

LIFE AND AD&D

DEPENDENT LIFE AND AD&D

SHORT-TERM DISABILITY INCOME

LONG-TERM DISABILITY INCOME

### ADMINISTERED BY

AmWINS Group Benefits, Inc. One Enterprise Drive, Suite 210 Shelton, CT 06484 800-243-2534/local 203-924-2994 www.smallbizbenefits.amwins.com

### UNDERWRITTEN & INSURED BY

The Lincoln National Life Insurance Company 8801 Indian Hills Drive Omaha, NE 68114

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# GENERAL UNDERWRITING GUIDELINES:

## **Group Eligibility**

- ♦ Life, Accidental Death & Dismemberment, STD and LTD are available to groups of 2 or more full time employees. All lines are available on a stand-alone or package basis.
- Group must be in business at least 1 year for Life AD&D, STD and LTD. Spin off groups may be considered and must receive prior approval from underwriting.
- Certain groups are ineligible for participation without prior underwriting approval of The Lincoln National Life Insurance Company. These include:
  - Aviation
  - Building maintenance hourly or union
  - Clergy
  - Farming and ranching
  - Fishing
  - Hotels, motels and restaurants
  - Junk and scrap dealers

- Mines and quarries
- Parking lots
- · Sawmills and logging operations
- Taxi companies
- Gas Stations
- Nurseries with less than 2 years in business
- Barber shops and beauty shops

This list is intended only as a representative sample. Individual cases will be taken into consideration. Final eligibility of specific groups and specific industries along with rate basis and factors are determined by the Underwriter. Not all benefit options are available in all states. Complete details of availability and complete benefit options are available from the Plan Administrator.

- Group with: two or more employees age 60 or over require prior underwriting approval before proposal and case submission. Contact the underwriting department at AmWINS Group Benefits, Inc.
- STD/LTD not eligible if working out of residence
- Group must participate in Social Security and Workers Compensation
- Not more than 50% of the insureds may be members of the same immediate family
- ♦ This program of insurance is **not available** in the state of **New York**.

## **Group Effective Dates**

• Coverage will become effective on the first of the month coincident with or next following approval by The Lincoln National Life Insurance Company. All cases must be effective on the first day of a month and will be billed monthly.

# GENERAL UNDERWRITING GUIDELINES: continued

## **Employee Eligibility**

• Employees working a minimum of **30** hours per week on a permanent full time basis are eligible for Life AD&D, STD and LTD benefits.

Active Work or Actively at Work means an employee's full-time performance of all customary duties of his or her occupation at:

- (1) the GROUP POLICYHOLDER'S place of business; or
- (2) any other business location where the employee is required to travel.

## **Employee Coverage**

• For those employed on the effective date of the coverage, insurance will begin on the effective date of the group plan. Those employed subsequent to the effective date of the plan will become effective on the first of the month following the eligibility waiting period established by the employer (1, 2 or 3 months).

## **Participation Requirements**

♦ Non-contributory plans require 100% participation of all full time employees. Contributory participation requirements are:

No. of Employees	Minimum Participation
2-4	100%
5-9	100% minus 1
10 or more	75%

### Life Insurance

- ◆ The minimum benefit per employee is \$15,000; the highest single benefit may not exceed 2-1/2 times the average benefit. *Actively at Work Provision applies*.
- All Life and AD&D rates are guaranteed for 3 years from the effective date of coverage.
- Plan Designs include: Flat, Salary, or Class Schedules subject to 2.5 x annual salary rule between classes
- Carve out groups are acceptable with prior approval.
- Life/AD&D benefit is required for Dependent Life.
- Life Conversion available.
- If coverage is Contributory, a suicide exclusion applies. Benefits will not be payable if the Insured Person's death:
  - (1) results from suicide, while sane or insane; and
  - (2) occurs within two years after the Insured Person's Personal Life Insurance or an increased amount of insurance takes effect under the Policy (or under any prior group life insurance policy which the Policy replaced within 1 day of the prior plan's termination date).
- ♦ Issue Limits for Life and AD&D benefits:

No. of Employees	Non Medical Issue	Overall Maximum With Evidence of Insurability
2-4	\$25,000	\$100,000
5-9	\$50,000	\$ 200,000
10-19	\$75,000	\$ 250,000
20+	\$100,000	\$ 500,000

## **Age Reduction**

♦ Life insurance and AD&D will reduce 35% upon the person's attainment of age 65 and an additional 15% of the original amount at age 70. Benefits terminate upon retirement.

