

# YOUR SUMMARY PLAN DESCRIPTION

## **Lennox International Inc.**

**Salaried Employees**

**Disability Income Coverage: Short Term Benefits**

**Effective January 1, 2020**

## YOUR SUMMARY PLAN DESCRIPTION

### INTRODUCTION

This Summary Plan Description (“Summary Plan Description”) describes the benefits available to you under the self-funded Disability Income Coverage: Short Term Benefits Plan (“Plan”) of Lennox International Inc. Please read this booklet carefully to become familiar with your benefits. This Summary Plan Description is effective as of January 1, 2020.

This is a self-funded short-term disability plan provided by the Employer.

Claims are administered on behalf of This Plan by the Claim Administrator pursuant to the terms of an administrative service agreement between the Employer and the Claim Administrator.

Please note that the terms “You” and “Your” throughout this booklet refer to the employee, except where otherwise indicated. Many of the terms that are important in understanding your benefits are explained in the DEFINITIONS section.

# TABLE OF CONTENTS

<b>Section</b>	<b>Page</b>
BENEFITS AT A GLANCE .....	5
DEFINITIONS.....	8
ELIGIBILITY PROVISIONS: COVERAGE FOR YOU .....	12
Eligible Classes .....	12
Date You Are Eligible for Coverage .....	12
Date Your Coverage Takes Effect .....	12
Date Your Coverage Ends.....	12
CONTINUATION OF COVERAGE .....	13
For Family And Medical Leave .....	13
At The Employer's Option.....	13
DISABILITY INCOME COVERAGE: SHORT TERM BENEFITS .....	15
INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT .....	17
INCOME WHICH WILL NOT REDUCE YOUR DISABILITY BENEFIT .....	19
DATE BENEFIT PAYMENTS END.....	20
LIMITATIONS.....	21
EXCLUSIONS .....	22
GENERAL PROVISIONS .....	23

## TABLE OF CONTENTS (continued)

<b>Section</b>	<b>Page</b>
Misstatement of Age .....	23
Conformity with Law .....	23
Physical Exams .....	23
Autopsy.....	23
Overpayments for Disability Income Coverage .....	24
Subrogation and Right of Recovery .....	26
<b>SPECIAL SERVICES .....</b>	<b>29</b>
<b>ADMINISTRATIVE DETAILS ABOUT THIS PLAN .....</b>	<b>32</b>
Name and Address of Employer and Plan Administrator .....	32
Type of Plan .....	32
Claim Administrator for Benefits.....	32
Type of Administration .....	33
Agent for Service of Legal Process.....	33
Eligibility for Coverage; Description or Summary of Benefits .....	33
Plan Termination or Changes .....	33
Plan Year.....	34
Qualified Domestic Relations Orders/Qualified Medical Child Support Orders .....	34
<b>CLAIMS INFORMATION .....</b>	<b>34</b>

## TABLE OF CONTENTS (continued)

<b>Section</b>	<b>Page</b>
STATEMENT OF ERISA RIGHTS .....	42
Receive Information About Your Plans and Benefits.....	42
Prudent Actions by Plan Fiduciaries .....	42
Enforce Your Rights.....	43
Assistance with your Questions .....	43

## BENEFITS AT A GLANCE

This section provides You with a brief outline of Your benefits. Certain limitations and exclusions may apply to any benefit or benefit amount. It is important that You refer to the provisions contained in this Summary Plan Description for details about Your benefits.

### Disability Income Coverage For You: Short Term Disability Benefits

The Disability benefit schedule below indicates what percentage of your salary you are eligible to receive based on your length of service at the time of your Disability. If your claim is denied by the Claim Administrator, you may be responsible for repayment of any salary continuation received from the Plan Administrator.

#### For Disabilities other than Maternity Benefits

<u>Length of Service</u>	<u>Full Salary Continued</u>	<u>66 2/3% of Full Salary</u>
1 month but less than 6 months	2 weeks	24 weeks
6 months but less than 1 year	4 weeks	22 weeks
1 year but less than 3 years	8 weeks	18 weeks
3 years but less than 5 years	16 weeks	10 weeks
5 years but less than 10 years	20 weeks	6 weeks
10 years and over	26 weeks	n/a

#### For Maternity Benefits

Full Salary Continued for up to 8 weeks

Beginning with the 9<sup>th</sup> week, if medical supports a continued inability to work, then up to an additional 18 weeks may be available in accordance with the following table:

**BENEFITS AT A GLANCE**

<u>Length of Service</u>	<u>Full Salary Continued</u>	<u>66 2/3% of Full Salary</u>
1 month but less than 6 months	2 weeks	16 weeks
6 months but less than 1 year	4 weeks	14 weeks
1 year but less than 3 years	8 weeks	10 weeks
3 years but less than 5 years	16 weeks	2 weeks
5 years but less than 10 years	18 weeks	n/a
10 years and over	18 weeks	n/a

**For Disabilities that begin as Disabilities other than Maternity Benefits and transition into Maternity Benefits before the end of the Maximum Benefit Period**

Weekly Benefit..... Full Salary Continued for 8 weeks beginning on the transition date

**For All Disabilities**

Minimum Weekly Benefit..... none

Elimination Period..... **For Injury**

- none

**BENEFITS AT A GLANCE**

**For Sickness**

- none

Maximum Benefit Period..... 26 weeks per individual Disability

If an employee becomes disabled after the number of days in the *Recovery From Disability* provision, or due to a new medical condition, a new claim and Elimination Period (if applicable) would need to be initiated, and benefits are paid according to the Income Coverage table above.



