COVERAGE (Continued)**

#### **Rehabilitation Incentive Benefit**

##### **When is Your Rehabilitation Incentive Benefit Payable?**

Lincoln will pay an increased Monthly Benefit while you are fully participating in a Rehabilitation Program. Lincoln must first approve the Rehabilitation Program in writing before you can be considered for this benefit. If Lincoln does not approve a Rehabilitation Program, the regular Disability benefit will be payable provided you are Disabled under the terms of this plan. To be eligible for a Rehabilitation Incentive Benefit, you must:

1. be Disabled and receiving benefits under this plan; and
2. be fully participating in a Rehabilitation Program approved by Lincoln.

##### **What is Your Increased Monthly Benefit?**

If you are eligible for a Rehabilitation Incentive Benefit, the benefit percentage, shown in the Schedule of Benefits, will be increased by 10.00%. The increased benefit will begin on the first day of the month after Lincoln receives written Proof of your full participation in the Rehabilitation Program.

##### **What is Your Decreased Monthly Benefit?**

If you, at any time, decline to fully participate in an approved Rehabilitation Program recommended by Lincoln, the benefit percentage shown in the Schedule of Benefits will be reduced by 0.00% beginning on the first day of the month following your declination to fully participate in the approved Rehabilitation Program. If Lincoln recommends rehabilitation, benefits will be paid at the reduced amount from the date recommendation is made until Lincoln receives your written agreement to fully participate in the Rehabilitation Program.

##### **When will Your Rehabilitation Incentive Benefit be Discontinued?**

The Rehabilitation Incentive Benefit will cease:

1. when you are no longer fully participating in a Rehabilitation Program approved by Lincoln;
2. in accordance with the provision[s] entitled "When will Your Long Term Disability Benefit Be Discontinued?"; or
3. when the Rehabilitation Program ends.

## **SECTION 4 - DISABILITY INCOME BENEFITS**

(Continued)

### **LONG TERM DISABILITY COVERAGE (Continued)**

#### **Rehabilitation Incentive Benefit (Continued)**

For the purpose of this provision, "**Rehabilitation Program**" means a comprehensive individually tailored, goal oriented program to return you, if you are Disabled, to gainful employment. The services offered may include, but are not limited to, the following:

1. physical therapy;
2. occupational therapy;
3. work hardening programs;
4. functional capacity evaluations;
5. psychological and vocational counseling;
6. rehabilitative employment; and
7. vocational rehabilitation services.

## **SECTION 4 - DISABILITY INCOME BENEFITS**

(Continued)

### **LONG TERM DISABILITY COVERAGE (Continued)**

#### **Three month Survivor Benefit**

#### **What Happens to Your Benefit if You Die?**

Lincoln will pay a lump sum benefit to the Eligible Survivor when Proof is received that you died:

1. after Disability had continued for 180 or more consecutive days; and
2. while receiving a Monthly Benefit.

The lump sum benefit will be an amount equal to three times your Last Monthly Benefit.

If the survivor benefit is payable to your children, payment will be made in equal shares to the children, including step children and legally adopted children. However, if any of said children are minors or incapacitated, payment will be made on their behalf to the court appointed guardian of the children's property. This payment will be valid and effective against all claims by others representing or claiming to represent the children.

If there is no Eligible Survivor, the benefit is payable to the estate.

If an overpayment is due to Lincoln at the time of your death, the benefit payable under this provision will be applied toward satisfying the overpayment.

## **SECTION 4 - DISABILITY INCOME BENEFITS**

(Continued)

### **LONG TERM DISABILITY COVERAGE (Continued)**

#### **Workplace Modification Benefit**

##### **When is Your Workplace Modification Benefit Payable?**

If you are Disabled or Partially Disabled and receiving a benefit from Lincoln, a benefit may be payable to the Sponsor as part of your benefit for modifications to the workplace to accommodate your return to work or to assist you in remaining at work.

Lincoln will reimburse the Sponsor for up to 100% of reasonable costs the Sponsor incurs for the modification, up to the greater of:

1. \$1,000.00; or
2. the equivalent of 2 months of your Monthly Benefit.

To qualify for this benefit:

1. the Disability or Partial Disability must prevent you from performing some or all of the Material and Substantial Duties of your occupation; and
2. any proposed modifications must be approved in writing and signed by you, the Sponsor and Lincoln; and
3. the Sponsor must agree to make the modifications to the workplace to reasonably accommodate your return to work or to assist you in remaining at work.

