Disability Plan

February 2023

Building a better working world

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Introduction

The EY Disability Plan provides salary continuation if you are a salaried (not hourly) staff member and become disabled and are unable to work because of a medically certified illness or injury. The Program includes two plans:

- The Short-Term Disability Plan provides benefits of up to 100% of your base salary.
- The Long-Term Disability Plan provides benefits of 60% or 70% (based on your election) of your base salary (subject to plan maximums), beginning with the first day following five months of continuous disability.

EY pays the entire cost of the Short-Term Disability Plan. You have the option to pay for your Long-Term Disability Plan premiums each year or have the firm pay for your premium.

The EY Disability Plan provides basic protection for you and your family from unexpected financial hardship. The Short-Term Disability Plan is self-insured by the firm and administered by Lincoln Financial Group. The Long-Term Disability Plan is underwritten and insured by Lincoln Financial Group. Additional information about the benefits provided under the Long-Term Disability Plan is contained in the insurance contract Ernst & Young U.S. LLP has with Lincoln Financial Group. In the event of any inconsistency between this Summary Plan Description and the Long-Term Disability Plan, the terms of the actual plan/insurance contract shall govern.

Any questions should be directed to Lincoln Financial Group at +1 844 814 6912.

This booklet summarizes the benefits available to staff members of Ernst & Young U.S. LLP (the firm), its participating joint ventures, participating affiliates and participating subsidiaries under the Disability Program (the Program). Non-US subsidiaries of participating joint ventures, participating affiliates or participating subsidiaries (and their respective employees and partners) are not eligible to participate in the Plan unless they are specifically designated as participating joint ventures, participating affiliates or participating subsidiaries of Ernst & Young U.S. LLP. The term “staff members” in this booklet refers to all personnel excluding interns, temporary staff, hourly staff, independent contractors, persons who perform services for the firm but are paid by an unrelated company and partners/principals.

Staff members and beneficiaries may receive, upon written request to Total Rewards–Benefits, information as to whether a particular subsidiary participates in the Program and, if so, the address of that employer.

All references to EY in the document are to Ernst & Young U.S. LLP.

While the firm intends to continue the Program, the firm reserves the right to amend or terminate the Program at any time without prior notice, in any manner, and with respect to any class of individual.

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Short-term disability plan benefits

Definition

A short-term disability may extend for up to five months for a medically certified absence from work because of illness or injury. You are considered disabled if Lincoln Financial Group determines that you are disabled, you are under the regular care of a licensed physician and are unable to perform the material and substantial duties of your regular occupation due to your illness or injury.

Absences of more than five days for a like condition within a 14-day period from the initial onset will be considered eligible for short-term disability. Absences of five or fewer business days for illness or injury are defined as casual illness and are not covered under the EY Short-Term Disability Plan.

Benefit amount

Your benefit payment amount under the Short-Term Disability Plan is up to three months at 100% of salary (not hourly) and up to two additional months at 60% of salary (not hourly), after meeting the eligibility effective date requirements of the plan (page 7).

When benefits are payable

Short-term disability benefits start on the day your disability begins, as certified by your attending physician and if approved by Lincoln Financial Group. You must call Lincoln Financial Group at +1 844 814 6912 to report your disability. You must also provide your treating physician with a signed authorization. This authorization form is available through the Leave Management Team at +1 201 872 5885. Please refer to the section entitled “How to file a claim” found on page 9 for more information.

Short-term disability benefit payments will be made at regular pay intervals. No payments will be made beyond the time Lincoln Financial Group certifies you as able to return to work.

You may request an extended leave of absence beyond the time medically required for your disability. If granted, however, that time will be without pay. If an extension is granted, you will be considered to be on an unpaid leave of absence and not eligible to participate in the Disability Program. Leaves of absence are covered under a separate EY policy.

If your disability extends through the end of five months of disability, you may qualify for the EY Long-Term Disability Plan, which is explained later in this booklet.

