

**Coweta County Schools**  
**January 1, 2021**



**DISCLAIMER**

**Sponsor:** Coweta County Schools

**Policy Number(s):** GD3-890-LF0384-01

**Date Provided:** October 20, 2020

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

**LINCOLN LIFE ASSURANCE COMPANY OF BOSTON**

**Coweta County Schools**



## CERTIFICATE OF COVERAGE

Lincoln Life Assurance Company of Boston welcomes your employer as a client.

**Sponsor:** Coweta County Schools

**Policy Number:** GD3-890-LF0384-01

**Effective Date:** January 1, 2021

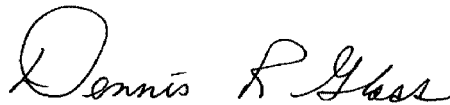
When this plan refers to "you" or "your" it means the Employee insured under this plan. This is your Disability Income certificate of coverage as long as you are eligible for insurance and remain insured.

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.

**"NOTICE: The laws of the State of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence".**

A handwritten signature in cursive script that reads "Dennis R. Glass".

PRESIDENT

**TABLE OF CONTENTS**

**SECTION 1. .... SCHEDULE OF BENEFITS**

**SECTION 2. .... DEFINITIONS**

**SECTION 3. .... ELIGIBILITY AND EFFECTIVE DATES**

**SECTION 4. .... DISABILITY INCOME BENEFITS**

**SECTION 5. .... EXCLUSIONS**

**SECTION 6. .... TERMINATION PROVISIONS**

**SECTION 7. .... GENERAL PROVISIONS**

## SECTION 1 - SCHEDULE OF BENEFITS

### ELIGIBILITY REQUIREMENTS FOR INSURANCE BENEFITS

#### What is the Minimum Hourly Requirement?

Employees working a minimum of 15 regularly scheduled hours per week

#### Who is Eligible for Short Term Disability Benefits?

Class 2: All Employees choosing the 60% option

**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 policy effective date -  
First of the month following 1 month of continuous, Active Employment
2. If you begin employment for the Sponsor after the policy effective date -  
First of the month following 1 month of continuous, Active Employment

#### Are Employee Contributions Required?

Yes

## SECTION 1 - SCHEDULE OF BENEFITS

(Continued)

### SHORT TERM DISABILITY COVERAGE

#### What is the Elimination Period?

The period for which a benefit is payable will commence following any accumulated sick leave and the Elimination Period shown below:

- 7 calendar days for Injury
- 7 calendar days for Sickness

**Note:** Benefits will begin on the first day following the completion of the Elimination Period.

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

60.00% of Basic Weekly Earnings not to exceed a Maximum Weekly Benefit of \$1,250.00 less Other Income Benefits and Other Income Earnings as outlined in Section 4. The Minimum Weekly Benefit is \$25.00.

#### Maximum Benefit Period:

##### Applicable to Injury:

The period for which a benefit is payable, following completion of the Elimination Period, for any one Disability will end on the earliest of:

- a. the end of the Disability; or
- b. the end of the 25th week of Disability for which a benefit is payable.

##### Applicable to Sickness:

The period for which a benefit is payable, following completion of the Elimination Period, for any one Disability will end on the earliest of:

- a. the end of the Disability; or
- b. the end of the 25th week of Disability for which a benefit is payable.



## 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"** Lincoln Life Assurance Company of Boston, 100 Liberty Way, Suite 100, Dover, New Hampshire 03820-4695.

**"Annual Enrollment Period"** or **"Enrollment Period"** means the period before each plan anniversary so designated by the Sponsor and Lincoln during which you may enroll for coverage under this plan.

## SECTION 2 - DEFINITIONS

(Continued)

**"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 Weekly Earnings"** means your weekly 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.

**"Disability"** or **"Disabled"** means you, as a result of Injury or Sickness, are unable to perform the Material and Substantial Duties of your Own Job.

## 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.

"**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 for which no benefit is payable. The Elimination Period is shown in the Schedule of Benefits and begins on the first day of Disability.

"**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.