The Sponsor's costs for the approved modifications will be reimbursed after:

1. the proposed modifications have been made; and
2. written proof of the expenses incurred by the Sponsor has been provided to Lincoln; and
3. Lincoln has received proof that you have returned to and/or remain at work.



## **SECTION 4 - DISABILITY INCOME BENEFITS**

(Continued)

### **LONG TERM DISABILITY COVERAGE (Continued)**

#### **Other Income Benefits and Other Income Earnings**

#### **What are Your Other Income Benefits and Other Income Earnings?**

**Other Income Benefits** means:

1. The amount for which you are eligible under:
  - a. Workers' or Workmen's Compensation Laws;
  - b. Occupational Disease Law;
  - c. Title 46, United States Code Section 688 (The Jones Act);
  - d. any work loss provision in mandatory "No-Fault" auto insurance;
  - e. Railroad Retirement Act;
  - f. any governmental compulsory benefit act or law; or
  - g. any other act or law of like intent.
2. The amount of any Disability benefits which you are eligible to receive under:
  - a. any other group insurance plan of the Sponsor;
  - b. any governmental retirement system as a result of your employment with the Sponsor; or
  - c. any individual insurance plan where the premium is wholly or partially paid by the Sponsor. However, Lincoln will only reduce the Monthly Benefit if your Monthly Benefit under this plan, plus any benefits that you are eligible to receive under such individual insurance plan exceed 100% of your Basic Monthly Earnings. If this sum exceeds 100% of Basic Monthly Earnings, your Monthly Benefit under this plan will be reduced by such excess amount.
3. The amount of benefits you receive under the Sponsor's Retirement Plan as follows:
  - a. the amount of any Disability Benefits under a Retirement Plan, or Retirement Benefits under a Retirement Plan you voluntarily elect to receive as retirement payment under the Sponsor's Retirement Plan; and
  - b. the amount you receive as retirement payments when you reach the later of age 62, or normal retirement age as defined in the Sponsor's plan.
4. The amount of Disability and/or Retirement Benefits under the United States Social Security Act, the Canada Pension Plan, the Quebec Pension Plan, or any similar plan or act, which:
  - a. you receive or are eligible to receive; and
  - b. your spouse, child or children receive or are eligible to receive because of your Disability; or
  - c. your spouse, child or children receive or are eligible to receive because of your eligibility for retirement benefits.
5. Any amount you receive from any unemployment benefits.

## **SECTION 4 - DISABILITY INCOME BENEFITS**

(Continued)

### **LONG TERM DISABILITY COVERAGE (Continued)**

#### **Other Income Benefits and Other Income Earnings (Continued)**

#### **What are Your Other Income Benefits and Other Income Earnings? (Continued)**

**Other Income Earnings** means:

1. the amount of earnings you earn or receive from any form of employment including severance; and
2. any amount you receive from any formal or informal sick leave or salary continuation plan(s).

Other Income Benefits, except retirement benefits, must be payable as a result of the same Disability for which Lincoln pays a benefit. The sum of Other Income Benefits and Other Income Earnings will be deducted in accordance with the provisions of this policy.

## **SECTION 4 - DISABILITY INCOME BENEFITS**

(Continued)

### **LONG TERM DISABILITY COVERAGE (Continued)**

#### **Estimation of Benefits**

##### **How will Your Benefits be Estimated?**

Lincoln will reduce your Disability or Partial Disability benefits by the amount of Other Income Benefits that we estimate are payable to you and your dependents.

Your Disability benefit will not be reduced by the estimated amount of Other Income Benefits if you:

1. provide satisfactory proof of application for Other Income Benefits;
2. sign a reimbursement agreement under which, in part, you agree to repay Lincoln for any overpayment resulting from the award or receipt of Other Income Benefits;
3. if applicable, provide satisfactory proof that all appeals for Other Income Benefits have been made on a timely basis to the highest administrative level unless Lincoln determines that further appeals are not likely to succeed; and
4. if applicable, submit satisfactory proof that Other Income Benefits have been denied at the highest administrative level unless Lincoln determines that further appeals are not likely to succeed.

Lincoln will not estimate or reduce for any benefits under the Sponsor's pension or retirement benefit plan according to applicable law, until you actually receive them.

In the event that Lincoln overestimates the amount payable to you from any plans referred to in the Other Income Benefits and Other Income Earnings provision of this plan, Lincoln will reimburse you for such amount upon receipt of written proof of the amount of Other Income Benefits awarded (whether by compromise, settlement, award or judgement) or denied (after appeal through the highest administrative level).