How other benefits are affected

During a short-term disability leave, you may continue to participate in the other plans offered under the EY Flexible Benefits Program with the exception of the Business Travel Accident Insurance Plan. Your share of premium costs for the other benefit coverages will be the same as if you were actively at work.

Coordination with benefits from other sources

EY Short-Term Disability Plan payments are reduced by disability benefits payments received as a result of state-mandated plans or benefits (i.e., state disability or workers’ compensation benefits). In all cases where the EY Short-Term Disability Plan benefit payments are greater, the greater amount will be paid. If EY benefit payments expire before state-mandated benefits, state disability plan benefit payments will continue as mandated.

In addition, the firm is entitled to recoup any benefits received by compromise settlement or other method resulting from a claim for lost earnings.

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Long-term disability plan benefits

Definition

You are considered disabled if Lincoln Financial Group determines that you are disabled. You must be under the regular care of a licensed physician and unable to perform the material and substantial duties of your own occupation due to your illness or injury with a 20% or more loss in your indexed monthly earnings due to the same illness or injury. Own occupation means the occupation that you were performing when your disability or partial disability began.

After long-term disability benefits have been paid for 24 months, you are disabled when Lincoln Financial Group determines that, due to the same illness or injury, you are unable to perform, with reasonable continuity, the material and substantial duties of any occupation.

Any occupation means any occupation that you are or become reasonably fitted to perform by training, education, experience, age, physical and mental capacity.

If, at any time, you are able to return to work on a limited basis and are under the regular care and attendance of your physician and if approved by Lincoln Financial Group, your long-term disability benefit payments will not necessarily cease. Work earnings from your employment will be used as an offset to your long-term disability benefit payments. This provision is described on page 4.

Some disabilities may not be covered or may have limited coverage. The exclusions and limitations are described on page 5.

Benefit amount

If you are a salaried staff member (not hourly), your monthly benefit payment under the EY Long-Term Disability Plan is 60% of your base monthly salary, as of the first day following five months of continuous disability. Base monthly salary is your gross pay, excluding overtime and bonuses. Your long-term disability benefit payments will be no less than the greater of $100 per month or 10% of your long-term disability monthly benefit amount before reductions for benefit offsets (as described under “Coordination with benefits from other sources”) and will not exceed $10,000 per month. Benefits will be paid at the end of each month by the firm’s insurance carrier, Lincoln Financial Group.

Optional buy-up coverage

The firm makes available the option of increasing your monthly Long-Term Disability Plan benefit amount an additional 10% of your base salary to 70% of your base monthly salary. Base monthly salary is your gross pay, excluding any hourly pay, overtime and bonuses. The maximum monthly benefit under the 70% buy-up option is $20,000 for staff and $25,000 for executive directors and directors before reductions for benefit offsets (as described under “Coordination with benefits from other sources”). Coverage is provided by the firm’s insurance carrier, Lincoln Financial Group. Premiums for this plan are paid by you.

When benefits are payable

Long-term disability benefit payments are provided if Lincoln Financial Group determines that you are disabled as of the first day following five months of continuous disability. Long-term disability benefit payments continue until reaching the maximum duration of benefits as defined on page 4 as long as you remain disabled as determined by Lincoln Financial Group.

Coordination with benefits from other sources

Your EY long-term disability benefit payments will be offset or reduced by the following benefits from other sources:

- Disability benefit payments from EY or any other group insurance plan, except the AICPA plan, the ABA plan, state professional society plans, the EY Accidental Death and Dismemberment Plan, the EY Business Travel Accident Insurance Plan or any other association plans; benefit payments from any individual policy paid entirely by you are not offset
- Disability benefit payments (primary and family benefits) for which you are eligible or retirement benefit payments you receive under the US Social Security Act or the US Railroad Retirement Act
- Any benefit payable from a government agency or program, or coverage required or provided by law (including but not limited to state disability income benefit or workers’ compensation benefits)
- Disability or retirement benefit payments received in accordance with the provisions of the EY retirement plan then in effect

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- Severance from EY, excluding vacation pay
- Any benefits received by compromise settlement or other method resulting from a claim for any of the above, whether disputed or undisputed

Your long-term disability benefit payments will not be affected by cost-of-living increases to any of the benefit amounts received from these other sources after the first long-term disability benefits payment has been made (e.g., increased Social Security or workers' compensation benefits).