## DEFINITIONS

As used in this Summary Plan Description, the terms listed below will have the meanings set forth below. When defined terms are used in this Summary Plan Description, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

**Actively at Work** or **Active Work** means that You are performing all of the usual and customary duties of Your job on a full-time or part-time basis. This must be done at:

- the Employer's place of business;
- an alternate place approved by the Employer; or
- a place to which the Employer's business requires You to travel.

You will be deemed to be Actively at Work during weekends or Employer-approved vacations, holidays or business closures if You were Actively at Work on the last scheduled work day preceding such time-off.

**Appropriate Care and Treatment** means medical care and treatment that is:

- given by a Physician whose medical training and clinical specialty are appropriate for treating Your Disability;
- consistent in type, frequency and duration of treatment with relevant guidelines of national medical research, health care coverage organizations and governmental agencies;
- consistent with a Physician's diagnosis of Your Disability; and
- intended to maximize Your medical and functional improvement.

**Claim Administrator** means the third-party administrator which administers the Plan pursuant to the terms of an administrative service agreement between the Employer and the Claim Administrator. The Claim Administrator does not serve as the Plan Administrator.

**Disabled** or **Disability** means Your inability to perform the substantial and material duties of your position as a direct result of a non-work-related injury, illness or pregnancy, and You are receiving Appropriate Care and

## **DEFINITIONS (continued)**

Treatment and complying with the requirements of such treatment. If you are required to have a professional license or certification for your occupation, loss of the professional license or certification does not, in itself, constitute a Disability.

**Elimination Period** means the period of Your Disability during which This Plan does not pay benefits. The Elimination Period begins on the day You become Disabled and continues for the period shown in the section entitled BENEFITS AT A GLANCE.

**Employer** means Lennox International Inc.

**Physician** means:

- a person licensed to practice medicine in the jurisdiction where such services are performed; or
- any other person whose services, according to applicable law, must be treated as Physician's services for purposes of the group benefits. Each such person must be licensed in the jurisdiction where he performs the service and must act within the scope of that license. He must also be certified and/or registered if required by such jurisdiction.

*The term does not include:*

- You;
- Your Spouse; or
- any member of Your immediate family including Your family and/or Your Spouse's family:
  - parents;
  - children (natural, step or adopted);
  - siblings;
  - grandparents; or
  - grandchildren.

## **DEFINITIONS (continued)**

**Plan Administrator** means Lennox International Inc.

**Pre-Disability Earnings** means gross salary or wages You were earning from the Employer as of Your last day of Active Work before Your Disability began. The Claim Administrator calculates this amount on a weekly basis.

The term includes contributions You were making through a salary reduction agreement with the Employer to any of the following:

- an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;
- an executive non-qualified deferred compensation arrangement; and/or
- Your fringe benefits under an IRC Section 125 plan.

The term does not include:

- awards;
- overtime pay;
- the grant, award, sale, conversion and/or exercise of shares of stock or stock options;
- the Employer's contributions on Your behalf to any deferred compensation arrangement or pension plan; and/or
- any other compensation from the Employer.

**Proof** means Written evidence satisfactory to the Claim Administrator that a person has satisfied the conditions and requirements for any benefit described in this Summary Plan Description. When a claim is made for any benefit described in this Summary Plan Description, Proof must establish:

- the nature and extent of the loss or condition;

## **DEFINITIONS (continued)**

- This Plan's obligation to pay the claim; and
- the claimant's right to receive payment.

Proof must be provided at the claimant's expense.

**Sickness** means illness, disease or pregnancy, including complications of pregnancy.

**Signed** means any symbol or method executed or adopted by a person with the present intention to authenticate a record, which is on or transmitted by paper or electronic media as is acceptable to the Claim Administrator and consistent with applicable law.

**Spouse** means Your lawful spouse.

**This Plan** or **Plan** means this self-funded Disability Income Coverage: Short Term Benefits plan of the Employer.

**Written** or **Writing** means a record which is on or transmitted by paper or electronic media as is acceptable to the Claim Administrator and consistent with applicable law.

**You** and **Your** mean an employee who is eligible for the benefits described in this Summary Plan Description.

## **ELIGIBILITY PROVISIONS: COVERAGE FOR YOU**

### **ELIGIBLE CLASS(ES)**

All regular full-time and part-time salaried employees regularly scheduled to work at least 20 hours per week are eligible for coverage.

### **DATE YOU ARE ELIGIBLE FOR COVERAGE**

If You meet the eligibility requirements described above, You will be eligible for Disability benefit coverage on the first day of the month following Your date of hire. A claim may not be filed until 30 calendar days from date of hire (the period between your hire date and the date you become eligible is referred to as the "Waiting Period").

### **DATE YOUR COVERAGE TAKES EFFECT**

Coverage will take effect on the date You become eligible, provided You are Actively at Work on that date.

If You are not Actively at Work on the date the coverage would otherwise take effect, coverage will take effect on the day You resume Active Work.

### **DATE YOUR COVERAGE ENDS**

Your coverage will end on the earliest of:

1. the date This Plan ends; or
2. the date coverage ends for Your class; or
3. the date You cease Active Work in an eligible class; or
4. the date Your employment ends for any reason including Your retirement.