### **Accelerated Death Benefit**

• Employees with a life expectancy of twelve months or less may apply to The Lincoln National Life Insurance Company and if approved, may receive up to 75% of their death benefit while still living to a maximum of \$250,000.

### Waiver of Premium

- ♦ Life insurance will be continued, without payment of premiums, for an Insured Person who:
  - (1) becomes Totally Disabled while insured under this policy and before reaching age 60;
  - (2) remains Totally Disabled for at least 6 months in a row; and
  - (3) submits satisfactory proof within the 7th through the 12th months of disability; or: (a) as soon as reasonably possible after that; but (b) not later than the 24th month of disability, unless he or she was legally incapacitated.

### **Travel Connect**

◆ This benefit covers the employee and their immediate family members while traveling on business or for leisure travel. It provides travel, medical and safety-related services while traveling just 100 miles for more from home.

### **LifeKeys Services**

♦ This benefit offers assistance to help beneficiaries cope with difficult and emotional periods.

## Accidental Death & Dismemberment (AD&D)

◆ Accidental death and dismemberment insurance (*AD&D*) is a form of insurance covering death or specific types of bodily injury as a result of an accident. In the event of accidental death, this insurance will pay benefits in addition to any life insurance. The schedule of insurance determines the amount of principal sum for which each individual is insured. The AD&D includes the following:

#### **Safe Drive Benefits**

◆ If an Insured Person dies as a direct result of a covered auto accident, for which Accidental Death and Dismemberment Benefits are payable; then: (1) an additional <u>Seat Belt Benefit</u> will be payable, if the Insured Person was wearing a properly fastened seat belt at the time of the accident; and (2) an additional <u>Air Bag Benefit</u> will be payable, if the auto was equipped with air bag(s). The Seat Belt Benefit equals \$10,000 or 10% of the Principal Sum, whichever is less; and the Air Bag Benefit equals \$10,000 or 10% of the Principal Sum, whichever is less. The Principal Sum is the amount payable because of the Insured Person's accidental death.

#### **Common Carrier Benefit**

"Common Carrier Accident" means a covered accidental bodily injury, which is sustained while riding as a fare paying passenger (not a pilot, operator or crew member) in or on, boarding or getting off from a Common Carrier.
 "Common Carrier" means any land, air or water conveyance operated under a license to transport passengers for hire.
 An amount equal to the AD&D principal sum will be paid if an insured dies as the result of an accident while a fare-paying passenger on a common carrier operated for passenger service. This benefit will be paid in addition to the amounts payable under the Life and AD&D portions of this plan.

### Accidental Death & Dismemberment (AD&D) Exclusions/Limitations

- Benefits are not payable for any loss to which a contributing cause is:
  - (1) intentional self-inflicted injury or self-destruction;
  - (2) disease, bodily or mental infirmity, or medical or surgical treatment of these;
  - (3) participation in a riot;
  - (4) duty as a member of any military, naval or air force;
  - (5) war or any act of war, declared or undeclared;
  - (6) participation in the commission of a felony;
  - (7) voluntary use of any controlled substance, as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended; unless prescribed by the Insured Person's Physician;
  - (8) travel or flight in any aircraft, including balloons and gliders; except as a fare paying passenger on a regularly scheduled flight; or
  - (9) driving while intoxicated.

## **Dependent Life and AD&D**

• Dependent Life is available only if employee life is selected. It includes AD&D.

#### Family rate of \$2.85 per month:

#### Life/AD&D Coverage

Spouse (to age 75) \$10,000

Dependent Children
14 days to 6 months \$100

6 months to 23\* yeas of age \$5,000

(\* to age 25 if full-time student)

Each child is covered, regardless of the number of children in a family. Newly born children will be automatically covered on the date they become eligible.

