

**Marvell Semiconductor, Inc.**  
**January 1, 2021**



**DISCLAIMER**

**Sponsor:** Marvell Semiconductor, Inc.

**Policy Number(s):** GD/GF3-890-LF0383-01

**Date Provided:** February 18, 2021

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

**LINCOLN LIFE ASSURANCE COMPANY OF BOSTON**

**Marvell Semiconductor, Inc.**



## CERTIFICATE OF COVERAGE

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

**Sponsor:** Marvell Semiconductor, Inc.

**Plan Number:** GD/GF3-890-LF0383-01

**Effective Date:** January 1, 2021

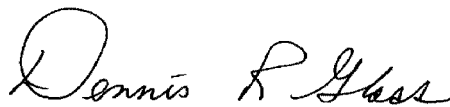
When this plan refers to "you" or "your" it means the Employee insured under this plan. This is your Disability Income certificate of coverage as long as you are eligible for insurance and remain insured.

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 at 100 Liberty Way, Suite 100, Dover, New Hampshire 03820-4695. You may call Lincoln's toll-free telephone number at 1-800-344-0197. Lincoln will assist you in any way we can to help you understand your benefits.

**If discussions with Lincoln, its agent or other representative, have failed to produce a satisfactory resolution to any problem, you may contact the California Insurance Department for assistance. Department of Consumer Services Division- 300 S. Spring Street, Los Angeles, CA 90013. Phone- 1-800-927-HELP.**

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.



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 30 regularly scheduled hours per week

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

Class 1: All full-time Employees, excluding Employees in California

**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.

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

Class 1: All full-time Employees participating in the Core Plan

Class 2: All full-time Employees electing the Buy-up Plan

**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 -  
None
2. If you begin employment for the Sponsor after the policy effective date -  
None

#### Are Employee Contributions Required?

Short Term Disability Benefits:

No\*

\* Premium is paid through a salary gross-up arrangement

Long Term Disability Benefits:

Applicable to Class 1

No

Applicable to Class 2

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 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 \$3,464.00 less Other Income Benefits and Other Income Earnings as outlined in Section 4. The Minimum Weekly Benefit is \$25.00.

#### What is the 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 51st 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 51st week of Disability for which a benefit is payable.

## **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. 360 days.

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

Applicable to Class 1:

60.00% of Basic Monthly Earnings not to exceed a Maximum Monthly Benefit of \$12,000.00 less Other Income Benefits and Other Income Earnings as outlined in Section 4.

Applicable to Class 2:

65.00% of Basic Monthly Earnings not to exceed a Maximum Monthly Benefit of \$20,000.00 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?**

Applicable to Class 1: \$20,000.00

Applicable to Class 2: \$30,769.23

#### **What is the Own Occupation Duration?**

12 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	Greater of SSNRA* or 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

\* SSNRA means the Social Security Normal Retirement Age as figured by the 1983 amendment to the Social Security Act and any subsequent amendments and provides:

<u>Year of Birth</u>	<u>Normal Retirement Age</u>
Before 1938	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943-1954	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
1960 and after	67

## 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)

**"Basic Monthly Earnings"** means your gross 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.

**"Basic Weekly Earnings"** means your gross 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.

**"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.

**"Disability"** or **"Disabled"**, with respect to Short Term Disability, means you, as a result of Injury or Sickness, are unable to perform with reasonable continuity the Material and Substantial Acts necessary to pursue your Own Job in the usual and customary way.

## SECTION 2 - DEFINITIONS

(Continued)

**"Disability" or "Disabled"**, with respect to Long Term Disability, means:

- i. that during the Elimination Period and the next 12 months of Disability you, as a result of Injury or Sickness, are unable to perform with reasonable continuity the Substantial and Material Acts necessary to pursue your Own Occupation in the usual and customary way; and
- ii. thereafter, you are unable to perform, with reasonable continuity, the Substantial and Material Acts of any occupation, meaning that as a result of sickness or injury you are unable to perform with reasonable continuity in any occupation in which you could reasonably be expected to perform satisfactorily in light of your age, education, training, experience, station in life, and physical and mental capacity.