If you are eligible for any of the offsets listed above, Lincoln Financial Group may reduce your long-term disability benefit payments, based on an estimated amount, even if you have not yet applied for the other benefits or if your claim for any of them is pending.

In addition, if you receive a lump-sum payment from any of these sources, that payment will be allocated and used as an offset as if it had been received on a periodic basis.

Benefits payable when disabled and working

In some cases, you may be able to return to work at EY or elsewhere on a limited basis as recommended and supervised by your physician. As determined by Lincoln Financial Group, you still may be considered disabled and may continue to receive reduced Long-Term Disability Plan benefits for as long as you remain under your physician's regular care and attendance and are approved by Lincoln Financial Group.

Maximum duration of benefits

If approved by Lincoln Financial Group, Long-Term Disability Plan benefit payments will begin as of the first day following five months of continuous disability. Approved Long-Term Disability Plan benefit payments will terminate with the month you recover, cease to be considered disabled (see definition of disabled on page 3), fail to provide satisfactory proof of continuing disability, refuse to cooperate or participate in a program of rehabilitation approved by Lincoln Financial Group, die or become ineligible for benefit payments as specified on the following table, whichever comes first.

Age when disability first begins	Maximum duration of long-term disability benefit payments (excluding short-term disability)
Under age 61	To your Social Security normal retirement age*, but at least 60 months
Age 61	To your Social Security normal retirement age*, but at least 48 months
Age 62	To your Social Security normal retirement age*, but at least 42 months
Age 63	To your Social Security normal retirement age*, but at least 36 months
Age 64	To your Social Security normal retirement age*, but at least 30 months
Age 65	24 months
Age 66	21 months
Age 67	18 months
Age 68	15 months
Age 69 and over	12 months

* *Your Social Security normal retirement age is your retirement age under the Social Security Act where retirement age depends on your year of birth.*

Please note: After Long-Term Disability Plan benefits have been paid for 24 months, you will continue to be considered disabled only if you cannot perform any gainful occupation for which you are reasonably fitted by education, training and experience.

Other benefit features

If you die while receiving long-term disability payments, your eligible survivor will be paid a survivor benefit equal to three months of your gross disability payment. An eligible survivor is your spouse or domestic partner, if living; otherwise, your children under age 25.

Exclusions

Long-Term Disability Plan benefits will not be payable for any disability due to a pre-existing condition (as defined in the section titled "Limitations"); intentionally self-inflicted injuries; war (declared or undeclared); incarceration; service as an active member of the armed forces; or active participation in a riot, civil insurrection or felony.

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Limitations

A pre-existing condition is defined as an illness or injury for which you received medical treatment, consultation, care or services, including diagnostic measures, or had taken prescribed drugs or medicines or followed treatment recommendations in the three months prior to the date your coverage becomes effective; or you had symptoms for which an ordinarily prudent person would have consulted a health care provider in the three months just prior to your effective date of coverage; and the disability begins in the first 12 months after your effective date of coverage or a change to your level of Long-Term Disability coverage.

Pre-existing condition limitations no longer apply after you have participated in a particular level of benefit under the Long-Term Disability Program for 12 consecutive months.

If you enroll in the 60% Long-Term Disability Plan and subsequently enroll in the optional 70% buy-up plan, the additional benefits will be subject to the pre-existing condition limitation as described above.