##### **When May Lincoln Provide Social Security Assistance?**

Lincoln may help you in applying for Social Security Disability Income Benefits. In order to be eligible for assistance you must be receiving a Monthly Benefit from Lincoln. Such assistance will be provided only if Lincoln determines that assistance would be beneficial.

## **SECTION 4 - DISABILITY INCOME BENEFITS**

(Continued)

### **LONG TERM DISABILITY COVERAGE (Continued)**

#### **What Happens if You Receive a Lump Sum Payment?**

Other Income Benefits from a compromise, settlement, award or judgement which are paid to you in a lump sum and are meant to compensate you for any one or more of the following:

1. loss of past or future wages;
2. impaired earnings capacity;
3. lessened ability to compete in the open labor market;
4. any degree of permanent impairment; and
5. any degree of loss of bodily function or capacity;

will be prorated on a monthly basis as follows:

1. over the period of time such benefits would have been paid if not in a lump sum; or
2. if such period of time cannot be determined, the lesser of:
  - a. the remainder of the Maximum Benefit Period; or
  - b. 5 years.

#### **What Happens if You Receive any Cost of Living Increases?**

After the first deduction for each of the Other Income Benefits, the Monthly Benefit will not be further reduced due to any cost of living increases payable under the Other Income Benefits and Other Income Earnings provision of this plan. This provision does not apply to increases received from any form of employment.

#### **What Happens if Your Benefit Period is Less than a Month?**

For any period for which a Long Term Disability benefit is payable that does not extend through a full month, the benefit will be paid on a prorated basis. The rate will be 1/30th for each day for such period of Disability.

#### **When will Your Long Term Disability Benefits be Discontinued?**

The Monthly Benefit will cease on the earliest of:

1. the date you fail to provide Proof of continued Disability or Partial Disability and Regular Attendance of a Physician;
2. the date you fail to cooperate in the administration of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due;

## **SECTION 4 - DISABILITY INCOME BENEFITS**

(Continued)

### **LONG TERM DISABILITY COVERAGE (Continued)**

#### **When will Your Long Term Disability Benefits be Discontinued? (Continued)**

The Monthly Benefit will cease on the earliest of: (Continued)

3. the date you refuse to be examined or evaluated at reasonable intervals;
4. the date you refuse to receive Appropriate Available Treatment;
5. the date you refuse a job with the Sponsor where workplace modifications or accommodations were made to allow you to perform the Material and Substantial Duties of the job;
6. the date you are able to work in your Own Occupation on a part-time basis, but choose not to;
7. the date your current Partial Disability earnings exceed 80.00% of your Indexed Basic Monthly Earnings;

Because your current earnings may fluctuate, Lincoln will average earnings over three consecutive months rather than immediately terminating your benefit once 80.00% of Indexed Basic Monthly Earnings has been exceeded.

8. the date you are no longer Disabled according to this plan;
9. the end of the Maximum Benefit Period; or
10. the date you die.

## **SECTION 4 - DISABILITY INCOME BENEFITS**

(Continued)

### **LONG TERM DISABILITY COVERAGE (Continued)**

#### **Successive Periods of Disability**

##### **What Happens if You Return to Work and Become Disabled Again?**

With respect to this plan, "**Successive Periods of Disability**" means a Disability which is related or due to the same cause(s) as a prior Disability for which a Monthly Benefit was payable.

A Successive Period of Disability will be treated as part of the prior Disability if, after receiving Disability benefits under this plan, you:

1. return to your Own Occupation on an Active Employment basis for less than six continuous months; and
2. perform all the Material and Substantial Duties of your Own Occupation.

To qualify for the Successive Periods of Disability benefit, you must experience more than a 20% loss of Basic Monthly Earnings.

Benefit payments will be subject to the terms of this plan for the prior Disability.

If you return to your Own Occupation on an Active Employment basis for six continuous months or more, the Successive Period of Disability will be treated as a new period of Disability. You must complete another Elimination Period.

If you become eligible for coverage under any other group long term disability coverage, this Successive Periods of Disability provision will cease to apply to you.

## SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

### LONG TERM DISABILITY COVERAGE (Continued)

#### Dependent Care Assistance Benefit

##### When is Your Dependent Care Assistance Benefit Payable?

Lincoln will pay the Dependent Care Assistance benefit if:

1. you are:
  - a. receiving a Monthly Benefit under the plan; and
  - b. participating in a rehabilitation program that has been approved by Lincoln; and
2. you have:
  - a. at least one Child attending a Child Care Center; or
  - b. at least one Disabled Dependent attending a Care Facility or receiving services from a Home Health Care Agency.