## SECTION 2 - DEFINITIONS

(Continued)

**"Domestic Partner"** means an adult who has chosen to share their life in an intimate and committed relationship of mutual caring. A domestic partnership shall be established in California when both persons file a Declaration of Domestic Partnership with the Secretary of State pursuant to this division, and, at the time of filing, all of the following requirements are met:

1. Neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, dissolved, or adjudged a nullity.
2. The two persons are not related by blood in a way that would prevent them from being married to each other in this state.
3. Both persons are at least 18 years of age.
4. Either of the following:
  - a. Both persons are members of the same sex.
  - b. One or both of the persons meet the eligibility criteria under Title II of the Social Security Act as defined in Section 402(a) of Title 42 of the United States Code for old-age insurance benefits or Title XVI of the Social Security Act as defined in Section 1381 of Title 42 of the United States Code for aged individuals. Notwithstanding any other provision of this section, persons of opposite sexes may not constitute a domestic partnership unless one or both of the persons are over 62 years of age.
  - c. Both persons are capable of consenting to the domestic partnership.

**"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 Domestic Partner, 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"**, with respect to Short Term Disability, 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.

**"Elimination Period"**, with respect to Long Term Disability, 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 one hundred eighty 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.

## SECTION 2 - DEFINITIONS

(Continued)

**"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.

**"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.

Applicable to Long Term Disability Class 1, 2:

**"Family Status Change"** means any one of the following events that may occur:

1. your marriage or divorce;
2. your filing or rescinding of a Domestic Partner certification;
3. the birth of a child to you;
4. the adoption of a child by you;
5. the death of your spouse or Domestic Partner or child;
6. the commencement or termination of employment of your spouse or Domestic Partner;
7. the change from part-time employment to full-time employment by you or your spouse or Domestic Partner;
8. the change from full-time employment to part-time employment by you or your spouse or Domestic Partner;
9. the taking of unpaid leave of absence by you or your spouse or Domestic Partner.

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

**"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)

**"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.

**"Substantial and Material Acts"**, with respect to Short Term Disability, means acts that are normally required for the performance of your Own Job and cannot be reasonably omitted or modified.

**"Substantial and Material Acts"**, with respect to Long Term Disability, means acts that are normally required for the performance of your Own Occupation and cannot be reasonably omitted 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"**, with respect to Long Term Disability, means the monthly amount payable by Lincoln to you if you are Disabled or Partially Disabled.

**"Own Job"**, with respect to Short Term Disability, means your job that you were performing when your Disability or Partial Disability began.

**"Own Occupation"**, with respect to Long Term Disability, means your occupation that you were performing when your Disability or Partial Disability began.

## SECTION 2 - DEFINITIONS

(Continued)

**"Partial Disability" or "Partially Disabled"**, with respect to Short Term Disability, means you are not Totally Disabled and that while actually working in your Own Job, as a result of Injury or Sickness you are unable to earn 80% or more of your Basic Weekly Earnings.

**"Partial Disability" or "Partially Disabled"**, with respect to Long Term Disability, means you are not Totally Disabled and that while actually working in your Own Occupation, as a result of Injury or Sickness you are unable to earn 80% or more of your Indexed Basic Monthly 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 written proof covering the occurrence, the character and the extent of the loss for which the claim is made.

**"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 and derives from the same loss as benefits under this policy;
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 Disability, if the payment derives from the same loss as benefits under this policy 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 of the Sponsor 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.

**"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"**, with respect to Short Term Disability, means the weekly amount payable by Lincoln to you if you are Disabled or Partially Disabled.

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

**Applicable to Short Term Disability Class 1:**

### **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)

### **Applicable to Short Term Disability Class 1:**

#### **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**

**Applicable to Long Term Disability Class 1, 2:**

### **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, he will automatically be enrolled in the Core Plan. 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 subject to Evidence of Insurability.