## **CONTINUATION OF COVERAGE**

### **Reinstatement of Disability Income Coverage**

If Your coverage ends because:

- You cease to be in an eligible class and you become a member of an eligible class again, you will not have to complete a new Waiting Period.
- Your employment ends and you are rehired, you will be required to satisfy the Waiting Period.

### **FOR FAMILY AND MEDICAL LEAVE**

Certain leaves of absence may qualify for continuation of coverage under the FMLA or other legally mandated leave of absence or similar laws. Please contact the Employer for information regarding such legally mandated leave of absence laws.

### **AT THE EMPLOYER'S OPTION**

The Employer has elected to continue coverage for employees who are not Disabled and cease Active Work in an eligible class for any of the reasons specified below.

Disability Income Coverage will continue for the following periods:

1. for the period You cease Active Work in an eligible class due to injury or sickness, up to 3 months;
2. if You cease Active Work due to layoff, for a period in accordance with the Employer's general practice for an employee in Your job class but not to exceed 1 month;

## CONTINUATION OF COVERAGE

3. if You cease Active Work due to any other Employer approved leave of absence, for a period in accordance with the Employer's general practice for an employee in Your job class but not to exceed 1 month.

For purposes of this provision, leave of absence does not include a furlough.

The Employer's general practice for employees in a job class determines which employees with the above types of absences are to be considered as still covered and for how long among persons in like situations.

At the end of any of the continuation periods listed above, Your coverage will be affected as follows:

- if You resume Active Work in an eligible class at this time, You will continue to be covered under This Plan;
- if You do not resume Active Work in an eligible class at this time, Your coverage will end in accordance with the DATE YOUR COVERAGE ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: COVERAGE FOR YOU.

## **DISABILITY INCOME COVERAGE: SHORT TERM BENEFITS**

If You become Disabled while covered, You must submit a claim for benefits in accordance with the section entitled CLAIMS INFORMATION. Proof of Disability must be sent to the Claim Administrator. When the Claim Administrator receives such Proof, the Claim Administrator will review the claim. If the Claim Administrator approves the claim, the Plan will pay the Weekly Benefit up to the Maximum Benefit Period shown in the section entitled BENEFITS AT A GLANCE, subject to the DATE BENEFIT PAYMENTS END section.

To verify that You continue to be Disabled without interruption after the Claim Administrator's initial approval of the Disability claim, the Claim Administrator may periodically request that You send the Claim Administrator Proof that You continue to be Disabled. Such Proof may include physical exams, exams by independent medical examiners, in-home interviews, or functional capacity exams, as needed.

While You are Disabled, the Weekly Benefits described in this Summary Plan Description will not be affected if:

- Your coverage ends; or
- This Plan is amended to change the plan of benefits for Your class.

## **BENEFIT PAYMENT**

If the Claim Administrator approves Your claim, benefits will begin to accrue on the day after You complete Your Elimination Period. This Plan will pay the first Weekly Benefit one week after the date benefits begin to accrue. Payment will be based on the number of days You are Disabled during each week. For any partial week of Disability, payment will be made at the daily rate of 1/5th of the payable Weekly Benefit.

If You die, This Plan will pay the amount of any due and unpaid benefits as described in the subsection entitled Disability Income Benefit Payments: Who This Plan Will Pay of the section entitled GENERAL PROVISIONS.

## **RECOVERY FROM A DISABILITY**

For purposes of this subsection, the term Active Work only includes those days You actually work.



## **DISABILITY INCOME COVERAGE: SHORT TERM BENEFITS (continued)**

The provisions of this subsection will not apply if Your coverage has ended and You are eligible for coverage under another group short term disability plan.

If You return to Active Work for a period of 90 days or less, and then become Disabled again due to the same or related Sickness or accidental injury, the Claim Administrator will not require You to complete a new Elimination Period. For the purpose of determining Your benefits, the Claim Administrator will consider such Disability to be a part of the original Disability and will use the same Pre-Disability Earnings and apply the same terms, provisions and conditions that were used for the original Disability.

If You return to Active Work for a period of more than 90 days, and then become Disabled again, You will have to complete a new Elimination Period.

## **INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT**

This Plan will reduce Your Disability benefit by the amount of all Other Income. "Other Income" includes the following:

1. Any income received for disability to the extent that it can be attributed to the Employer's contributions;
2. Any income received for disability under:
  - a group insurance policy to which the Employer has made a contribution, such as:
    - benefits for loss of time from work due to disability;
    - installment payments for permanent total disability;
  - a no-fault auto law for loss of income, excluding supplemental disability benefits;
  - a government compulsory benefit plan or program which provides payment for loss of time from Your job due to Your disability, whether such payment is made directly by the plan or program, or through a third party;
  - a self-funded plan, or other arrangement if the Employer contributes toward it or makes payroll deductions for it;
  - any sick pay, vacation pay or other salary continuation that the Employer pays to You;
  - unemployment insurance law or program; and
  - any income that You receive for working while Disabled including but not limited to salary, commissions, overtime pay, bonus pay or other extra pay arrangements from any source; and
  - recovery amounts that You receive for loss of income as a result of claims against a third party by judgment, settlement or otherwise including future earnings.
3. Funds received in connection with any severance related agreements with your Employer will be considered as an offset to any benefits for which you are deemed eligible under the Plan.

## **SINGLE SUM PAYMENT**

If You receive Other Income in the form of a single sum payment, You must, within 10 days after receipt of such payment, give Written Proof satisfactory to the Claim Administrator of:

- the amount of the single sum payment;
- the amount to be attributed to income replacement; and
- the time period for which the payment applies.