The maximum monthly Dependent Care Assistance Benefit amount is equal to \$500 times the number of eligible Children.

The benefit does not affect any other benefits payable under the plan. The Dependent Care Assistance Benefit will not be reduced by Other Income Benefits and Other Income Earnings.

The Dependent Care Assistance Benefit will cease on the earliest of:

1. the date the your Disability Benefits under the plan cease;
2. the date the your Child(ren) no longer meet(s) the definition of Child;
3. the date the your Child(ren) exceed(s) age 13 shown (does not apply to Disabled Dependent);
4. the date the your Disabled Dependent(s) no longer meet(s) the definition of Disabled Dependent(s); or
5. the date Lincoln has made Dependent Care Assistance Benefit payments for up to 12 months.

The following additional definitions apply to this Dependent Care Assistance Benefit.

**“Care Facility”** means any facility which:

1. is licensed as such by the state;
2. provides personal care and supervision for people suffering from physical infirmities caused by age or physical, mental, or cognitive disabilities; and
3. is not operated by you or a member of your immediate family.

## SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

### LONG TERM DISABILITY COVERAGE (Continued)

#### Dependent Care Assistance Benefit (Continued)

#### When is Your Dependent Care Assistance Benefit Payable? (Continued)

**"Child" or "Children"** means:

1. your natural child, legally adopted child, or stepchild;
2. a child placed with you for the purpose of adoption;
3. a child for whom you are required by court order to provide insurance;
4. your grandchild for whom you have assumed full parental responsibility and control;  
or
5. a foster child for whom you have assumed full parental responsibility and control.

Stepchild includes your Life Partner's child.

**"Child Care Center"** means any facility which:

1. is licensed as such by the state;
2. provides non-medical care and supervision for children in a group setting; and
3. is not operated by you or a member of your immediate family.

**"Civil Union Partner"** means your civil union partner to the extent recognized by the state in which you reside.

**"Disabled Dependent"** means your Spouse, Life Partner, Child, parent (or Life Partner's parent), or parent-in-law who:

1. resides with you; and
2. is incapable of independent living due to a mental or physical condition.

**"Domestic Partner"** means your domestic partner (whether same or opposite sex), regardless of registration.

**"Life Partner"** means your:

1. Civil Union Partner; or
2. Domestic Partner.

**"Spouse"** means the person lawfully married to you, as recognized by any state, possession, or territory of the United States.



## SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

### LONG TERM DISABILITY COVERAGE (Continued)

#### Family Care Expense Benefit

##### When is Your Family Care Expense Benefit Payable? (Continued)

Lincoln will reimburse your Family Care Expenses as described below, while you are:

1. participating in a rehabilitation program that has been approved by Lincoln; and
2. receiving a Monthly Benefit under this plan.

The Family Care Expense Benefit is paid in addition to all other plan benefits and will not be offset by Other Income Benefits and Other Income Earnings.

You must submit to Lincoln satisfactory proof that a Family Care Expense has been incurred for a Dependent and paid by you. Proof must be submitted on a monthly basis. Satisfactory proof is a signed receipt from the Dependent care provider showing:

1. Dependent name;
2. Dependent age;
3. if Dependent age exceeds the maximum shown in definition of "Dependent" below, reason for care;
4. dates of care;
5. total charges for care;
6. total payments for care; and
7. provider name, address, telephone number, and Federal Employer Identification Number/Taxpayer Identification Number.

The Family Care Expense Benefit will equal actual Family Care Expenses paid by you that are not reimbursable from other sources, up to \$500 per month for each eligible Dependent.

The Family Care Expense Benefit will cease on the earliest of:

1. the date your Total or Partial Disability Benefits under this plan cease;
2. the date your Dependents no longer meet the definition of Dependent in this provision; or
3. the date Lincoln has made 24 monthly Family Care Expense Benefit payments.

The following additional definitions apply to this Family Care Expense Benefit.

**"Child"** includes your naturally born child, legally adopted child, stepchild, foster child, or child for whom you are the legal guardian. "Child" also includes a child of your civil union partner, or domestic partner (or equivalent).

**"Cognitive Impairment"** means that you or Dependent:

1. has suffered a permanent deterioration or loss of cognitive or intellectual capacity; and
2. requires another person's active, hands-on help or verbal cues to prevent harm to self or others, due to that impairment.

