



Rogers Townsend & Thomas PC

Group Long Term Disability Insurance Benefit Outline

OneAmerica Employee Benefits

Class Description: All Full-Time Eligible Attorneys and Shareholders working a minimum of 35 hours per week

Monthly Benefit: 60% of an Employee's covered monthly earnings to a maximum of **\$10,000**; reduced by Other Income Benefits as outlined in the contract. (8)

Elimination Period: 90 days. This is the period of consecutive days of disability before benefit become payable. (2)

Definition of Earnings: W-2 Earnings with Plan Contributions. (2)

Maximum Benefit Duration: To the Employee's Social Security Full Retirement Age (SSFRA), if disabled prior to age 60. This is the length of time that an insured Employee may be entitled to benefits if continuously disabled as outlined in the contract. (1)

Minimum Monthly Benefit: The greater of 10% of the Gross Monthly Benefit or \$100.

Accumulation of Elimination Period: If disability ends during the elimination period and reoccurs, the time while the Insured is Disabled will be treated as continuous and a new elimination period will not be required, if the Insured satisfies the elimination period within **180** days. (8)

Mental & Nervous / Drug & Alcohol and Special Conditions Limitation: Benefit payments will be limited to **24** months cumulative for each of these limitations for treatment received on an outpatient basis. Benefit payments may be extended if the treatment for the disability is received while hospitalized or institutionalized in a facility licensed to provide care and treatment for the disability. (10, 11)

Partial Disability: A partial benefit may be paid when an Insured is unable to perform every material and substantial duty of his regular occupation on a full-time basis due to injury or sickness. However, he must be performing at least one of the material and substantial duties of his regular occupation, or another occupation, on a full or part-time basis, and earning less than 80% of his indexed pre-disability earnings due to the same injury or sickness. (8)

Return to Work Benefit: If it is determined the Insured can return to work on a part-time basis, a Monthly Benefit will be paid to supplement earnings for twelve (**12**) months. During the twelve month period there will be no offset against the Monthly Benefit from part-time earnings unless the Current Monthly Income combined with incomes from all other sources, including the Monthly Benefit, exceeds 100% of the pre-disability earnings. (8)

Pre-Existing Condition Exclusion: The pre-existing period is **12/12**. Benefits will not be paid if the Person's Disability begins in the first twelve (**12**) months of coverage; **and** the Disability is caused by, contributed to, or the result of a condition, whether or not that condition is diagnosed at all or is misdiagnosed, for which the Person received medical treatment, consultation, care or services, including diagnostic measures, or was prescribed medicines in the twelve (**12**) months just prior to the Individual's effective date of insurance.

If the pre-existing exclusion applies and the Employee was insured under the employer's prior long term disability plan on the day immediately prior to the date of this coverage and the Employee is Actively at Work on the effective date of this coverage, then continuity of coverage may apply. If the condition was excluded from the prior plan then no benefit will be paid. (9)

Maternity Coverage: Benefits will be paid the same as any other qualifying disability, subject to any applicable pre-existing condition exclusion; also excluding elective caesarian section delivery.

Recurrent Disability Provision: A recurrent disability is the direct result of the injury or sickness that caused a prior disability. This benefit allows payments to resume without satisfying a new elimination period if an Employee returns to active full-time work and has a recurrent disability within six (6) months of return to active work. (8)

Residual Benefit: The Residual Benefit allows the Elimination Period to be met whether the Insured is totally disabled, partially disabled or a combination of both. (8)

Survivor Benefit: Benefits may be paid to the Eligible Survivor when a disabled Insured dies while receiving a Monthly Benefit and the disability had continued **180** days. The lump sum benefit is equal to three (3) times the Insured's last Gross Monthly Benefit. (8)

Total Disability Definition: An Insured is considered Totally Disabled, if, because of an injury or sickness, he cannot perform the material and substantial duties of his Regular Occupation, is not working in any occupation and is under the regular care of physician.

Additional Enhancements in this Contract:

- Continuation of Personal Insurance during-**
 - Family Medical Leave Act (FMLA) (5B)**
 - A Temporary Lay Off or a Leave of Absence (5C)**
 - Leave of Absence for Active Military Service (5D)**

Accidental Dismemberment & Loss of Sight Benefit (8)

Exclusions and Limitations: This plan will not cover any disability resulting from war, declared or undeclared or any act of war; active participation in a riot; intentionally self-inflicted injuries; commission of an assault or felony. (9)