**DISABILITY INCOME COVERAGE: INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT (continued)**

When the Claim Administrator receives such Proof, the Claim Administrator will adjust the amount of Your Disability benefit.

If the Claim Administrator does not receive the Written Proof described above, and the Claim Administrator knows the amount of the single sum payment, This Plan may reduce Your Disability benefit by an amount equal to such benefit until the single sum has been exhausted.

If the Claim Administrator adjusts the amount of Your Disability benefit due to a single sum payment, the amount of the adjustment will not result in a benefit amount less than the minimum amount, except in the case of an overpayment.

If You receive Other Income in the form of a single sum payment and the Claim Administrator does not receive the Written Proof described above within 10 days after You receive the single sum payment, the Claim Administrator will adjust the amount of Your Disability Benefit by the amount of such payment.

## **INCOME WHICH WILL NOT REDUCE YOUR DISABILITY BENEFIT**

This Plan will not reduce Your Disability benefit to less than the Minimum Weekly Benefit shown in the section entitled BENEFITS AT A GLANCE, or by:

- cost of living adjustments that are paid under any of the above sources of Other Income;
- reasonable attorney fees included in any award or settlement;
- group credit insurance;
- mortgage disability insurance benefits;
- early retirement benefits that have not been voluntarily taken by You;
- veteran's benefits;
- individual disability income insurance policies;
- benefits received from an accelerated death benefit payment; or
- amounts rolled over to a tax qualified plan unless subsequently received by You while You are receiving Disability benefit payments.

## **DATE BENEFIT PAYMENTS END**

Your Disability benefit payments will end on the earliest of:

- the end of the Maximum Benefit Period;
- the date You are no longer Disabled;
- the date You die;
- the date the Claim Administrator determines You have refused to follow or have rejected the treatment plan recommended by Your attending physician; or
- the date You fail to provide required Proof of continuing Disability.

While You are Disabled, the benefits described in this Summary Plan Description will not be affected if:

- Your coverage ends; or
- This Plan is amended to change the Disability benefits for Your class.

## **LIMITATIONS**

### **For Occupational Disabilities**

This Plan will not pay benefits for any Disability:

- which happens in the course of any work performed by You for wage or profit; or
- for which You are eligible to receive insurance coverage under workers' compensation or a similar law.

If insurance coverage under workers' compensation or similar law is denied after if You have timely and properly filed a worker's compensation claim, You may submit a claim for benefits for review by the Claim Administrator in accordance with the section entitled CLAIMS INFORMATION.

## EXCLUSIONS

This Plan will not pay for any Disability caused or contributed to by:

1. war, whether declared or undeclared, or act of war, insurrection, rebellion or terrorist act;
2. Your active participation in a riot;
3. intentionally self-inflicted injury;
4. attempted suicide; or
5. commission of or attempt to commit or taking part in a felony.

This Plan will not pay Disability benefits for any Disability caused or contributed to by elective treatment or procedures, such as:

1. cosmetic surgery or treatment primarily to change appearance;
2. reversal of sterilization;
3. liposuction;
4. visual correction surgery; and
5. in vitro fertilization; embryo transfer procedure; or artificial insemination.

However, pregnancies in connection with a reversal of sterilization or in vitro fertilization, embryo transfer procedure, or artificial insemination will be treated as a Sickness.

This Plan will not pay Disability benefits for any complications from any of the above excluded treatments and procedures.

## **GENERAL PROVISIONS**

### **Misstatement of Age**

If Your age is misstated, the correct age will be used to determine if coverage is in effect and, as appropriate, This Plan will adjust the benefits and/or contributions.

### **Conformity with Law**

If the terms and provisions of this Summary Plan Description do not conform to an applicable law, this Summary Plan Description shall be interpreted to so conform.

### **Physical Exams**

If a claim is submitted for coverage benefits, the Claim Administrator has the right to ask the covered person to be examined by a Physician(s) of the Claim Administrator's choice as often as is reasonably necessary to process the claim. This Plan will pay the cost of such exam(s).

### **Autopsy**

The Claim Administrator has the right to make a reasonable request for an autopsy where permitted by law. Any such request will set forth the reasons the Claim Administrator is requesting the autopsy.



## **GENERAL PROVISIONS (continued)**

### **OVERPAYMENTS FOR DISABILITY INCOME COVERAGE**

#### **Recovery of Overpayments**

This Plan has the right to recover any amount that the Claim Administrator determines to be an overpayment.

An overpayment occurs if the Claim Administrator determines that:

- the total amount paid by This Plan on Your claim is more than the total of the benefits due to You under This Plan; or
- payment made by This Plan should have been made by another group plan.

If such overpayment occurs, You have an obligation to reimburse This Plan. This Plan's rights and Your obligations in this regard are described in the reimbursement agreement that You are required to sign when You submit a claim for benefits under this Summary Plan Description. The agreement:

- confirms that You will reimburse This Plan for all overpayments; and
- authorizes the Claim Administrator to obtain any information relating to sources of Other Income.

## **GENERAL PROVISIONS (continued)**

### **How This Plan Recovers Overpayments**

This Plan may recover the overpayment from You by:

- stopping or reducing any future Disability benefits, including the Minimum Disability Benefit, payable to You or any other payee under the Disability sections of this Summary Plan Description;
- demanding an immediate refund of the overpayment from You; and
- taking legal action.