Disabilities due to mental illness or alcohol or drug addiction have a limited pay period up to 24 months. Lincoln Financial Group will continue to send you payments beyond the 24-month period if you meet one or more of these conditions:

- If you are confined to a hospital or institution at the end of the 24-month period, Lincoln Financial Group will continue to send you payments during your confinement.
- If you are still disabled when you are discharged, Lincoln Financial Group will send you payments for a recovery period of up to 90 days.
- If you become re-confined at any time during the recovery period and remain confined for at least 14 days in a row, Lincoln Financial Group will send payments during that additional confinement and for one additional recovery period up to 90 more days.
- In addition to the above, if, after the 24-month period for which you have received payments, you continue to be disabled and subsequently become confined to a hospital or institution for at least 14 consecutive days, Lincoln Financial Group will send payments during the length of the confinement.

Lincoln Financial Group will not pay beyond the limited pay period as indicated previously, or the maximum period of payment, whichever occurs first.

Lincoln Financial Group will not apply the mental illness limitation to dementia if it is a result of a stroke, trauma, viral infection, Alzheimer's Disease or other conditions not listed that are not usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs or other similar methods of treatment.

Price tags

As a staff member, you have Long-Term Disability Plan premium payment options available to you. You may elect to have the firm pay your Long-Term Disability Plan premiums or you may elect to pay the premiums yourself through payroll deductions using after-tax dollars. If you elect to pay the premiums yourself, you may choose the level of Long-Term Disability Plan benefit: 60% or 70% of base monthly salary after five months of disability. The difference between the firm-paid and self-paid premium options is in the income tax treatment of the benefit if you become disabled.

If you elect to pay the premiums yourself and during the period of time that you are self-paying you subsequently receive payments from the Plan because of a disability, you may receive payments on a tax-free basis. If you elect to have the firm pay your premiums, any payments received from the plan will be taxable. The tax status of your Long-Term Disability Plan benefit payments is based on your premium payment election in effect on 1 January of the calendar year in which you begin receiving long-term disability benefit payments.

As a newly eligible staff member, you have the opportunity to choose how to pay for your Long-Term Disability Plan premiums. If you do not make an election when you are first eligible, your premium payment option will default to 60% of your base salary (subject to plan maximums) with firm-paid premiums.

Each year, during the Annual Enrollment period, you have an opportunity to choose how to pay premiums for the following calendar year. If you do not make an election during Annual Enrollment, your premium payment option will default to the option you had the previous year.

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Price tags paid by staff members are treated as fixed premium obligations. A staff member will not be entitled to any reduction or refund of premiums or other payments in the event that the claims experience of the Plan is more favorable than projected or the Plan receives any discount; refund; rebate; settlement or judgment pursuant to an agreement with, or settlement or judgment from, any provider, claim administrator, or any other person or organization; any tax refunds, rebates or credits; or other governmental subsidies or similar payments.

How other benefits are affected

If you are disabled and receiving Long-Term Disability Plan benefit payments, you may continue to participate in other EY Benefit Plans as follows:

- Medical, Vision, Dental, Group Legal, Group Term Life Insurance, and Accidental Death and Dismemberment Plans: Coverage may be continued by paying your share of the applicable premium costs.
- Business Travel Accident Insurance Plan: Coverage terminates upon disability.
- 401(k) Plan: Account balance continues to reflect the investment experience of the plan, but your contributions and the firm's matching contributions are suspended.
- Pension Plan: Pension benefits will be determined in accordance with the provisions of the EY Defined Benefit Retirement Plan.

Specific questions should be directed to the Better You Benefits Center at +1 877 339 1239 or on the internet at http://digital.alight.com/ey.

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Eligibility, effective date and general information

Eligibility

You are eligible to participate in the Program if you become a regular full-time staff member or eligible part-time staff member and are paid on a salaried basis (not hourly). Regular full-time is defined as hired indefinitely or for a stated period of time over three months and expected to work an average of at least 30 hours per week over a 12-month period. Eligible part-time is defined as hired indefinitely or for a stated period of time greater than three months and expected to work an average of at least 20 hours per week over the next 12-month period. Interns, temporary staff members, staff members paid on an hourly basis, persons classified by the firm as independent contractors and any other persons who perform services for the firm but are paid by an unrelated company are not eligible to participate in the Program. Partners and principals of the firm are also not eligible to participate in the Program.