"**Evidence of Insurability**" means a statement of proof of your medical history upon which acceptance for insurance will be determined by Lincoln.

## SECTION 2 - DEFINITIONS

(Continued)

**"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 Weekly Benefit"** means your Weekly 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)

**"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.

**"Material and Substantial Duties"** means responsibilities that are normally required to perform your Own Job and cannot be reasonably eliminated or modified.

## **SECTION 2 - DEFINITIONS**

(Continued)

**"Own Job"** means your job that you were performing when your Disability or Partial Disability began.

## SECTION 2 - DEFINITIONS

(Continued)

"**Partial Disability**" or "**Partially Disabled**" means you, as a result of Injury or Sickness, are able to:

1. perform one or more, but not all, of the Material and Substantial Duties of your Own Job or another job on an Active Employment or a part-time basis; or
2. perform all of the Material and Substantial Duties of your Own Job or another job on a part-time basis; and
3. earn between 20.00% and 80.00% of your Basic Weekly Earnings.

"**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.



## SECTION 2 - DEFINITIONS

(Continued)

"**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.

"**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.

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

## SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

### Who is Eligible for Benefits?

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.

### What Happens During the Initial Enrollment Period?

You may enroll in any one coverage or coverage option shown in the Schedule of Benefits. If you do not choose any coverage or coverage option, you will not be enrolled for any coverage. If your Initial Enrollment Period takes place during or after the Annual Enrollment Period, but before the plan anniversary, your coverage option will apply for (a) the rest of the plan year in which you first become eligible; and (b) the next plan year.

### What Happens During the Annual Enrollment Period?

You may keep your coverage at the same level or make one of the following changes in coverage for the next plan year:

1. a decrease in coverage;
2. an increase in coverage without Evidence of Insurability subject to the Pre-Existing Condition Exclusion defined herein.

If you fail to enroll for a change in your coverage option during any Annual Enrollment Period you will continue to be insured for the same coverage option during the next plan year and no change in that coverage can be made during the next plan year.

## **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.

1. For Coverage Applied for During Initial Enrollment Periods:
  - a. you will be insured for contributory coverage on the date you make application for insurance if you enroll on or before the 31st day after your Eligibility Date; or
  - b. if you do not enroll for contributory coverage on or before the 31st day after your Eligibility Date, or you terminated your insurance while continuing to be eligible you may not enroll for contributory coverage until the next Annual Enrollment Period.

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

(Continued)

### **What is Your Effective Date of Insurance? (Continued)**

2. For Contributory Coverage Applied for During Annual Enrollment Periods

You will be insured for the selected contributory coverage on the first day of the next policy anniversary.

### **When will Your Effective Date for 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 6 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 6 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 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

### SHORT TERM DISABILITY COVERAGE

#### 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 Weekly 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 Weekly 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.

#### Amount of Disability Weekly Benefit

To figure the amount of your Weekly Benefit:

1. Take the lesser of:
  - a. your Basic Weekly Earnings multiplied by the benefit percentage shown in the Schedule of Benefits; or
  - b. the Maximum Weekly 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.

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

(Continued)

### **SHORT 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 loss of earnings Weekly Benefit, subject to any other provisions of this plan. To be eligible to receive Partial Disability benefits, you may be employed in your Own Job or another job, must satisfy the Elimination Period, and must be earning between 20.00% and 80.00% of your Basic Weekly Earnings.

A Weekly 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 Work Incentive Calculation?**

The work incentive benefit will be an amount equal to your Basic Weekly 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 Weekly Benefit payable plus any earnings exceed 100% of your Basic Weekly Earnings. If the combined total is more, the Weekly Benefit will be reduced by the excess amount so that the Weekly Benefit plus your earnings does not exceed 100% of your Basic Weekly Earnings.

The Weekly Benefit payable will not be more than the Disability benefit otherwise payable under this plan.



## SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

### SHORT TERM DISABILITY COVERAGE (Continued)

#### Other Income Benefits and Other Income Earnings

**Other Income Benefits** means:

1. The amount for which you are eligible under:
  - a. any work loss provision in mandatory "No-Fault" auto insurance; or
  - b. any governmental program or coverage required or provided by statute (including any amount attributable to your family).
2. any amount you receive from any unemployment benefits; or
3. any amount of Disability and/or Retirement Benefits under the United States Social Security Act, the Canada Pension Policy, 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 receives or are eligible to receive because of your Disability; or
  - c. your spouse, child or children receives or are eligible to receive because of your eligibility for retirement benefits.

**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 plan.

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

(Continued)

### **SHORT 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.

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).

## SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

### SHORT 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 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 weekly 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, over a period of 260 weeks.

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

After the first deduction for each of the Other Income Benefits, the Weekly Benefit will not be further reduced due to any cost of living increases payable under the Other Income Benefits provision of this plan.

#### What Happens when Your Benefit Period is Less than a Week?

For any period for which a Short Term Disability benefit is payable that does not extend through a full week, the benefit will be paid on a prorated basis. The rate will be 1/7th for each day for such period of Disability.

#### When will Your Short Term Disability Benefit be Discontinued?

The Weekly 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)

### SHORT TERM DISABILITY COVERAGE (Continued)

#### When will Your Disability Benefit be Discontinued? (Continued)

The Weekly 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 Job on a part-time basis, but choose not to;
7. the date your current Partial Disability earnings exceed 80.00% of your Basic Weekly Earnings;

Because your current earnings may fluctuate, Lincoln will average earnings over three consecutive weeks rather than immediately terminating your benefit once 80.00% of Basic Weekly 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)

### SHORT 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 Weekly 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 Job on an Active Employment basis for less than two continuous weeks; and
2. perform all the Material and Substantial duties of your Own Job.

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

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

If you return to your Own Job on an Active Employment basis for two continuous weeks 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 short term disability coverage, this Successive Periods of Disability provision will cease to apply to you.

## 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;
5. cosmetic surgery unless such surgery is in connection with an Injury or Sickness sustained while you are covered under this plan; or
6. a gender change, including, but not limited to, any operation, drug therapy or any other procedure related to a gender change.

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 your defense, 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**

### **SHORT TERM DISABILITY COVERAGE**

#### **Disability Benefit Exclusions**

#### **What Other Disabilities are Not Covered?**

A Weekly Benefit will not be payable if you become Disabled due to:

1. Injury that arises out of or in the course of employment; or
2. Sickness when a benefit is payable under a Workers' Compensation Law, or any other act or law of like intent.

These exceptions will not apply to partners or proprietors who elect not to be covered under such laws.

## **SECTION 5 - EXCLUSIONS**

(Continued)

### **SHORT 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 twelve 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 date you are no longer in an eligible class;
3. the date your class is no longer included for insurance;
4. the last day for which any required Employee contribution has been made;
5. 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 the Elimination Period.
6. 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.

### **Who has the Authority for Interpretation of this Plan?**

Lincoln shall possess the authority, in its sole discretion, to construe the terms of this plan and to determine benefit eligibility hereunder. Lincoln's decisions regarding construction of the terms of this plan and benefit eligibility shall be conclusive and binding.

### **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 one year 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 30 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 10 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 30 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 Reimbursement?**

When your Injury appears to be someone else's fault, and recovery for personal injury is sought from a third party, by or on behalf of a person for whom Lincoln has paid disability income benefits, Lincoln may require reimbursement from you for these benefits paid if the following procedures are followed:

1. The person asserting the claim shall provide notice to Lincoln by certified mail, unless another form of notice is agreed to by Lincoln. Such notice shall be provided no later than 10 days before the completion of any settlement or commencement of any trial, unless a shorter period is agreed to by Lincoln. It shall also include a request for information regarding the existence of any claim and an itemization of payments for which Lincoln seeks reimbursement.
2. Once Lincoln gets notice from the claimant as described above, Lincoln then must provide notice to the claimant, including a specific itemization of payments for which reimbursement is being sought. This notice shall be provided by certified mail or another form agreed to by the designated recipient.