If the overpayment results from This Plan having made a payment to You that should have been made under another group plan, This Plan may recover such overpayment from one or more of the following:

- any other insurance company;
- any other organization; or
  - any person to or for whom payment was made.

## GENERAL PROVISIONS (continued)

### SUBROGATION AND RIGHT OF RECOVERY

The benefits payable under This Plan as a result of Disability which give rise to a claim by You against a third party tortfeasor or against any person or entity as the result of the actions of a third party are excluded from coverage under This Plan. This Plan also does not provide benefits to the extent that there is other coverage under non-group medical payments including automobile or medical expense type coverage to the extent of that coverage. This Plan will provide the benefits otherwise payable under This Plan to You or on Your behalf of a Covered Person only on the following terms and conditions:

1. If benefits are provided under This Plan, This Plan shall be subrogated to all of Your rights of recovery against any person or organization to the extent of the benefits provided. You shall execute and deliver such documents and take such actions as This Plan or the Claim Administrator may request to secure such rights. You shall not do anything after a loss to prejudice such rights. By accepting coverage under This Plan, You agree to cooperate with This Plan and/or any representative of This Plan (including the or the Claim Administrator) in completing such forms and in giving such information surrounding any accident as This Plan or the Claim Administrator deems necessary to fully investigate the incident.
2. This Plan also shall have a right of reimbursement from the proceeds of any recovery whether by settlement, judgment or otherwise. This right of reimbursement is cumulative with and not exclusive of the subrogation right granted in the preceding paragraph, but only to the extent of the benefits provided by This Plan.
3. Upon payment of any benefits, This Plan shall be granted a first priority lien on the proceeds of any settlement, judgment or other payment received by You. By accepting coverage under This Plan, You consent to said lien and agrees to take whatever steps are necessary to assist This Plan secure said lien.
4. Upon payment of any benefits, This Plan shall be granted an assignment of the proceeds of any settlement, judgment or other payment received by You to the extent of the benefits paid. By accepting benefits under This Plan, You consent to said assignment and authorize and direct Your attorney or personal representative or any insurance company or other entity to directly reimburse This Plan or its designee to the extent of the benefits paid. This assignment becomes effective and is binding on Your attorney or personal representative and any insurance company or other entity when service of a copy of this section by This Plan or the Claim Administrator.
5. The subrogation and reimbursements rights, assignments and liens apply to any recoveries made by You or on Your behalf as a result of the injuries sustained, including but not limited to the following:
  - Payments made directly by a third-party tortfeasor or any insurance company on behalf of a third party tortfeasor or any other payments on behalf of a third party tortfeasor.

## GENERAL PROVISIONS (continued)

- Any payment, settlement judgment or arbitration award paid by any insurance company under an uninsured or underinsured motorist coverage, whether on Your behalf or on behalf of any other person.
  - Any other payment from any source designed or intended to compensate You for injuries for which a third party may be liable as the result of its negligence or alleged negligence, its strict liability or otherwise.
  - Any workers' compensation award or settlement.
6. This Plan's right to recover (whether by subrogation or reimbursement) shall apply to decedents', minor and incompetent or disabled persons' settlements or recoveries. To the extent necessary to carry out This Plan's right to recover, these terms and conditions shall be binding upon a Your parent, guardian or other representative.
  7. You shall not make any settlement, which specifically reduces or excludes, or attempts to reduce or exclude, the benefits provided by This Plan.
  8. This Plan's right of recovery shall be a prior lien against any proceeds recovered by You, which right shall not be defeated or reduced by the application of any "make-whole doctrine" or any other doctrine purporting to defeat This Plan's recovery rights by allocating the proceeds exclusively to non-medical expense damages.
  9. You shall not incur any expenses on behalf of This Plan in pursuit of This Plan's rights under these terms and conditions. Specifically, no court costs or attorney's fees may be deducted from This Plan's recovery without the prior expressed written consent of This Plan or the Claim Administrator. This right shall not be defeated by any "fund doctrine," "common fund doctrine" or "attorney's fund doctrine."
  10. This Plan shall recover the full amount of benefits provided under these terms and conditions without regard to any claim of fault on Your part, whether under comparative negligence or otherwise.
  11. The benefits under This Plan are secondary to any coverage under no-fault or similar insurance.
  12. In the event You fail or refuse to comply with these terms and conditions, You shall reimburse This Plan for any and all costs and expenses, including attorney's fees, incurred by This Plan in enforcing its rights under these terms and conditions.

You agree to take all action necessary to enable This Plan to exercise This Plan's rights under this section, including, without limitation:

## **GENERAL PROVISIONS (continued)**

- notifying The Claim Administrator as soon as possible of any payment You receive or are entitled to receive from a third party for loss of income with respect to the same loss of income for which You received benefits under This Plan;
- furnishing of documents and other information as requested by the Claim Administrator or any person working on the Claim Administrator's behalf; and
- holding in escrow, or causing Your legal representative to hold in escrow, any proceeds paid to You or any party by a third party for loss of income with respect to the same loss of income for which You received benefits under This Plan, up to an amount equal to the benefits paid to You under This Plan for such Disability, to be paid immediately to This Plan upon Your receipt of said proceeds.

## **SPECIAL SERVICES**

### **Social Security Assistance Program**

If your claim for Disability benefits under this plan is approved, the Claim Administrator provides you with assistance in applying for Social Security disability benefits. Before outlining the details of this assistance, you should understand why applying for Social Security disability benefits is important.

