



EQUITABLE



# Long-Term Disability Benefit Summary

KinKaid Civil Construction, LLC

Effective Date: March 01, 2023

Policy Number: 015297

**Class Definition:** Class 1: All Active Full Time Employees Excluding Owners and VP working at least 30 hours per week

### Long-term disability benefits can replace income in challenging times

Even with careful saving and planning, most people count on a steady paycheck to cover their monthly expenses. Unfortunately, it only takes a brief time away from work to upset the balance. You can help protect the income you depend on with disability insurance. Whether you need to take time off to recover from an illness or injury, disability insurance can provide a portion of lost income for a period of time, helping alleviate the financial hardship and cover regular expenses-from paying rent to buying groceries.

### What your benefits cover:

Benefit Plan and Features	Benefit Amount
Monthly Benefit <sup>2</sup>	60% of pre-disability earnings <sup>1</sup>
Maximum Monthly Benefit <sup>2</sup>	\$6,000
Minimum Monthly Benefit	Greater of \$100 or 10% of Gross benefit
Elimination Period <sup>3</sup>	90 days
Maximum Benefit Duration	ADEA1 with SSNRA



<sup>1</sup>**Pre-disability Earnings** means Your regular monthly rate of pay from Your Employer in effect on the date immediately prior to the date You became Disabled. Pre-disability Earnings includes any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan or flexible spending account and does not include commissions, bonuses, tips and tokens, overtime pay or any other fringe benefits or extra compensation.

<sup>2</sup>Reduced by other income benefits

<sup>3</sup>Time must be continuous

### More about your Long-Term Disability coverage

If you start working for your employer after the effective date - the waiting period is determined by your Employer's personnel policy.

An Employee who is employed on the effective date of the policy will receive credit towards satisfying the waiting period for time employed with the employer provided he or she was employed on the day prior to the effective date of the policy.

### The following benefits are available:

#### Return to Work Benefit

If You remain Disabled after the Elimination Period, but work while You are Disabled, We will determine Your Monthly Benefit for a period of up to 12 consecutive months as follows:

1. multiply Your Pre-Disability Earnings by the Benefit Percentage;
2. compare the result with the Maximum Benefit; and
3. from the lesser amount, deduct Other Income Benefits.

The result is Your Monthly Benefit. Current Monthly Earnings will not be used to reduce Your Monthly Benefit. However, if the sum of Your Monthly Benefit and Your Current Monthly Earnings exceeds 100% of Your Pre-disability Earnings, We will reduce Your Monthly Benefit by the amount of excess.

The 12 consecutive month period will start on the last to occur of:

1. the day You first start work; or
2. the end of the Elimination Period.

#### Family Care Deduction Benefit

If you are working as part of a program of rehabilitation, we will, for the purpose of calculating your benefit, deduct the cost of family care from income received from rehabilitative employment, subject to the following limitations:

1. family care means the care or supervision of:
  - your children under age 13; or
  - a member of your household who is mentally or physically handicapped and dependent upon you for support and maintenance;
2. the maximum monthly deduction allowed for each qualifying child or family member is:
  - \$350 during the first 12 months of rehabilitative employment; and
  - \$175 thereafter;but in no event may the deduction exceed the amount of your monthly earnings;
3. family care deductions may not exceed a total of \$2,500;
4. the deduction will be reduced proportionally for periods of less than a month;
5. the charges for family care must be documented by a receipt from the caregiver;
6. the deduction will cease on the first to occur of the following:
  - you are no longer working as part of a program of rehabilitation; or
  - family care deductions for 24 months have been deducted during your disability; and
7. no family care provided by someone related to the family member receiving the care will be eligible as a deduction under this provision.

**Survivor Income Benefit** An amount equal to three times the last monthly benefit amount for total disability paid.

**Workplace Modification Benefit:**

We will reimburse Your Employer for the expenses of reasonable Workplace Modifications to accommodate Your Disability and enable You to return to work as an Active Employee. You qualify for this benefit if:

1. Your Disability is covered by The Policy;
2. the Employer agrees to make modifications to the workplace in order to reasonably accommodate Your return to work and the performance of the Essential Duties of your job; and
3. We approve, in writing, any proposed Workplace Modifications.

Benefits paid for such Workplace Modifications shall not exceed the amount of the Maximum Monthly Benefit.

We have the right, at Our expense, to have You examined or evaluated by:

1. a Physician or other health care professional; or
2. a vocational expert or rehabilitation specialist; at Our choice so that We may evaluate the appropriateness of any proposed Workplace Modification.

We will reimburse the Employer's costs for approved Workplace Modifications after:

1. the proposed modifications made on Your behalf are complete;
2. We have been provided written proof of the expenses incurred to provide such modifications; and
3. You have returned to work as an Active Employee.

**Workplace Modification** means change in Your work environment, or in the way a job is performed, to allow You to perform, while Disabled, the Essential Duties of Your job. Payment of this benefit will not reduce or deny any other benefit You are eligible to receive under the terms of The Policy.

### Manage Your Benefits

Go to [www.equitable.com/employeebenefits](http://www.equitable.com/employeebenefits) and log on to **EB360**<sup>®</sup> to view your account details.

If you have any questions, please don't hesitate to contact us at 1-866-274-9887.

We look forward to helping you manage your benefits with confidence and ease.

### What is not covered?

Exclusions: What disabilities are not covered?

We will not pay a benefit for any disability:

1. unless you are under the regular care of a physician;
2. that is caused or contributed to by war or act of war, whether declared or not;
3. caused by your commission of or attempt to commit a felony;
4. caused or contributed to by your being engaged in an illegal occupation;
5. caused or contributed to by an intentionally self-inflicted injury.

If you are receiving or are eligible for benefits for a disability under a prior disability plan that:

1. was sponsored by your employer and
2. was terminated before the effective date of the policy;

no benefits will be payable for that disability under the policy.

### **Pre-existing Condition Limitation:** *Are benefits limited for Pre-existing Conditions?*

We will not pay any benefit, or any increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to, by a Pre-existing Condition, unless, at the time You become Disabled, You have been continuously covered under The Policy for 12 months.

**Pre-existing Condition** means:

1. any accidental bodily injury, sickness, Mental Illness, pregnancy, or episode of Substance Abuse; or
2. any manifestations, symptoms, findings, or aggravations related to or resulting from such accidental bodily injury, sickness, Mental Illness, pregnancy, or Substance Abuse, for which you received Medical Care during the 3 consecutive month period that ends the day before:
  1. your effective date of coverage; or
  2. the effective date of a Change in Coverage.

**Medical Care** is received when a Physician or other health care provider:

1. is consulted or gives medical advice; or
2. recommends, prescribes, or provides Treatment.

**Treatment** includes, but is not limited to:

1. medical examinations, tests, attendance or observation; and
2. use of drugs, medicines, medical services, supplies or equipment.

These products only provide disability income insurance. THESE POLICIES ARE NOT MEDICARE SUPPLEMENT PLANS. They do NOT provide basic hospital, basic medical or major medical insurance as defined by the New York State Department of Financial Services. The policies have limitations and exclusions. Optional riders and/or features may incur additional costs. Plan documents are the final arbiter of coverage.

Policy Form/Contract AXEBP15DI; MOEBP15DI and State Variations.

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