## Accidental Death or Dismemberment Benefit for a Dependent Spouse

- ◆ The Company will pay the benefit if:
  - (1) a Dependent Spouse sustains an accidental bodily injury while insured under this provision; and
  - (2) that injury directly causes one of the following losses within 365 days after the date of the accident.

Loss of Life

Loss of One Member (Hand, Foot or Eye)

Loss of Two or More Members

The loss must result directly from the injury and from no other causes.

- A Dependent Spouse is eligible for the Accidental Death and Dismemberment Insurance if the Spouse:
  - (1) is insured by this provision on the date of the accident;
  - (2) is not legally separated from the Insured Person; and
  - (3) is not serving on active duty in the armed forces of any state or country except for duty of 30 days or less for training in the Reserves or National Guard.

Please Note: If a married couple is employed by the same firm, both spouses can be covered as insured persons as well as dependents of each other.

Product availability and features may vary by state. All Benefits are subject to the provisions of the Group Master Policies under which individual certificates of insurance are issued.

## **Short-Term Disability Income**

- ♦ All STD rates are guaranteed for 2 years from the effective date of coverage.
- Maternity is covered as any other illness.
- ♦ Short Term Disability benefits are based on 60% of basic weekly earnings.

No of Employees

- ♦ Basic Weekly Earnings or Predisability Income means the Insured Person's average weekly base salary or hourly pay from the Employer before taxes on the Determination Date. The "Determination Date" is the last day worked just prior to the date the Disability begins.
  - It also includes paid commissions averaged over the 12 months just prior to the Determination Date; or over the actual period of employment with the Employer just prior to that date, if shorter. It does **not** include bonuses, overtime pay, or any other extra compensation. It does **not** include income from a source other than the Employer.
- Benefits are payable on a weekly basis while the insured is disabled and under the care of a licensed physician or surgeon.

## **Definition of Disability**

Through the elimination period, an insured is considered disabled if due to sickness or injury he/she is unable to perform any of the material and substantial duties of his/her regular occupation. Following the elimination period, the insured is considered disabled if due to sickness or injury he/she is considered disabled if due to sickness or injury he/she is unable to perform some or all of the material and substantial duties of his/her regular occupation and has at least a 20% loss in pre-disability earnings.

#### **STD Issue Limits**

No. of Employees	Amount of Benefit	
2-4	up to \$750	
	up to \$1,	0

Amount of Donofit

## **Plan Designs**

- Plan I Maximum benefit period 13 weeks Disability due to injury 1st day Disability due to sickness 8th day
- Plan II Maximum benefit period 26 weeks Disability due to injury 1st day Disability due to sickness 8th day

### **Benefit Offsets & Exclusions**

- Offsets include compulsory benefits, other insurance plans, employer's retirement plans, social security and government retirement plans.
- Exclusions: Weekly Benefits will not be payable for any period of Disability:
  - (1) which is the result of an intentionally self-inflicted Injury or suicide attempt;
  - (2) during which the Insured Person is not under the Regular Care of a Physician;
  - (3) which is the result of war (declared or undeclared) or any act of war;
  - (4) which is the result of a Sickness or Injury for which the Insured Person receives benefits under Workers' Compensation or similar coverage; or
  - (5) which arises out of (or in the course of) any employment for wage or profit, when the Disability would be covered by Workers' Compensation or similar coverage if: (a) the Employer had enrolled the Insured Person for such coverage; and (b) the Insured Person and Employer had cooperated in filing a claim under that plan; or
  - (6) during which the Insured Person receives payment under the Employer's Sick Leave or Salary Continuance Plan.

## **Partial Disability Benefit**

- The Company will pay a Weekly Partial Disability Benefit, if the Insured Person:
  - (1) becomes Partially Disabled while insured for this benefit;
  - (2) is engaged in Partial Disability Employment;
  - (3) is earning at least 20% of Basic Weekly Earnings when Partial Disability Employment begins;
  - (4) is under the Regular Care of a Physician; and
  - (5) at his or her own expense, submits proof of continued Partial Disability, Physician's care and reduced earnings to the Company upon request.