### **Why You Should Apply For Social Security Disability Benefits**

Both you and your employer contribute payroll taxes to Social Security. A portion of those tax dollars are used to finance Social Security's program of disability protection. Since your tax dollars help fund this program, it is in your best interest to apply for any benefits to which you may be entitled. Your spouse and children may also be eligible to receive Social Security disability benefits due to your Disability.

There are several reasons why it may be to your financial advantage to receive Social Security disability benefits. Some of them are:

#### **1. Avoids Reduced Retirement Benefits**

Should you become disabled and approved for Social Security disability benefits, Social Security will freeze your earnings record as of the date Social Security determines that your disability has begun. This means that the months/years that you are unable to work because of your disability will not be counted against you in figuring your average earnings for retirement and survivors benefit.

#### **2. Medicare Protection**

Once you have received 24 months of Social Security disability benefits, you will have Medicare protection for hospital expenses. You will also be eligible to apply for the medical insurance portion of Medicare.

#### **3. Trial Work Period**

Social Security provides a trial work period for the rehabilitation efforts of disabled workers who return to work while still disabled. Full benefit checks can continue for up to 9 months during the trial work period.

## **SPECIAL SERVICES (continued)**

### **4. Cost-of-Living Increases Awarded by Social Security Will Not Reduce Your Disability Benefits**

The Claim Administrator will not decrease your Disability benefit by the periodic cost-of-living increases awarded by Social Security. This is also true for any cost-of-living increases awarded by Social Security to your spouse and children.

This is called a Social Security “freeze.” It means that only the Social Security benefit awarded to you and your dependents will be used by the Claim Administrator to reduce your Disability benefit; with the following exceptions:

- a) an error by Social Security in computing the initial amount;
- b) a change in dependent status; or
- c) your Employer submitting updated earnings records to Social Security for earnings received prior to your Disability.

Over a period of years, the net effect of these cost-of-living increases can be substantial.

### **How the Claim Administrator Assists You in the Social Security Approval Process**

As soon as you are approved for Disability benefits, the Claim Administrator begins assisting you with the Social Security approval process.

#### **1. Assistance Throughout the Application Process**

The Claim Administrator has a dedicated team of Social Security Specialists. These Specialists, many of whom have worked for the Social Security Administration, are also located within our Claim Department. They provide expert assistance up front, offer support while you are completing the Social Security forms, and help guide you through the application process.

#### **2. Guidance Through Appeal Process by Social Security Specialists**

Social Security disability benefits may be initially denied, but are often approved following an appeal. If your benefits are denied, our dedicated team of Social Security Specialists provides expert

## **SPECIAL SERVICES (continued)**

assistance on an appeal if your situation warrants continuing the appeal process. They guide you through each stage of the appeal process. These stages may include:

- a) Reconsideration by the Social Security Administration
- b) Hearing before an Administrative Law Judge
- c) Review by an Appeals Council established within the Social Security Administration in Washington, D.C.
- d) A civil suit in Federal Court

### **3. Social Security Attorneys**

Depending on your individual needs, the Claim Administrator may provide a referral to an attorney who specializes in Social Security law. The Social Security approved attorney's fee is credited to the Long-Term Disability overpayment, which results upon your receipt of the retroactive Social Security benefits. The attorney's fee, which is capped by Social Security law, will be deducted from the lump sum Social Security Disability benefits award and will not be used to further reduce your Long-Term Disability benefit.



**ADMINISTRATIVE DETAILS ABOUT THIS PLAN**

THIS SUMMARY PLAN DESCRIPTION IS EXPRESSLY MADE PART OF THE LENNOX INTERNATIONAL INC. DISABILITY INCOME COVERAGE: SHORT TERM BENEFITS PLAN AND IS LEGALLY ENFORCEABLE AS PART OF THE PLAN WITH RESPECT TO ITS TERMS AND CONDITIONS. IN THE EVENT THERE IS NO OTHER PLAN DOCUMENT, THIS DOCUMENT SHALL SERVE AS A SUMMARY PLAN DESCRIPTION AND SHALL ALSO CONSTITUTE THE PLAN.

**NAME AND ADDRESS OF EMPLOYER AND PLAN ADMINISTRATOR**

Lennox International Inc.  
2140 Lake Park Boulevard  
Richardson, TX 75080-2254

**EMPLOYER IDENTIFICATION NUMBER:** 42-0991521

<b>PLAN NUMBER</b>	<b>COVERAGE</b>	<b>PLAN NAME</b>
504	Disability Income Coverage: Short Term Benefits (Component of the Lennox International Inc. Employee Benefit Plan)	Lennox International Inc. Employee Benefit Plan

**TYPE OF PLAN**

This is a self-funded Disability Income Coverage: Short Term Benefits Plan provided by the Employer.

**CLAIM ADMINISTRATOR FOR BENEFITS:**

Sedgwick Claims Management Services, Inc.

## **TYPE OF ADMINISTRATION:**

The Claim Administrator has been given authority under This Plan to conduct a full and fair review of any claims on behalf of This Plan.

## **AGENT FOR SERVICE OF LEGAL PROCESS**

For disputes arising under This Plan, service of legal process may be made upon the Plan Administrator at the above address.

## **ELIGIBILITY FOR COVERAGE; DESCRIPTION OR SUMMARY OF BENEFITS**

This Summary Plan Description describes the eligibility requirements for coverage. It also includes a detailed description of the coverage.