Effective date of participation

If you are hired or rehired by the firm as a regular full-time staff member and are paid on a salaried basis (not hourly), you will become eligible to participate in the Program on your first day of employment

If you are not actively at work when your coverage would otherwise become effective, you become eligible to participate in the Program on the day you return to active employment.

Participation

If you are an eligible staff member, enrollment in the Short-Term Disability Plan is automatic. Costs are paid by the firm.

Eligible staff members are automatically enrolled in the Long-Term Disability Plan. You have the option to pay for your Long-Term Disability Plan premiums each year or have the firm pay for your premiums. Please refer to the section entitled “Price tags” on page 6 for more information.

Successive periods of disability

A separate period of disability will be considered continuous:

- If it results from the same or related causes as a prior disability for which benefits were payable and if, after receiving disability benefits, you return to work for:
  - Short-term disability: 30 days or less
  - Long-term disability: 6 months or less
- Any later period of disability, regardless of cause, that begins when you are eligible for coverage under another group disability plan provided by any employer will not be considered a continuous period of disability.

For any separate period of disability which is not considered continuous, you must satisfy a new elimination period.

When eligibility ends

Your eligibility for the Disability Program ends when any of the following occurs:

- You are no longer an eligible staff member.
- You cease active work as a regular full-time or part-time staff member paid on a salaried basis (not hourly), except for (a) an approved paid leave of absence during which your Long-Term Disability Plan participation continues or (b) an approved severance period during which your Short-Term Disability Plan participation continues. Long-Term Disability Plan participation does not continue during any period of severance.
- The Program is terminated or is amended to exclude the class of individuals that includes you.
- You fail to pay any required premium.

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Conversion

If your participation in the EY Long-Term Disability Plan terminates, you may be able to convert to a long-term disability policy provided by Lincoln Financial Group. To be eligible, you must have been a participant in the EY Long-Term Disability Plan for at least one year. You will not be required to furnish evidence of insurability to be covered under the conversion policy.

You will not be able to convert your coverage under the EY Long-Term Disability Plan if:

- You are disabled and receiving benefits payments under the EY Long-Term Disability Plan.
- The EY Long-Term Disability Plan is terminated.
- You are age 70 or more when your employment ends.
- The EY Long-Term Disability Plan is amended to exclude the class of individuals that includes you.
- You retire.
- You are, or become, covered for long-term disability insurance under another group plan within 31 days after termination.
- You fail to pay the required premium under the plan.

A conversion application is available at mylincolnportal.com under the Resource Center tab and must be returned within 60 days of participation termination under the Long-Term Disability Plan.

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General provisions and filing a claim

Amendment and interpretation

Lincoln Financial Group has the sole and absolute discretion to interpret the provisions of the Long-Term Disability Plan, to make findings of fact, determine the rights and status of participants and others under the Plan, and decide disputes under the Plan. To the extent permitted by law, such interpretations, findings, determinations and decisions shall be final and conclusive as to all persons for all purposes of the Long-Term Disability Plan. Long-Term Disability Plan benefits shall be paid only if Lincoln Financial Group determines, in its discretion, that the person claiming benefits is entitled to them.

The firm (or its delegate, Lincoln Financial Group) has the sole discretion to interpret the provisions of the Short-Term Disability Plan. Lincoln Financial Group, as the claim processor, is responsible for reviewing proof of the disability and the factors that influence the length of disability and making factual findings with respect to any claims, subject to the terms of the Plan. To the extent permitted by law, such interpretations, findings, determinations and decisions shall be final and conclusive as to all persons for all purposes of the Short-Term Disability Plan. Short-Term Disability Plan benefits shall be paid only if Lincoln Financial Group determines, in its discretion, that the person claiming benefits is entitled to them.

While the firm intends to continue the benefits described herein, it reserves the right to amend or terminate the Disability Program (Short-Term Disability and/or Long-Term Disability Plans) or the benefits described herein in any manner and at any time without prior notice.