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

(Continued)

**Applicable to Long Term Disability Class 1, 2:**

### **What Happens when You Experience a Family Status Change?**

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

1. a decrease in coverage;
2. an increase in coverage subject to Evidence of Insurability.

You must apply for the change in coverage within 31 Days of the date of the Family Status Change. Such change in coverage must be due to or consistent with the reason that the change in coverage was permitted. A change in coverage is consistent with a Family Status Change only if it is necessary or appropriate as the result of the Family Status Change.

### **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 non-contributory coverage on your Eligibility Date.
  - b. 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
  - c. 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 must submit an application and Evidence of Insurability to Lincoln for approval, at your expense. You will be insured on the date Lincoln gives its approval.

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

(Continued)

### **Applicable to Long Term Disability Class 1, 2:**

#### **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 later of these dates:

- a. the first day of the next policy anniversary; or
- b. the date Lincoln gives its approval, if you:
  - i. increase your coverage option; or
  - ii. terminated your insurance while continuing to be eligible.

In the case of i. and ii. above, you must submit an application and Evidence of Insurability to Lincoln for approval. This will be at your expense.

3. For Coverage Applied for Due to a Family Status Change

You will be insured for the selected coverage on the later of the following dates, provided you apply for or enroll for the change in coverage before the end of the 31st Day following the Family Status Change:

- a. the date of the Family Status Change;
- b. the date you apply or enroll for the change in coverage; or
- c. the date Lincoln gives its approval, if you:
  - i. increase you coverage option; or
  - ii. terminated your insurance while continuing to be eligible.

In the case of i. and ii. above, you must submit an application and Evidence of Insurability to Lincoln for approval. This will be at your expense.

#### **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?**

Applicable to Long Term Disability Class 1, 2:

If you are a former Employee and you are re-hired by the Sponsor within 30 days of your termination date:

1. all past periods of Active Employment with the Sponsor will be used in determining your Eligibility Date; and
2. if you are re-hired by the Sponsor you will be insured for the same coverage that was in effect for you on the date your employment terminated and no change in that coverage may be made during the rest of that plan year, unless you experience a Family Status Change. You may make changes in your coverage options at the next Annual Enrollment Period.

If you are a former Employee and you are re-hired by the Sponsor more than 30 days after your termination date, you are considered to be a new Employee when determining your Eligibility Date.

Applicable to Short Term Disability Class 1:

If you are a former Employee and are re-hired by the Sponsor within 30 days 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 30 days 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 the month in which the leave of absence 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**

Applicable to Long Term Disability Class 1, 2:

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**

#### **Disability Benefit**

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

When Lincoln receives Proof that you are Disabled due to Injury or Sickness, Lincoln will pay you a Weekly Benefit after the end of the Elimination Period, subject to any other provisions of this plan. The Proof must be given at your expense.

For purposes of determining Disability, the Injury or Sickness 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.

#### **How is the Amount of Your Disability Weekly Benefit Figured?**

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, you will receive a loss of earnings Weekly Benefit, subject to any other provisions of this plan. The Proof must be given at your expense. 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 less than 80% of your Basic Weekly Earnings.

For purposes of determining Partial Disability, the Injury or Sickness 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, under the Heading titled, "Amounts of Insurance", 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**

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

##### **Other Income Benefits means:**

1. The amount that you receive which is paid to you in compensation for the same Disability and loss of income covered by this certificate under:
  - a. any governmental program or coverage required or provided by statute (including any amount attributable to your family).
2. any amount of Disability Benefits under the United States Social Security Act, the Canada Pension Policy, the Quebec Pension Plan, or any similar plan or act, which:
  - a. the Covered Person receives which is paid to the Covered Person in compensation for the same Disability and loss of income covered by this policy; and
  - b. your dependent spouse, dependent child or dependent children receives because of such Disability.
3. any amount you receive from or on behalf of a third party for loss of time benefits as a result of injury caused or contributed to by the third party, not including attorney's fees paid by the claimant.

