V. DISABILITY INSURANCE
V. DISABILITY INSURANCE

WHAT IS DISABILITY INSURANCE?
Disability insurance replaces a portion of your income if you become disabled and unable to work. You may select the benefit level you wish to receive, and your premiums will be based on the level of protection you select. The disability plan offered to OCPS employees is the Lincoln Educator Income Protection Plan.

ELIGIBILITY
You are eligible for coverage if you are a full-time employee working 25 hours or more per week or a regular part-time active employee working a minimum of 17.5 hours per week, following a waiting period of 59 days. The date you are eligible for coverage is the later of: the plan effective date; or the day after you complete the waiting period.

New employees who elect disability insurance during their initial enrollment period, proof of good health will not be required. If you are absent from work due to injury, sickness, temporary layoff or leave of absence on the date of your effective date of coverage, coverage will begin on the date you return to active employment.

UNDERWRITING GUIDELINES
New Hires: New Hires can sign up for coverage within 60 days of their date of hire and receive up to a $7,500 monthly benefit (not to exceed 66 2/3 percent of monthly salary) without evidence of insurability. The pre-existing condition limitation applies to the full amount of coverage.

Currently Insured Employees: During the approved annual enrollment period, currently insured employees can increase their amount of coverage up to 66 2/3 percent of monthly salary without evidence of insurability. The pre-existing condition limitation applies to the increased amount of coverage including any reduction made to the elimination (waiting) period.

Late Entrants: During the approved annual enrollment period, active full-time employees can sign up for coverage and receive up to a $7,500 monthly benefit (not to exceed 66 2/3 percent of monthly salary) without evidence of insurability. The pre-existing condition limitation applies to the full amount of coverage.

BENEFIT AMOUNT
You may purchase a monthly benefit in $100 increments, starting at a minimum of $200, up to 66 2/3 percent of your monthly earnings to a maximum monthly benefit of $4,000 and in $500 increments thereafter up to a maximum monthly benefit of $7,500.

ELIMINATION PERIOD (WAITING PERIOD)
The Elimination Period is the length of time of continuous disability, due to sickness or injury, which must be satisfied before you are eligible to receive benefits. You may choose an Elimination Period of 14, 30, 60 or 180 days.

Applies to Elimination Periods of 14 and 30 days ONLY-- If, because of your disability, you are hospital confined as an inpatient, benefits begin on the first day of inpatient confinement. Inpatient means that you are confined to a hospital room due to your sickness or injury for eight or more consecutive hours.

DURATION OF BENEFITS
The duration of benefits is based on your age when the disability occurs:
<table>
<thead>
<tr>
<th>Age at Disability</th>
<th>Maximum Benefit Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than age 60</td>
<td>SSNRA (Social Security Normal Retirement Age)</td>
</tr>
<tr>
<td>60</td>
<td>60 months</td>
</tr>
<tr>
<td>61</td>
<td>48 months</td>
</tr>
<tr>
<td>62</td>
<td>42 months</td>
</tr>
<tr>
<td>63</td>
<td>36 months</td>
</tr>
<tr>
<td>64</td>
<td>30 months</td>
</tr>
<tr>
<td>65</td>
<td>24 months</td>
</tr>
<tr>
<td>66</td>
<td>21 months</td>
</tr>
<tr>
<td>67</td>
<td>18 months</td>
</tr>
<tr>
<td>68</td>
<td>15 months</td>
</tr>
<tr>
<td>69 and over</td>
<td>12 months</td>
</tr>
</tbody>
</table>

**PROGRESSIVE INCOME BENEFIT**

If you have lost the ability to independently perform two of six Activities of Daily Living (ADLs) or suffered a deterioration or loss in intellectual capacity, you would be eligible to receive an additional 33 1/3% of your monthly earnings to a monthly maximum benefit of the lesser of the disability plan maximum monthly benefit or $5,000. The six ADLs are: bathing, dressing, toileting, transferring, continence, and eating.

You must be disabled for 12 months under the disability plan and be receiving monthly payments to be eligible for Progressive Income Benefits. Your Progressive Income Benefit will not be reduced by deductible sources of income.

**SURVIVOR BENEFIT**

Lincoln will pay your eligible survivor a lump sum benefit equal to 3 months of your gross disability payment. This benefit will be paid if, on the date of your death, your disability had continued for 180 or more consecutive days, and you were receiving or were entitled to receive payments under the plan.

If you have no eligible survivors, payment will be made to your estate, unless there is none. In that case, no payment will be made. However, we will first apply the survivor benefit to any overpayment which may exist on your claim.

**PARTIAL DISABILITY: THE WORK INCENTIVE BENEFIT**

Because nobody wants to be out of work longer than absolutely necessary, Lincoln supports efforts that assist you to remain on the job or return to work as soon as possible. Lincoln will continue to send monthly payments to an employee with a disability who is working as described in the policy. Refer to your policy regarding partial disability benefit calculations.

**WAIVER OF PREMIUM**

After you have received disability payments under the plan you will not be required to pay premiums as long as you are receiving disability benefits.