How to file a claim

To report an injury or illness lasting more than five business days, staff members must contact Lincoln Financial Group immediately. If you have a planned disability absence, such as childbirth or prescheduled surgery, you should call Lincoln Financial Group up to 30 days before your expected absence. To contact Lincoln Financial Group, call +1 844 814 6912 Monday–Friday, 8:00 a.m. to 5:00 p.m. Eastern Time, or you can file the claim online at mylincolnportal.com. Upon reporting a claim to Lincoln Financial Group, you will be asked to authorize your physician to release medical information pertaining to your disability. The Authorization Form is available through the Leave Management Team at +1 201 872 5885. The Authorization Form must be completed and signed by you and filed with your attending physician(s). Lincoln Financial Group will request medical information directly from your treating physician(s). Lincoln Financial Group will review the medical information and make a determination regarding your eligibility and duration for a Short-Term Disability Plan benefit.

You must notify your supervisor or local Talent Consultant to report your absence. If you have a work-related illness or injury, you must also notify the firm's workers' compensation carrier immediately.

If a claim is denied

Please refer to the section entitled "The Employee Retirement Income Act of 1974 (ERISA)" found on page 11.

Recovery of overpayments

In the event of an erroneous payment or payment amount in excess of the Disability Program's obligation, the Disability Program may reduce future benefits by the amount of the error or may recover the excess directly from the person to or for whom the payment was made. This right of recovery does not limit the Disability Program's right to recover an erroneous payment in any other manner, including by bringing an action in federal court for restitution.

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The Employee Retirement Income Security Act of 1974 (ERISA)

The following information is provided to you in accordance with the Employee Retirement Income Security Act of 1974 (ERISA):

Plan name	EY Disability Program[1]
Employer Identification Number	34-6565596
Plan number	517
Plan sponsor and employer	Ernst & Young U.S. LLP 200 Plaza Dr. Secaucus, NJ 07094
Type of plan	Welfare: Disability Plan
Plan year	1 January to 31 December
Plan administrator	Ernst & Young U.S. LLP 200 Plaza Dr. Secaucus, NJ 07094 Telephone: +1 201 872 2200
Plan costs	Paid by the employee or Ernst & Young U.S. LLP
Agent for service of legal process	General Counsel of Ernst & Young U.S. LLP 5 Times Square. New York, NY 10036 Telephone: +1 212 773 3800 Legal process may also be served on the Plan administrator.
Plan insurer and claim processor	Lincoln Financial Group 100 Liberty Way Dover, NH 03821 Telephone: +1 800 210 0268
How to file a claim	Refer to this booklet for information on filing a claim.
Review of claim	If you file a claim for benefits, Lincoln Financial Group will give you notice of the decision no later than 45 days after the claim is filed. This time period may be extended twice by 30 days if Lincoln Financial Group determines that such an extension is necessary due to matters beyond the control of the Program and notify you, prior to the end of the initial 45-day period or, if applicable, the first 30-day extension period, of the circumstances requiring the extension of time and the date by which Lincoln Financial Group expects to render the decision. In the event of any extension, the notice of extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim and the additional information needed to resolve the issues.

[1] The information that follows pertains to the Long-Term Disability Plan only.

If such an extension is necessary due to your failure to submit the information necessary to decide the claim, you will be afforded at least 45 days from receipt of the notice within which to provide the specified information. If you deliver the requested information within the time specified, any 30-day extension period will begin after you have provided that information. If you fail to deliver the requested information within the time specified, Lincoln Financial Group may decide your claim without that information. If your claim for benefits is wholly or partially denied, any notice of adverse benefit determination under the Program will:

(a) State the specific reason(s) for the adverse benefit determination

(b) Reference specific Program provision(s) on which the determination is based

(c) Describe additional material or information necessary to complete the claim and why such information is necessary

(d) Describe Program procedures and time limits for appealing the determination, and include a statement concerning your right to obtain information about those procedures and the right to sue under ERISA in federal court following an adverse determination on appeal

(e) Disclose any internal rule guidelines, protocol or similar criterion relied on in making the adverse determination (or state that such information will be provided free of charge upon request)

Notice of the determination may be provided in written or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements.