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

# **Long-Term Disability**

- All LTD rates are guaranteed for 3 years from date of coverage.
- Long-Term Disability Income is intended primarily for the small business employer. It is available to firms with two or more eligible employees. The standard monthly benefit is 60% of insured monthly earnings, not to exceed \$7,500 per month (covered annual salary up to \$150,000), payable to age 65. A \$10,000 monthly maximum is available for select industries. Contact AmWINS Group Benefits, Inc. for eligibility requirements.
- Annual Salary means the Insured Employee's Basic Monthly Earnings or Predisability Income multiplied by 12.
- ♦ Basic Monthly Earnings Or Predisability Income means the Insured Employee's average monthly base salary or hourly pay from the Employer before taxes on the Determination Date. The "Determination Date" is the last day worked just prior to the date the Disability begins.
  - It also includes paid commissions averaged over the 12 months just prior to the Determination Date; or over the actual period of employment with the Employer just prior to that date, if shorter. It does **not** include bonuses, overtime pay, or any other extra compensation. It does **not** include income from a source other than the Employer.

## **Definition of Disability**

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

## **Special Features Include**

- ♦ Choice of elimination period: 90 or 180 days
- Progressive Partial Disability benefits are designed to encourage and assist employees to return to work. With Progressive Partial Disability, an insured can receive a partial Disability benefit after satisfying the elimination period which consists of a period of total disability, partial disability or a combination thereof.
- Two year own occupation definition is standard.
- Own occupation to Social Security Normal Retirement Age (SSNRA) is available for select industries.
   Contact AmWINS Group Benefits, Inc. for eligibility requirements.
- Benefits payable for disabilities due to both sickness and accident (on or off the job).
- Zero Day Residual.
- Full coverage for disabilities due to maternity.
- Benefits for disability resulting from mental or nervous conditions (extended beyond 24 months if hospitalized).
- "3-Month Survivor Benefit" payable in one lump sum to a surviving spouse if an employee dies after having been disabled for at least 180 days and was receiving benefits under this plan.

- ♦ \$100 minimum monthly benefit.
- ◆ LTD Conversion
- Employee Connect (EAP Services) These services provide 24 hour confidential support, guidance and resources for assistance for you or an immediate household family member regarding many issues such as:
  - 1. Parenting and childcare
  - 2. Eldercare
  - 3. Relationships
  - 4. Work and Career
  - 5. Financial
- ♦ Long-Term disability premium is waived while an employee is receiving benefits.

### **Maximum Benefit Periods**

• (For Sickness, Injury, or Pre-Existing Conditions): The Insured Employee's Social Security Normal Retirement Age, or the Maximum Benefit Period shown below (whichever is later).

<b>Age Disability Begins</b>	Max. Benefit Period
Under Age 60	To Age 65
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 or older	12 months

• Groups in **restricted industries** will be offered a 2 year benefit with 180 day elimination. Please contact AmWINS Group Benefits, Inc. for more information on these industries.

#### **Benefit Offsets & Exclusions**

- LTD benefits will be reduced by retirement benefits, disability benefits received from worker's compensation, Social Security (both primary and secondary), compulsory disability plans and any other group disability income plan.
- Exclusions: This Policy will not cover any period of Total or Partial Disability:
  - 1. due to war, declared or undeclared, or any act of war;
  - 2. due to intentionally self-inflicted injuries;
  - 3. due to active Participation in a Riot;
  - 4. due to the Insured Employee's committing of or the attempting to commit a felony;
  - 5. during which the Insured Employee is incarcerated for the commission of a felony;
  - 6. during which the Insured Employee is not under the regular care of a Physician; or
  - 7. after the Insured Employee has resided outside the United States or Canada for more than 12 consecutive benefit months for purposes other than employment with the Employer.

## **Pre-Existing Conditions 12/6/24 (States may vary)**

- ♦ "Pre-Existing Condition" means a Sickness or Injury for which the Insured Employee received treatment or where symptoms were present to the degree that a person would seek treatment within 12 months prior to his/her effective date of coverage
- This plan will cover a disability if it is caused by, contributed by, or results from a pre-existing condition and the disability begins:
  - (a) after the insured has gone at least 6 consecutive months from his/her effective date of coverage without treatment for the pre-existing condition; or
  - (b) after being insured for 24 consecutive months from his/her effective date of coverage.
- Continuity of coverage provision applies to take-over business.



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