The impairment must be diagnosed by a Physician, based upon clinical evidence and reliable standardized tests of short or long-term memory; orientation as to person, place and time; and deductive or abstract reasoning. It may result from moderate to severe head trauma, stroke, Alzheimer's disease or other form of irreversible dementia.

## SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

### LONG TERM DISABILITY COVERAGE (Continued)

#### Family Care Expense Benefit

#### When is Your Family Care Expense Benefit Payable? (Continued)

"**Dependent**" means your:

1. legal spouse, or civil union partner, or domestic partner (or equivalent), who is:
  - a. living with you; and
  - b. Incapable of Independent Living due to a mental or physical condition;
2. Child less than age 16;
3. unmarried Child age 16 years or older, who is:
  - a. living with you; and
  - b. Incapable of Independent Living due to a mental or physical condition; or
4. parent and grandparent or parent-in-law and grandparent-in-law, who is:
  - a. living with you; and
  - b. Incapable of Independent Living due to a mental or physical condition.

"**Family Care Expense**" means an expense for the care of a Dependent, charged by a licensed care provider who:

1. is not a member of your immediate family; and
2. is not living in your home.

"**Incapable of Independent Living**" means the Dependent:

1. is Terminally Ill;
2. suffers a Cognitive Impairment; or
3. suffers a Loss of Activities of Daily Living.

"**Loss of Activities of Daily Living**" means that you or Dependent has lost the ability to safely and completely perform **two or more** of the following six Activities of Daily Living without another person's active, hands-on help with all or most of the activity.

The six Activities of Daily Living are:

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

"**Terminally Ill**" means you or Dependent has a medical condition which is expected to result in death within 12 months, despite appropriate medical treatment.

## SECTION 5 - EXCLUSIONS

### GENERAL EXCLUSIONS

#### What Disabilities are Not Covered?

This plan will not cover any Disability due to:

1. war, declared or undeclared, or any act of war;
2. intentionally self-inflicted injuries, while sane or insane;
3. active Participation in a Riot;
4. the committing of or attempting to commit a felony or misdemeanor; or
5. cosmetic surgery unless such surgery is in connection with an Injury or Sickness sustained while you are covered under this plan.

No benefit will be payable during any period of incarceration.

With respect to this provision, **Participation** shall include promoting, inciting, conspiring to promote or incite, aiding, abetting, and all forms of taking part in, but shall not include actions taken in defense of public or private property, or actions taken in defense of the Covered Person, if such actions of defense are not taken against persons seeking to maintain or restore law and order including, but not limited to police officers and fire fighters.

With respect to this provision, **Riot** shall include all forms of public violence, disorder or disturbance of the public peace, by three or more persons assembled together, whether or not acting with a common intent and whether or not damage to persons or property or unlawful act or acts is the intent or the consequence of such disorder.

## SECTION 5 - EXCLUSIONS

(Continued)

### LONG TERM DISABILITY COVERAGE

#### Pre-Existing Condition Exclusion

#### What Other Disabilities are Not Covered?

This plan will not cover any Disability or Partial Disability:

1. which is caused or contributed to by, or results from, a Pre-Existing Condition; and
2. which begins in the first 12 months immediately after your effective date of coverage.

**"Pre-Existing Condition"** means a condition resulting from an Injury or Sickness for which you were diagnosed or received Treatment within three months prior to your effective date of coverage.

## SECTION 6 - TERMINATION PROVISIONS

### When will Your Insurance End?

You will cease to be insured on the earliest of the following dates:

1. the date this plan terminates, but without prejudice to any claim originating prior to the time of termination;
2. the last day of the month following the date you are no longer in an eligible class;
3. the last day of the month following the date your class is no longer included for insurance;
4. the last day of the month following the date employment terminates. Cessation of Active Employment will be deemed termination of employment, except the insurance will be continued for an Employee absent due to Disability during:
  - a. the Elimination Period; and
  - b. any period during which premium is being waived.
5. the date you cease active work due to a labor dispute, including any strike, work slowdown, or lockout.

Lincoln reserves the right to review and terminate all classes insured under this plan if any class(es) cease(s) to be covered.

## **SECTION 7 - GENERAL PROVISIONS**

### **Is Assignment Allowed?**

No assignment of any present or future right or benefit under this policy will be allowed.