**CONVERSION PRIVILEGE**

If your employment with OCPS ends, your coverage under the plan will end. However, you may be eligible to purchase insurance under Lincoln group conversion policy. To be eligible, you must have been insured under the plan for at least 12 consecutive months. Lincoln will determine the coverage you will have under the conversion policy. The conversion policy may not be the same coverage offered under your employer’s group plan. Under certain circumstances, you may not convert your coverage. You must apply for conversion and pay the first quarterly premium within 31 days after the date your employment ends. Some exclusions apply, see policy for details.
Employee Connect is a comprehensive resource providing access to professional assistance for a wide range of personal and work-related issues. The service is available to you and your family members twenty-four hours a day, 365 days a year, and provides resources to help employees find solutions to everyday issues such as financing a car or selecting child care, as well as more serious problems such as alcohol or drug addiction, divorce, or relationship problems.

Services include: toll-free phone access to master's-level consultants, up to four face-to-face sessions to help with more serious issues; and online resources. There is no additional charge for utilizing the program. Participation is confidential and strictly voluntary, and employees do not have to have filed a disability claim or be receiving benefits to use the program.

PREGNANCY BENEFIT
Disability due to pregnancy or complications of pregnancy will be covered on the same basis as a sickness.

PRE-EXISTING CONDITION EXCLUSION
The plan will not cover any disability that begins in the first 12 months after your effective date of coverage that is caused by, contributed to by, or resulting from a pre-existing condition.

A pre-existing condition is a condition for which you received medical treatment, consultation, care or services including diagnostic measures, or took prescribed drugs or medicines in the three (3) months just prior to your effective date of coverage; and the disability begins in the first 12 months after your effective date of coverage.

DEFINITION OF DISABILITY
Total Disability means that, due to an injury or sickness, an employee is unable:
1. During the ELIMINATION PERIOD and the "OWN OCCUPATION" Period, to perform each of the main duties of his or her regular occupation; and
2. After the "OWN OCCUPATION" Period, to perform each of the main duties of any occupation which his or her training, education or experience will reasonably allow.

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

After 24 months, you are considered disabled when Lincoln determines that, due to the same sickness or injury, you are unable to perform the material and substantial duties of any occupation for which you are reasonably fitted by education, training or experience. You must be under the regular care of a doctor in order to be considered disabled.

DEFINITION OF OWN OCCUPATION
Own Occupation means the occupation, trade or profession:
1. in which the Insured Employee was employed with the Employer prior to Disability; and
2. which was his or her main source of earned income prior to Disability.

RECURRENT DISABILITY
If you have a recurring disability, under certain circumstances Lincoln may treat that disability as part of the prior claim, and you will not have to complete another elimination period (waiting period). See policy for full details.

BENEFIT INTEGRATION
The gross disability benefit will be reduced immediately by the following deductible sources of income:
The amount you receive or are entitled to receive from:

- a workers' compensation law;
- an occupational disease law;
- any other act or law with similar intent.

After you have received monthly disability payments for 12 months, your gross disability payment will be reduced by such items as additional deductible sources of income you receive or are entitled to receive under: state compulsory benefit laws; automobile liability insurance; legal judgments and settlements; certain retirement plans; salary continuation or sick leave plans; other group or association disability programs or insurance; and amounts you or your family receive or are entitled to receive from Social Security or similar governmental programs. *A full list of deductible sources is included in your policy, see policy for full details.*

**MENTAL ILLNESS LIMITATION**

Lincoln will pay benefits for disabilities due to a mental illness for up to 24 months. If you are confined to a hospital at the end of 24 months, benefits will continue during confinement.

**GENERAL EXCLUSIONS**

Benefits will not be paid for disabilities caused by, contributed to by, or resulting from:

- intentionally self-inflicted injuries;
- active participation in a riot;
- commission of a crime for which you have been convicted;
- loss of professional license, occupational license or certification;
- pre-existing conditions (see definition).

Lincoln will not cover a disability due to war, declared or undeclared, or any act of war. Lincoln will not pay a benefit for any period of disability during which you are incarcerated.

**TERMINATION PROVISIONS**

Coverage under the summary of benefits or a plan ends on the earliest of:

- the date the group is cancelled;
- the date you are no longer in an eligible group;
- the date your eligible group is no longer covered;
- the first day of any month for which continuous premium payments are not made;
- the end of the month in which employment ceases.*

*Ten-month employees who resign, retire or non-reappointed and have completed the school year will have coverage through the end of August.

**FEDERAL INCOME TAXATION**

The taxability of benefits depends on how premium was taxed during the plan year in which you become disabled. If you paid 100% of the premium for the plan year with post-tax dollars, your benefits will not be taxed. If you and your Employer share in the cost, then a portion of your benefits will be taxed.

This plan highlight is a summary provided to help you understand your insurance coverage from Lincoln. Please refer to your certificate booklet for your complete plan description. If the terms of this plan highlight summary or your certificate differ from your policy, the policy will govern. For complete details of coverage, please refer to policy form number C.FP-1, et al.
1 Work-life balance employee assistance program and On-Claim Support services are provided by ComPsych Corporation. Worldwide emergency travel assistance services are provided by United Healthcare Global and are available with selected Lincoln insurance offerings. Exclusions, limitations and prior notice requirements may apply, and service features, terms and eligibility criteria are subject to change. The services are not valid after termination of coverage and may be withdrawn at any time. Please contact your Lincoln representative for full details.