## **PLAN TERMINATION OR CHANGES**

This Plan sets forth those situations in which the Employer has the rights to modify or end This Plan. It is intended that This Plan will be continued indefinitely, but the Employer reserves the right to change or terminate This Plan in the future. Any such action would be taken only after careful consideration.

The Employer (through its Board of Directors) reserves the right to change or terminate This Plan at any time. Therefore, there is no guarantee that You will be eligible for the coverage described herein for the duration of Your employment. Any such action will be taken only after careful consideration.

Your consent is not required to terminate, modify, amend, or change This Plan.

In the event Your coverage ends in accordance with the DATE YOUR COVERAGE ENDS subsection of Your Summary Plan Description, You may still be eligible to receive benefits. The circumstances under which benefits are available are described in this Summary Plan Description.

## **PLAN YEAR**

This Plan's fiscal records are kept on a Plan year basis beginning each January 1st and ending on the following December 31st.

## **QUALIFIED DOMESTIC RELATIONS ORDERS/QUALIFIED MEDICAL CHILD SUPPORT ORDERS**

You and Your beneficiaries can obtain, without charge from the Plan Administrator, a copy of any procedures governing Qualified Domestic Relations Orders (QDRO) and Qualified Medical Child Support Orders (QMCSO).

## **CLAIMS INFORMATION**

### **Disability Benefits Claims**

### **Routine Questions**

If there is any question about a claim payment, an explanation may be requested from the Employer.

### **Claim Submission**

For claims for Disability benefits, the claimant must report the claim to the Claim Administrator and, if requested, complete the appropriate claim form. The claimant must also submit the required proof as described below.

When a claimant files an initial claim for Short Term Disability coverage described in this Summary Plan Description, both the notice of claim and the required Proof should be sent to the Claim Administrator as soon

as possible following the commencement of the Disability but in no event later than 45 days of the end of the Elimination Period, if any.

**Notice of Claim and Proof may also be given to the Claim Administrator by following the steps set forth below:**

**Step 1**

A claimant should give the Claim Administrator notice by calling 1-844-597-5495. The Claim Administrator will send an authorization form to the Claimant. The Claimant should sign the authorization form at their earliest opportunity and return it to the Claim Administrator.

**Step 2**

The Claim Administrator will contact the claimant and/or the claimant's Physician to discuss medical information. The Claim Administrator may also contact your Employer to discuss your specific job duties in detail.

**Step 3**

The Proof must be submitted to the Claim Administrator as soon as possible following the commencement of the Disability but in no event later than 45 days of the end of the Elimination Period, if any.

If notice of claim or Proof is not given within the time limits described in this section, the delay will not cause a claim to be denied or reduced if such notice and Proof are given as soon as is reasonably possible.

## Items to be Submitted for a Short Term Disability Claim

When submitting Proof on an initial or continuing claim for Disability Income coverage, the following items may be required:

- documentation which must include, but is not limited to, the following information:
  - the date Your Disability started;
  - the cause of Your Disability;
  - the prognosis of Your Disability;
  - the continuity of Your Disability; and
- your application for:
  - Other Income;
  - Social Security disability benefits; and
  - Workers compensation benefits or benefits under a similar law.
- Written authorization for the Claim Administrator to obtain and release medical, employment and financial information and any other items the Claim Administrator may reasonably require to document Your Disability or to determine Your receipt of or eligibility for Other Income;
- any and all medical information, including but not limited to:
  - x-ray films; and
  - photocopies of medical records, including:
    - histories,
    - physical, mental or diagnostic examinations; and
    - treatment notes; and

- the names and addresses of all:
  - physicians and medical practitioners who have provided You with diagnosis, treatment or consultation;
  - hospitals or other medical facilities which have provided You with diagnosis, treatment or consultation;  
and
  - pharmacies which have filled Your prescriptions within the past three years.

### **Initial Determination**

All Disability claims and appeals will be decided in a way that ensures the independence and impartiality of This Plan's decision-makers involved in the review process and avoids any conflicts of interest. After You submit a timely claim for Disability benefits to the Claim Administrator, the Claim Administrator will review Your claim and notify You of its decision to approve or deny Your claim. Such notification will be mailed to You within a reasonable period, not to exceed 45 days from the date You submitted Your claim, except for situations requiring an extension of time because of matters beyond the control of This Plan, in which case the Claim Administrator may have up to two (2) additional extensions of 30 days each to provide You such notification. If the Claim Administrator needs an extension, it will notify You prior to the expiration of the initial 45-day period (or prior to the expiration of the first 30-day extension period if a second 30-day extension period is needed), state the reason why the extension is needed, and state when it will make its determination.

If the Claim Administrator denies Your claim in whole or in part, the notice of the claim's denial will be written in a style and manner calculated to be understood by You and be provided in a culturally and linguistically appropriate manner as set forth in Department of Labor Regulation § 2560.503-1(o). The notice of denial will state:

- the specific reason or reasons for the denial;
- specific references to pertinent provisions of This Plan on which the denial is based;
- a description of any additional material or information necessary for You to perfect the claim and an explanation as to why such material or information is necessary;
- an explanation of This Plan's claims review procedure;
- a discussion of the decision as set forth in Department of Labor Regulation § 2560.503-1(g)(1)(vii)(A); and
- 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 for benefits.

If an internal rule, protocol, guideline, or other criterion was relied upon in denying Your claim for benefits, the notice of denial will state the rule, protocol, guideline, or other criterion or a statement that such rules, guidelines, protocols, standards or other similar criteria of This Plan do not exist.