### **How will Lincoln Conform With State Statutes?**

Any provision of this plan which, on its effective date, is in conflict with the statutes of the governing jurisdiction of this plan is hereby amended to conform to the minimum requirements of such statute.

### **What are Lincoln's Examination Rights?**

Lincoln, at its own expense, may have the right and opportunity to have the claimant, whose Injury or Sickness is the basis of a claim, examined or evaluated at reasonable intervals deemed necessary by Lincoln. This right may be used as often as reasonably required.

### **When can this Plan be Contested?**

The validity of this plan shall not be contested, except for non-payment of premiums, after it has been in force for two years from the date of issue. The validity of this plan shall not be contested on the basis of a statement made relating to insurability by you after such insurance has been in force for two years during your lifetime, and shall not be contested unless the statement is contained in a written instrument signed by you.

### **When can Legal Proceedings Begin?**

A claimant or the claimant's authorized representative cannot begin any legal action:

1. until 60 days after Proof of claim has been given; or
2. more than three years after the time Proof of claim is required.

### **What Happens if Your Age is Misstated?**

If your age has been misstated, an equitable adjustment will be made in the premium. If the amount of the benefit is dependent upon your age, the amount of the benefit will be the amount you would have been entitled to if your correct age were known.

A refund of premium will not be made for a period more than 12 months before the date Lincoln is advised of the error.

## **SECTION 7 - GENERAL PROVISIONS**

(Continued)

### **When Must Lincoln be Notified of a Claim?**

1. Notice of claim must be given to Lincoln within 20 days of the date of the loss on which the claim is based. If that is not possible, Lincoln must be notified as soon as it is reasonably possible to do so. Such notice of claim must be received in a form or format satisfactory to Lincoln.
2. When written notice of claim is applicable and has been received by Lincoln, you will be sent claim forms. If the forms are not received within 15 days after written notice of claim is sent, you can send to Lincoln written Proof of claim without waiting for the forms.

### **When Must Lincoln Receive Proof of Claim?**

1. Satisfactory Proof of loss must be given to Lincoln no later than 90 days after the end of the Elimination Period.
2. Failure to furnish such Proof within such time shall not invalidate or reduce any claim if it was not reasonably possible to furnish such Proof within such time. Such Proof must be furnished as soon as reasonably possible, and in no event, except in the absence of legal capacity of the claimant, later than one year from the time Proof is otherwise required.
3. Proof of continued loss, continued Disability or Partial Disability, when applicable, and Regular Attendance of a Physician must be given to Lincoln within 30 days of the request for such Proof.

Lincoln reserves the right to determine if your Proof of loss is satisfactory.

### **Who are Claims Paid To?**

The benefit is payable to you. But, if a benefit is payable to your estate, or if you are a minor, or you are not competent, Lincoln has the right to pay up to \$2,000 to any of your relatives or any other person whom Lincoln considers entitled thereto by reason of having incurred expense for the maintenance, medical attendance or burial. If Lincoln in good faith pays the benefit in such a manner, any such payment shall fulfill Lincoln's responsibility for the amount paid.

### **What are Lincoln's Rights of Recovery?**

Lincoln has the right to recover any overpayment of benefits caused by, but not limited to, the following:

1. fraud;
2. any error made by Lincoln in processing a claim; or
3. your receipt of any Other Income Benefits.

Lincoln may recover an overpayment by, but not limited to, the following:

1. requesting a lump sum payment of the overpaid amount;
2. reducing any benefits payable under this policy;
3. taking any appropriate collection activity available including any legal action needed; and
4. placing a lien, if not prohibited by law, in the amount of the overpayment on the proceeds of any Other Income Benefits, whether on a periodic or lump sum basis.

It is required that full reimbursement be made to Lincoln.

## **SECTION 7 - GENERAL PROVISIONS**

(Continued)

### **How will Statements Made In Your Application Affect Your Coverage?**

In the absence of fraud, all statements made in any application are considered representations and not warranties (absolute guarantees). No representation by:

1. the Sponsor in applying for this plan will make it void unless the representation is contained in the signed Application; or
2. you in enrolling for insurance under this plan will be used to reduce or deny a claim unless a copy of the Enrollment Form, signed by you if required, is or has been given to you.

### **What are Lincoln's Rights of Subrogation and Reimbursement?**

When your Injury or Sickness appears to be someone else's fault, benefits otherwise payable under this policy for loss of time as a result of that Injury or Sickness will not be paid unless you or your legal representative agree(s):

1. to repay Lincoln for such benefits to the extent they are for losses for which compensation is paid to you by or on behalf of the person at fault;
2. to allow Lincoln a lien on such compensation and to hold such compensation in trust for Lincoln; and
3. to execute and give to Lincoln any instruments needed to secure the rights under 1. and 2. above.