If your claim is denied, you have 180 days from the receipt of notice of an adverse benefit determination to file an appeal. Requests for appeals should be sent to the address specified in the claim denial. A decision on review will be made not later than 45 days following receipt of the written request for review. If Lincoln Financial Group determines that special circumstances require an extension of time for a decision on review, the review period may be extended by an additional 45 days (90 days in total).

Lincoln Financial Group will notify you in writing prior to the end of the initial 45-day period if an additional 45-day extension is needed and of the special circumstances requiring an extension of time and the date by which Lincoln Financial Group expects to render a decision on review. In no event will such an extension exceed a period of 45 days from the end of the initial period.

If an extension is necessary due to your failure to submit the information necessary to decide the appeal, the notice of extension will specifically describe the required information, and you will be afforded at least 45 days from receipt of the notice to provide the specified information. If you deliver the requested information within the time specified, the 45-day extension of the appeal period will begin after you have provided that information. If you fail to deliver the requested information within the time specified, Lincoln Financial Group may decide your appeal without that information.

You will have the opportunity to submit written comments, documents or other information in support of your appeal. You will be provided, upon request and free of charge, access to, and copies of, all relevant documents as defined by applicable US Department of Labor regulations. The review of the adverse benefit determination will take into account comments, documents, records and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. No deference will be afforded to the initial determination.

The review will be conducted by Lincoln Financial Group and will be made by a person different from the person who made the initial determination, and such person will not be the original decision-maker's subordinate. In the case of a claim denied on the grounds of a medical judgment, Lincoln Financial Group will consult with a health professional with appropriate training and experience. The health care professional who is consulted on appeal will not be the individual who was consulted during the initial determination or a subordinate. If the advice of a medical or vocational expert was obtained by the Program in connection with the denial of your claim, Lincoln Financial Group will provide you with the names of each such expert, regardless of whether the advice was relied upon.

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A notice that your request on appeal is denied will contain the following information:

(a) The specific reason(s) for the appeal determination

(b) A reference to the specific Program provision(s) on which the determination is based

(c) A statement disclosing any internal rule, guidelines, protocol or similar criterion relied on in making the adverse determination (or a statement that such information will be provided free of charge upon request)

(d) A statement describing your right to bring civil suit under ERISA

(e) A statement that you are entitled to receive upon request, and without charge, reasonable access to or copies of all documents, records or other information relevant to the determination

(f) A statement that "You or 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 US Department of Labor Office and your State regulatory agency"

Notice of the determination may be provided in written or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements.

Unless there are special circumstances, this administrative appeal process must be completed before you begin any legal action regarding your claim.

Your rights under ERISA

The following statement is required by federal law and regulation:

As a participant in the EY Disability Program, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

- Receive information about your plan and benefits
- Examine, without charge, at the Plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Program, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Program with the US Department of Labor and available at the Public Disclosure Room of the Welfare Benefits Administration
- Obtain, upon written request to the Plan administrator, copies of documents governing the operation of the Program, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description; the administrator may make a reasonable charge for the copies
- Receive a summary of the Program's annual financial report; the Plan administrator is required by law to furnish each participant with a copy of this summary annual report

In addition to creating rights for the Program participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit program. The people who operate the Program, called "fiduciaries" of the Program, have a duty to do so prudently and in the interest of you and other Program participants and beneficiaries.

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.

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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.

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 Program 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. 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. In addition, if you disagree with the Program's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. If it should happen that plan fiduciaries misuse the Program's money, or if you are discriminated against for asserting your rights, you may seek assistance from the US 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; for example, if it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Plan administrator. If you have 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, US Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, US Department of Labor, 200 Constitution Avenue N.W., Washington, DC 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.

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