##### **Other Income Earnings means:**

1. any amount you receive from any formal or informal sick leave or salary continuation plan(s);
2. the amount of earnings you earn or receive from any form of employment for which you become employed after your Disability or Partial Disability began.

## **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 judgment which are paid to you in a lump sum and meant to compensate you for loss of past or future wages 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.

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

(Continued)

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

#### **When will Your Disability Benefit be Discontinued?**

The Weekly Benefit will cease on the earliest of:

1. the date you unreasonably refuse to be examined at reasonable intervals;
2. 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.

3. the date you are no longer Disabled according to this plan;
4. the end of the Maximum Benefit Period; or
5. 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 fourteen continuous days;  
and
2. perform all the Material and Substantial Acts 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 fourteen continuous days 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 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, Lincoln will pay you a Monthly Benefit after the end of the Elimination Period, subject to any other provisions of this plan. The Proof must be given at your expense.

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 plan), from this amount.

The Monthly Benefit payable will not be less than the Minimum Monthly Benefit shown in the Schedule of Benefits

## **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, you will receive a Monthly Benefit, subject to any other provisions of this plan. The Proof must be given at your expense.

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 less than 80% of your Basic Monthly Earnings.

For purposes of determining Partial Disability, the Injury or Sickness 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 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, under the Heading titled, "Amounts of Insurance", 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 the current annual percentage increase in the Consumer Price Index.

The Monthly Benefit payable will not be less than the Minimum Monthly Benefit shown in the Schedule of Benefits.

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

(Continued)

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

#### **Mental Illness**

##### **What Limitations will Apply for Mental Illness?**

The benefit for Disability due to Mental Illness will not exceed a period of 24 months of Monthly Benefit payments while you are insured under this plan.

If you are in a Hospital or Institution for Mental Illness at the end of the period of 24 months, the Monthly Benefit will be paid during the confinement.

If you are not confined in a Hospital or Institution for Mental Illness, 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 period of 36 months from the date of Disability.

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)**

#### **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 360 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)**

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

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

##### **Other Income Benefits means:**

1. The amount that you receive which is paid to you in compensation for the same Disability and loss of income covered under this certificate under:
  - a. any benefit paid under temporary disability benefit under Workers Compensation;
  - b. Occupational Disease Law;
  - c. Title 46, United States Code Section 688 (The Jones Act);
  - d. any governmental compulsory benefit act or law; or
  - e. any other act or law of like intent.
2. The amount of Disability Retirement Benefits you receive which is paid to you in compensation for the same Disability and loss of income covered under this certificate.
3. the amount of Disability 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 which is paid to you in compensation for the same Disability and loss of income covered under this certificate; or
  - b. your dependent spouse, dependent child or dependent children receive because of such Disability
4. Any amount the Covered Person receives from or on behalf of a third party for loss of time benefits as a result of injury caused or contributed to by the third party, not including attorney's fees paid by the claimant.

##### **Other Income Earnings means:**

1. any amount you receive from any formal or informal sick leave or salary continuation plan(s); and
2. the amount of earnings you earn or receive from any form of employment for which you become employed after your Disability or Partial Disability began.

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

(Continued)

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

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

Lincoln may offer help to 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 offered 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 judgment which are paid to you in a lump sum and are meant to compensate you for loss of past or future wages 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.

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

(Continued)

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

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

The Monthly Benefit will cease on the earliest of:

1. the date you unreasonably refuse to be examined or evaluated at reasonable intervals;
2. the date your current Partial Disability earnings exceed 80% of your Basic Monthly Earnings;

Because your current earnings may fluctuate, Lincoln may average earnings over three consecutive months rather than immediately terminating your benefit once 80% of Indexed Basic Monthly Earnings has been exceeded.

3. the date you are no longer Disabled according to this plan;
4. the end of the Maximum Benefit Period; or
5. 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 Substantial and Material Acts 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 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;
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 paid during any period of incarceration after the conviction of a crime.