Further, when Lincoln has paid benefits to or on your behalf, Lincoln will be subrogated to all rights of recovery that you have against the person at fault. These subrogation rights will extend only to recovery of the amount Lincoln has paid. You must execute and deliver any instruments needed and do whatever else is necessary to secure those rights to Lincoln.

### **How does the Policy Affect Workers' Compensation?**

This plan and the coverages provided are not in lieu of, nor will they affect any requirements for coverage under any Workers' Compensation Law or other similar law.







## What Does Lincoln Financial Do with Your Personal Information?

The Lincoln Financial companies\* are committed to protecting your privacy. To provide the products and services you expect from a financial services leader, we must collect personal information about you. This Notice describes our current privacy practices. While your relationship with us continues, we will update and send our Privacy Practices Notice as required by law. Even after that relationship ends, we will continue to protect your personal information. You do not need to take any action because of this Notice, but you do have certain rights as described below.

We are committed to the responsible use of information and protecting individual privacy rights. As such, we look to leading data protection standards to guide our privacy program. These standards include collecting data through fair and lawful means, such as obtaining your consent when appropriate.

Financial companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this carefully to understand what we do.

## Information We May Collect and Use

We collect personal information about you:

- to help us identify you as a consumer, our customer or our former customer;
- to process your requests and transactions;
- to offer investment, insurance, retirement and other financial services to you;
- to pay your claim;
- to analyze in order to enhance our products and services;
- to tell you about our products or services we believe you may want and use; and
- as otherwise permitted by law.

The types of personal information we collect depend on your relationship and on the products or services you request and may include the following:

- **Information from you:** When you submit your application or other forms, you give us information such as your name; address; Social Security number; your financial health; and employment history. We may also collect voice recordings or biometric data for use in accordance with applicable law.
- **Information about your transactions:** We maintain information about your transactions with us, such as the products you buy from us; the amount you paid for those products; your account balances; payment details; and your payment and claims history.
- **Information from outside our family of companies:** If you are applying for or purchasing insurance products, we may collect information from consumer reporting agencies, such as your credit history; credit scores; and driving and employment records. With your authorization, we may also collect information (such as medical information, retirement information, and information related to Social Security benefits), from other individuals or businesses.
- **Information from your employer:** If your employer applies for or purchases group products from us, we may obtain information about you from your employer or group representative to enroll you in the plan.

When you are no longer our customer, we continue to share your information as described in this notice.

## How We Share and Use Your Personal Information

We may share your personal information within our companies and with certain service providers. They may use this information:

- to process transactions you, your employer, or your group representative have requested;
- to provide customer service;
- to analyze in order to evaluate or enhance our products and services;
- to gain customer insight; to provide education and training to our workforce and customers; and/or
- to inform you of products or services we offer that you may find useful.

Our service providers may or may not be affiliated with us. Affiliates are companies related by common ownership or control. Nonaffiliates are companies not related by common ownership or control. They include:

- Financial service providers: third party administrators; broker-dealers; insurance agents and brokers; registered representatives; reinsurers and other financial services companies with which we have joint marketing agreements. A joint marketing agreement is a formal agreement between nonaffiliated financial companies that together market financial products or services to you. Our joint marketing partners include, but are not limited to, insurance providers and financial technology solutions.
- Non-financial companies and individuals: consultants; vendors; and companies that perform marketing services on our behalf.

Information we obtain from a report prepared by a service provider may be kept by the service provider and shared with other persons; however, we require our service providers to protect your personal information and to use or disclose it only for the work they are performing for us, or as permitted by law. We may execute agreements with our service providers that permit the service provider to process your personal information outside of the United States, when not prohibited by our contracts and permitted by applicable law.