Such reimbursement is limited to the amount allocated to disability damages in the settlement documents or the judgment and only if the amount of the recovery by the injured party exceeds the sum of all economic and non economic losses, exclusive of the losses for which reimbursement is sought. Lincoln also must pay a prorata share of the attorney's fees and litigation expenses. If the claimant says that the settlement doesn't exceed the economic and non economic losses, Lincoln is entitled to seek a declaratory judgment from a Georgian court to determine to what extent it may share in the settlement. If the court determines that the claimant is not fully compensated, Lincoln will not be entitled to any reimbursement.

### **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.



The Lincoln Financial Group 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. We do not sell your personal information to third parties. 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.

## Information We May Collect And Use

We collect personal information about you to help us identify you as our customer or our former customer; to process your requests and transactions; to offer investment or insurance services to you; to pay your claim; to analyze in order to enhance our products and services; or to tell you about our products or services we believe you may want and use; and as otherwise permitted by law. The type of personal information we collect depends 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; and your financial, health, and employment history.
- **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; and your payment and claims history.
- **Information from outside our family of companies:** If you are 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 from other individuals or businesses.
- **Information from your employer:** If your employer purchases group products from us, we may obtain information about you from your employer in order to enroll you in the plan.

## How We Use Your Personal Information

We may share your personal information within our companies and with certain service providers. They use this information to process transactions you have requested; provide customer service; to analyze in order to enhance our products and services; and inform you of products or services we offer that you may find useful. Our service providers may or may not be affiliated with us. They include financial service providers (for example, third party administrators; broker-dealers; insurance agents and brokers, registered representatives; reinsurers and other financial services companies with whom we have joint marketing agreements). Our service providers also include non-financial companies and individuals (for example, 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.

When you apply for one of our products, we may share information about your application with credit bureaus. We also may provide information to group policy owners, regulatory authorities and law enforcement officials, and to other non-affiliated 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 as part of the sale. **We do not sell or share your information with outside marketers who may want to offer you their own products and services; nor do we share information we receive about you from a consumer reporting agency. You do not need to take any action for this benefit.**

## Security of Information

We have an important responsibility to keep your information safe. We use safeguards to protect your information from unauthorized disclosure. Our employees are authorized to access your information only when they need it to provide you with products, services, or to maintain your accounts. 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

**Access:** We want to make sure we have accurate information about you. Upon written request we will tell you, within 30 business days, what personal information we have about you. You may see a copy of your personal information in person or receive a copy by mail, whichever you prefer. We will share with you who provided the information. In some cases we may provide your medical information to your personal physician. We will not provide you with information we have collected in connection with, or in anticipation of, a claim or legal proceeding. If you request a copy of the information, we may charge you a fee for copying and mailing costs. In very limited circumstances, your request may be denied. You may then request that the denial be reviewed.

**Accuracy of Information:** If you feel the personal information we have about you is inaccurate or incomplete, you may ask us to amend 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. 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 the information within the prior two years. We will also send the updated information to any insurance support organization that gave us the information, and any service provider that received the information within the prior 7 years. If your requested change is denied, we will provide you with reasons for the denial. You may write to request the denial be reviewed. A copy of your request will be kept on file with your personal information so anyone reviewing your information in the future will be aware of your request.

**Accounting of Disclosures:** If applicable, you may request an accounting of disclosures made of your medical information, except for disclosures:

- For purposes of payment activities or company operations;
- To the individual who is the subject of the personal information or to that individual's personal representative;
- To persons involved in your health care;
- For notification for disaster relief purposes;
- For national security or intelligence purposes;
- To law enforcement officials or correctional institutions;
- Included in a limited data set; or
- For which an authorization is required.

You may request an accounting of disclosures for a time period of less than six years from the date of your request.

**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 have questions about your personal information, please provide your full name, address and telephone number and either email your question to our Data Subject Access Request Team at [DSAR@lfg.com](mailto:DSAR@lfg.com) or mail to:

Lincoln Financial Group  
Attn: Corporate Privacy Office, 7C-01  
1300 S. Clinton St.  
Fort Wayne, IN 46802

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

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