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 Sickness or Injury when a benefit is paid 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)

### **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 substantially contributed to by, or results from a Pre-Existing Condition or medical or surgical treatment of 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 physical or mental condition whether diagnosed or undiagnosed, resulting from an Injury or Sickness for which you received Physician's advice or 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 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:
  - a. the Elimination Period; and
  - b. any period during which premium is being waived.
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**

### **Entire Contract; Changes**

This policy, the application of the employer, and the individual applications, if any, of the employees constitute the entire contract between the parties, and any statement made by the employer or by any employee shall, in the absence of fraud, be deemed a representation and not a warranty. No such statement shall (avoid the insurance or reduce the benefits under this policy or) be used in defense to a claim hereunder unless it is contained in a written application, nor shall any such statement of the employer, except a fraudulent misstatement, be used at all to void this policy after it has been in force for two years from the date of its issue, nor shall any such statement of any employee eligible for coverage under the policy, except a fraudulent misstatement, be used at all in defense to a claim for loss incurred or Disability or Partial Disability (as defined in the policy) commencing after the insurance coverage with respect to which claim is made has been in effect for two years from the date it became effective.

No change in this policy shall be valid unless approved by an executive officer of the insurer and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this policy or to waive any of its provisions.

### **Time Limit on Certain Defenses**

(a) After two years from the date of issue of this policy, no misstatements, except fraudulent misstatements, made by the applicant in the application for such policy shall be used to void the policy or to deny a claim for loss incurred or Disability (as defined in the policy) commencing after the expiration of such two-year period. (b) No claim for loss incurred or Disability (as defined in the policy) commencing after two years from the date of issue of this policy shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss had existed prior to the effective date of coverage of this policy.

### **Grace Period**

A grace period of 31 days will be granted for the payment of premiums accruing after the first premium, during which grace period the policy shall continue in force, but the employer shall be liable to the insurer for the payment of the premium accruing for the period the policy continues in force.

### **Notice of Claim**

Written notice of claim must be given to the insurer within 20 days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible. Subject to the qualifications set forth below, if the insured suffers loss of time on account of Disability for which indemnity may be payable for at least two years, the insured shall at least once in every six months after having given notice of claim, give to the insurer notice of continuance of said Disability, except in the event of legal incapacity. The period of six months following any filing of proof by the insured or any payment by the insurer on account of such claim or any denial of liability in whole or in part by the insurer shall be excluded in applying this provision. Delay in giving of such notice shall not impair the insured's right to any indemnity which would otherwise have accrued during the period of six months preceding the date on which such notice is actually given.

## **SECTION 7 - GENERAL PROVISIONS**

(Continued)

### **Claims Forms**

The insurer, upon receipt of a written notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting, within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

### **Proofs of Loss**

Written proof of loss must be furnished to the insurer, in the case of claim for loss for Short Term or Long Term Disability benefits, within 90 days after the termination of the period for which the insurer is liable, and in case of claim for any other loss, within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the employee, later than one year from the time proof is otherwise required.

### **Time of Payment of Claim**

Indemnities payable under this policy for any loss other than Short Term or Long Term Disability benefits will be paid as they accrue immediately upon receipt of due written proof of such loss. Subject to due written proof of such loss, all accrued indemnity for Short Term and Long Term Disability benefits will be paid Weekly or Monthly to the insured employee and any balance remaining unpaid upon the termination of the period of liability will be paid immediately upon receipt of due written proof.

### **Payment of Claims**

If any indemnity of this policy shall be payable to the estate of the insured employee or employee who is a minor or otherwise not competent to give a valid release, the insurer may pay such indemnity up to an amount not exceeding \$1,000 to any relative by blood or connection by marriage of the insured employee who is deemed by the insurer to be equitable entitled thereto. Any payment made by the insurer in good faith pursuant to this provision shall fully discharge the insurer to the extent of such payment.