When you apply for one of our products:

- We may share information about your application with credit bureaus.
- We may provide information to group policy owners or their designees (for example, to your employer for employer-sponsored plans and their authorized service providers).
- We may provide information to regulatory authorities, law enforcement officials, and to other nonaffiliated or affiliated parties as permitted by law.
- In the event of a sale of all or part of our businesses, we may share customer information with the acquiror as part of the sale.
- **We do not sell or release your information to outside marketers who may want to offer you their own products and services unless we receive your express consent; nor do we release information we receive about you from a consumer reporting agency.**

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Lincoln chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Lincoln share?	Can you limit this sharing?
<b>For our everyday business purposes</b> —such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> —to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No

Reasons we can share your personal information	Does Lincoln share?	Can you limit this sharing?
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We Don't Share
For our affiliates to market to you	Yes	Yes (We only share if we receive your express consent)
For nonaffiliates to market to you	Yes	Yes (We only share if we receive your express consent)

Federal law gives you the right to limit only:

- sharing for our affiliates' everyday business purposes - information about your creditworthiness;
- sharing for our affiliates to market to you; and
- sharing for nonaffiliates to market to you.

State laws and individual companies may give you additional rights to limit sharing. California residents can review our California Privacy Notice located at <https://www.lincolnfinancial.com/public/general/privacy/californiaprivacynotice>.

## Security of Information

We have an important responsibility to keep your information safe. We use safeguards to protect your information from unauthorized disclosure. To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. Our employees are authorized to access your information only when they need it to perform their job responsibilities. Employees who have access to your personal information are required to keep it confidential. Employees are required to complete privacy training annually.

## Your Rights Regarding Your Personal Information

This Privacy Notice describes how you can exercise your rights regarding your personal information. Lincoln complies with all applicable laws and regulations regarding the provision of personal information. The rights provided to you in this Privacy Notice will be administered in accordance with your state's specific laws and regulations.

**Access to personal information:** You must submit a written request to receive a copy of your personal information. You may see your personal information in person, or you may ask us to send you a copy of your personal information by mail or electronically, whichever you prefer. We will need to verify your identity before we process the request. Within 30 business days of receiving your request, we will, depending on the specific request you make, (1) inform you of the nature and substance of the recorded personal information we have about you; (2) permit you to obtain a copy of your personal information; and (3) provide the identity (if recorded) of persons to whom we disclosed your personal information within two years prior to the request (if this information is not recorded, we will provide you with the names of those insurance institutions, agents, insurance support organizations or other persons to whom such information is normally disclosed). We will send you notification within 30 business days if we need additional time to respond to your request. If you request a copy of your information by mail, we may charge you a fee for copying and mailing costs.

**Changes to personal information:** If you believe that your personal information is inaccurate or incomplete, you may ask us to correct, amend, or delete the information. Your request must be in writing and must include the reason you are requesting the change. We will respond within 30 business days from the date we receive your request.

If we make changes to your records as a result of your request, we will notify you in writing and we will send the updated information, at your request, to any person who may have received your personal information within the past two years. We will also send the updated information to any insurance support organization that gave us the information and any insurance support organization that

systematically received personal information from us within the prior 7 years unless that support organization no longer maintains your personal information.

If we deny your request to correct, amend, or delete your information, we will provide you with the reasons for the denial. You may write to us and concisely describe what you believe our records should say and why you disagree with our denial of your request to correct, amend, or delete that information. We will file this communication from you with the disputed information, identify the disputed information if it is disclosed, and provide notice of the disagreement to the recipients and in the manner described in the paragraph above.

**Basis for adverse underwriting decision:** You may ask in writing for the specific reasons for an adverse underwriting decision. An adverse underwriting decision is where we decline your application for insurance, offer to insure you at a higher than standard rate, or terminate your coverage.

Your state may provide for additional privacy protections under applicable laws. We will protect your information in accordance with these additional protections.

If you would like to exercise your rights regarding your personal information, please provide your full name, address and telephone number and either email your inquiry to our Data Subject Access Request Team at [DSAR@lfg.com](mailto:DSAR@lfg.com) or mail to: Lincoln Financial, Attn: Corporate Privacy Office, 1301 South Harrison St., Fort Wayne, IN 46802. **The [DSAR@lfg.com](mailto:DSAR@lfg.com) email address should only be used for inquiries related to this Privacy Notice.**

For general account service requests or inquiries unrelated to this Privacy Notice, please call 1-877-ASK-LINC.

\*This information applies to the following Lincoln Financial companies::

First Penn-Pacific Life Insurance Company	Lincoln Life Assurance Company of Boston
Lincoln Financial Distributors, Inc.	Lincoln Retirement Services Company, LLC
Lincoln Financial Group Trust Company, Inc.	Lincoln Variable Insurance Products Trust
Lincoln Financial Investments Corporation (formerly	The Lincoln National Life Insurance Company
Lincoln Investment Advisors Corporation)	Lincoln Financial Insurance Agency Incorporated
Lincoln Life & Annuity Company of New York	