If the denial of Your claim for benefits is based on a medical necessity, experimental treatment, or similar exclusion or limit, You will receive one of the following:

- An explanation of scientific or clinical judgment for the determination, applying the terms of This Plan to Your medical circumstances; or
- A statement that such explanation will be provided free of charge upon request.

The notification will also contain the procedures on how to appeal for reconsideration of Your claim denial decision (including the time limits applicable to such procedures), as well as a statement indicating Your right to file suit under Section 502(a) of the Employee Retirement Income Security Act of 1974 ("ERISA") after a denial of Your claim on final appeal.

### **Appealing the Initial Determination**

If the Claim Administrator denies Your claim, You or your representative may appeal the decision. Upon Your written request, the Claim Administrator will provide You free of charge with copies of documents, records and other information relevant to Your claim. You must submit Your appeal to the Claim Administrator at the address

indicated on the claim form within 180 days of receiving the Claim Administrator's decision. Appeals must be in writing and must include at least the following information:

- Name of Employee
- Name of This Plan
- Reference to the initial decision
- An explanation why You are appealing the initial determination, including all of the grounds upon which Your appeal is based and any facts in support thereof

As part of Your appeal, You may submit any written comments, documents, records, or other information relating to Your claim.

After the Claim Administrator receives Your timely written request appealing the initial determination, the Claim Administrator will conduct a full and fair review of Your claim. Deference will not be given to the initial denial, and the Claim Administrator's review will look at the claim anew. The review on appeal will take into account all comments, documents, records, and other information that You submit relating to Your claim without regard to whether such information was submitted or considered in the initial determination. The person who will review Your appeal will not be the same person as the person who made the initial decision to deny Your claim. In addition, the person who is reviewing the appeal will not be a subordinate of the person who made the initial decision to deny Your claim. If the initial denial is based in whole or in part on a medical judgment, the Claim Administrator will consult with a health care professional with appropriate training and expertise in the field of medicine involved in the medical judgment. Such health care professional will not be the same health care professional who was consulted on the initial determination and will not be a subordinate of any health care professional who was consulted on the initial determination.

The Claim Administrator will notify You in writing of its final decision within a reasonable period of time, but no later than 45 days after the Claim Administrator's receipt of Your written request for review, except for situations requiring an extension of time because of matters beyond the control of This Plan, in which case, the Claim Administrator may have up to an additional 45 days to provide written notification of the final decision. If such an extension is required, the Claim Administrator will notify You prior to the expiration of the initial 45-day period, state the reason(s) why such an extension is needed, and state when it will make its determination. In no event, however, will the written decision be issued more than 90 days after the request for review is received. The decision of the Claim Administrator on any benefit claim will be final and conclusive upon all persons.



If the Claim Administrator denies the claim on appeal, in whole or in part, the Claim Administrator will send You a final written decision in a manner designed to be understood by You and in a culturally and linguistically appropriate manner as set forth in Department of Labor Regulation § 2560.503-1(o), stating the following:

- the specific reason or reasons for the denial;
- specific references to pertinent provisions of This Plan on which the denial is based;
- if the appeal was denied because sufficient information was not provided, a description of the additional information that was needed and an explanation as to why it was needed;
- if applicable, the rule, guideline, protocol or similar criterion on which the denial was based or a statement that such rules, guidelines, protocols, standards, or similar criteria do not exist;
- if the denial is based on a medical necessity, experimental treatment, or similar exclusion or limit, an explanation of scientific or clinical judgment for the determination, applying the terms of This Plan to Your medical circumstances or a statement that such explanation will be provided free of charge upon request;
- a statement that You have the right to request, free of charge, copies of documents, records, and other information relevant to the denial of Your claim for benefits;
- a discussion of the decision as set forth in Department of Labor Regulation § 2560.503-1(j)(6)(i); and
- a statement of Your right to file a lawsuit under Section 502(a) of ERISA, including any limitations period of This Plan and the calendar date when the limitations period will expire.

**Discretionary Authority of Plan Administrator  
and Other Plan Fiduciaries**

In carrying out their respective responsibilities under This Plan, the Plan Administrator, the Claim Administrator and other Plan fiduciaries shall have discretionary authority to interpret the terms of This Plan and to determine eligibility for and entitlement to Plan benefits in accordance with the terms of This Plan. Any interpretation or determination made pursuant to such discretionary authority shall be given full force and effect, unless it can be shown that the interpretation or determination was arbitrary and capricious.

## STATEMENT OF ERISA RIGHTS

The following statement is required by federal law and regulation.

As a participant in This Plan, You are entitled to certain rights and protections under ERISA. ERISA provides that all 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, all Plan documents, a copy of the latest annual report (Form 5500 Series) filed by This Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of This Plan, and copies of the latest annual report (Form 5500 Series) and updated summary plan descriptions. The Administrator may make a reasonable charge for the copies.

Receive a summary of This Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

### **Prudent Actions by Plan Fiduciaries**

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. The people who operate Your Plan, called "fiduciaries" of This Plan, have a duty to do so prudently and in the interest of You and other Plan participants and beneficiaries.

No one, including Your employer 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.

## **Enforce Your Rights**

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 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 This Plan'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 a Federal court.

If it should happen that Plan fiduciaries misuse This 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; for example, if it finds Your claim is frivolous.

## **Assistance with Your Questions**

If You have any questions about Your Plan, You should contact the Plan Administrator. 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.