### **Physical Examination and autopsy**

The insurer at its own expense shall have the right and opportunity to examine the person of any individual whose injury or sickness is the basis of claim when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

### **Legal Actions**

No action at law or in equity shall be brought to recover on this policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

## **SECTION 7 - GENERAL PROVISIONS**

(Continued)

### **Misstatement of Age**

If the age of any individual covered under this policy has been misstated, the amount payable shall be such as the premium paid for the coverage of such individual would have purchased at the correct age.

### **Conformity with state statutes**

Any provision of this policy which, on its effective date, is in conflict with the statutes of the state in which the insured resides on such date is hereby amended to conform to the minimum requirements of such statutes.

**LINCOLN LIFE ASSURANCE COMPANY OF BOSTON**  
(Lincoln)

**AMENDATORY RIDER 1**  
to be attached to and made a part of  
the Certificate for Group Policy No. GD/GF3-890-LF0383-01

**Marvell Semiconductor, Inc.**  
(Sponsor)

Effective date of this Rider: January 1, 2021

This rider amends the definition of Domestic Partner under Section 2 - Definitions of the above-captioned policy:

**Section 2 - Definitions**

**"Domestic Partner"** means an adult who has chosen to share their life in an intimate and committed relationship of mutual caring. A domestic partnership shall be established in California when both persons file a Declaration of Domestic Partnership with the Secretary of State pursuant to Division 2.5 of the California Family Code, and, at the time of filing, all of the following requirements are met:

1. neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, dissolved, or adjudged a nullity;
2. the two persons are not related by blood in a way that would prevent them from being married to each other in this state;
3. both persons are at least 18 years of age and are capable of consenting to the domestic partnership.

In all other respects, the certificate remains the same.

Signed at Lincoln's Home Office, 100 Liberty Way, Suite 100, Dover, New Hampshire, 03820-4695.



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Officer of the Company

## SUMMARY PLAN DESCRIPTION

Name of Plan: Marvell Semiconductor Medical Plan

Plan benefits are provided under the terms of the Group Disability Income Policy No. GD/GF3-890-LF0383-01 hereinafter referred to as "the policy", issued by Lincoln Life Assurance Company of Boston, hereinafter referred to as "Lincoln," to the Employer hereinafter referred to as "Sponsor".

Participants Included: See Schedule of Benefits

Name and Address of Sponsor:

Marvell Semiconductor, Inc.  
5488 Marvell Lane  
Santa Clara, CA 95054-3606

Who Pays For the Plan: Premiums are paid by the Sponsor.

The cost of the Plan is funded by both Employer and Employee contributions.

Plan Identification Number:

- a. Sponsor IRS Identification No.: 77-0398669
- b. Plan No.: 501

Type of Plan: Group Disability Income

Plan Year: January 1st - December 31st

Plan Administrator, Name, Address and Telephone No:

Marvell Semiconductor, Inc.  
5488 Marvell Lane  
Santa Clara, CA 95054-3606  
(408) 335-3370

Agent for Service of Legal Process on the Plan:

Same as above

Type of Administration: Insurer Administration

Funding Arrangement of the Plan: Benefits of the Plan are insured.

## SUMMARY PLAN DESCRIPTION

(Continued)

### **Amendment of the Sponsor's Plan:**

The Plan Sponsor reserves the right to modify, amend or terminate in whole or in part, any or all provisions of the Plan. Amendments to the Plan are to be made by a written resolution adopted in accordance with the established procedures of the Board of Directors. Amendments may be adopted with retroactive effect to the extent permitted by ERISA and the Code.

### **Amendment of Lincoln's Policy:**

The policy may be changed in whole or in part by mutual agreement of the Sponsor and Lincoln. Only an Officer of Lincoln can approve a change. The approval must be in writing and endorsed on or attached to the policy. No consent of any participant or any other person referred to in the policy(ies) shall be required to modify, amend, or change the policy(ies).

NOTE: If you cease active employment, see your benefits administrator to determine what arrangements, if any, may be made to continue your coverage beyond the date you cease active employment.

### **When May The Policy Terminate?**

1. If the Sponsor fails to pay any premium within the grace period, the policy will automatically terminate at 12:00 midnight of the last day of the grace period. The "grace period" is the 31 days following a premium due date during which premium payment may be paid.
2. The Sponsor may terminate the policy by advance written notice delivered to Lincoln at least 31 days prior to the termination date. But the policy will not terminate during any period for which premium has been paid.
3. Lincoln may terminate the policy on any premium due date by giving written notice to the Sponsor at least 31 days in advance if:
  - a. The number of employees insured is less than 10;

Applicable to Short Term Disability:

- b. less than 100% of the Employees eligible for any non-contributory insurance are insured for it; or
- c. the Sponsor fails:
  - i. to furnish promptly any information which Lincoln may reasonably require; or
  - ii. to perform any other obligations pertaining to this policy.

Applicable to Long Term Disability:

- b. less than 100% of the Employees eligible for any non-contributory insurance are insured for it; or
  - c. less than 25.00% of the Employees eligible for any contributory insurance are insured for it; or
  - d. the Sponsor fails:
    - i. to furnish promptly any information which Lincoln may reasonably require; or
    - ii. to perform any other obligations pertaining to this policy.
4. Termination may take effect on any earlier date when both the Sponsor and Lincoln agree.

No consent of any participant or any other person referred to in the policy(ies) shall be required to terminate the policy(ies).

## **SUMMARY PLAN DESCRIPTION**

(Continued)

### **Termination of Coverage Option(s)**

#### **Participation Requirements**

Lincoln may terminate coverage or any coverage option afforded hereunder on any premium due date by giving written notice to the Sponsor at least 31 days in advance:

1. if the overall participation for all coverage options falls below 25.00% of the Employees eligible for benefits under this policy; and
2. if less than 25.00% of the Employees eligible for each coverage option are insured for it.

Termination may take effect on an earlier date if agreed to by the Sponsor and Lincoln.

#### **What Are Your Rights In The Event Of Policy Termination?**

Termination of the policy under any conditions will not prejudice any payable claim which occurs while the policy is in force.

#### **What Are Your Rights Under ERISA?**

1. As a participant in this Plan, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:
  - a. Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
  - b. Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
  - c. Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
2. In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit Plan.
3. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.
4. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.
5. If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.
6. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan

Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

## SUMMARY PLAN DESCRIPTION

(Continued)

### What Are Your Rights Under ERISA? (Continued)

7. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees if, for example, it finds your claim is frivolous.
8. If you have any questions about your Plan, you should contact the Plan Administrator.
9. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

### What is the Time Frame For Claim Decisions?

If your claim is denied, Lincoln will notify you of the adverse decision within a reasonable period of time, but not later than 45 days after receiving the claim. This 45-day period may be extended for up to 30 days, if Lincoln: (1) determines the extension is necessary because of matters beyond the Plan's control, and (2) notifies you, before the end of the 45-day period, why the extension is needed and the expected decision date. If, before the end of the first 30-day extension, Lincoln determines, due to matters beyond the Plan's control, a decision cannot be rendered within that extension period, the determination period may be extended for up to an additional 30 days, provided Lincoln notifies you, before the end of the first 30-day extension period, why the extension is needed and the expected decision date.

The notice of extension shall explain: (1) the standards on which benefit entitlement is based, (2) the unresolved issues that prevent a claim decision, and (3) the additional information needed. You have at least 45 days to provide the information.

The claim determination time frames begin when a claim is filed, without regard to whether all the information necessary to make a claim determination accompanies the filing.

If an extension is necessary because you failed to submit necessary information, the days from the date Lincoln sends you the extension notice until you respond to the request for additional information are not counted as part of the claim determination period.

## **SUMMARY PLAN DESCRIPTION**

(Continued)

### **What If Your Claim Is Denied?**

Lincoln's notice of denial shall include:

1. The specific reason or reasons for denial with reference to those specific Plan provisions on which the denial is based;
2. A description of any additional material or information necessary to perfect the claim and an explanation of why that material or information is necessary;
3. A description of the Plan's appeal procedures and time frames, including a statement of the claimant's right to bring a civil action under ERISA following an adverse decision on appeal;
4. Either the specific internal rules, guidelines, protocols, standard or other similar criteria of the Plan relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist;
5. If the adverse decision was based on a medical necessity, experimental treatment, or similar exclusion or limit, an explanation of the scientific or clinical judgment for the adverse decision, or a statement that such explanation will be provided free of charge upon request;
6. If applicable, the reason for not following the views of the treating professional, medical or vocational experts, or a disability determination by the Social Security Administration;
7. A statement that you are entitled, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to your claim; and
8. Notice in a culturally and linguistically appropriate manner.

### **What Do You Do To Appeal A Claim Denial?**

You, or your authorized representative, may appeal a denied claim within 180 days after you receive Lincoln's notice of denial. You have the right to:

1. Submit to Lincoln, for review, written comments, documents, records, and other information relating to the claim;
2. Request, free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim;
3. A review that takes into account all comments, documents, records, and other information submitted by you, without regard to whether such information was submitted or considered in the initial claim decision;
4. A review that does not afford deference to the initial adverse decision and which is conducted neither by the individual who made the adverse decision nor the person's subordinate;
5. If the appeal involves an adverse decision based on medical judgment, a review of your claim by a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment, and who was neither consulted in connection with the adverse decision nor the subordinate of any such individual;
6. The identification of medical or vocational experts, if any, consulted in connection with the claim denial, without regard to whether the advice was relied upon in making the decision; and

7. A review and reasonable opportunity to respond to any new or additional evidence considered, relied upon, or generated, or any new or additional rationale in support of an adverse decision, before an adverse decision is rendered.

## SUMMARY PLAN DESCRIPTION

(Continued)

### What Do You Do To Appeal A Claim Denial? (Continued)

Lincoln will make a full and fair review of your appeal and may require additional documents as it deems necessary in making such a review. A final decision on the review will be made within a reasonable period of time but not later than 45 days following receipt of the written request for review unless Lincoln determines that special circumstances require an extension. In such case, a written notice will be sent to you before the end of the initial 45-day period. The extension notice shall indicate the special circumstances and the date by which Lincoln expects to render the appeal decision. The extension cannot exceed a period of 45 days from the end of the initial period.

The appeal time frames begin when an appeal is filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing.

If an extension is necessary because you failed to submit necessary information, the days from the date of the extension notice until you respond to the request for additional information are not counted as part of the appeal determination period.

Lincoln's notice of denial shall include:

1. The specific reason or reasons for denial with reference to those Plan provisions on which the denial is based;
2. A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of all documents, records, and other information relevant to your claim;
3. A statement describing any voluntary appeal procedures offered by Lincoln and your right to obtain the information about such procedures, and a statement of your right to bring an action under ERISA, including any applicable contractual limitations period that applies to your right to bring such an action and the calendar date on which the contractual limitations period expires;
4. Either the specific internal rules, guidelines, protocols, standard or other similar criteria of the Plan relied upon in making the adverse decision or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist;
5. If the adverse decision was based on a medical necessity, experimental treatment, or similar exclusion or limit, an explanation of the scientific or clinical judgment for the adverse decision, or a statement that such explanation will be provided free of charge upon request;
6. If applicable, the reason for not following the views of the treating professional, medical or vocational experts, or a disability determination by the Social Security Administration; and
7. Notice in a culturally and linguistically appropriate manner.

You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency.



## Lincoln Financial Group® Privacy Practices Notice

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 Financial Distributors, Inc.  
Lincoln Financial Group Trust Company  
Lincoln Investment Advisors Corporation

Lincoln Life & Annuity Company of New York  
Lincoln Life Assurance Company of Boston  
Lincoln Retirement Services Company, LLC  
Lincoln Variable Insurance Products Trust  
The Lincoln National Life Insurance Company