



Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates.

**The Lincoln National Life Insurance Company**

8801 Indian Hills Drive  
Omaha, NE 68114-4066  
Toll free (800) 423-2765  
www.LFG.com

November 14, 2022

Jeff Chapman / HS&BA Inc.  
Northern California Plasterers H&W Trust Fund  
4160 Dublin Blvd., Suite 400  
Dublin, CA 94568

Re:	Policy Number(s)	Coverage(s)	Amendment(s) Effective Date(s)
	000010051405	Life and AD	July 1, 2022
	Group I.D. NORTHCALIF		

Dear Jeff Chapman / HS&BA Inc.:

Enclosed you will find an Amendment and revised policy. As requested, effective July 1, 2022 for the above referenced policy we have changed the Dependent Life rates to the following:

Monthly Dependent Life Rate	
Class 1	\$1.00 per Family Unit
Class 2	\$3.40 per Family Unit

Please note that changes have been incorporated into your policy and certificates due to compliance updates.

Revised certificates are located on The Lincoln National Life Insurance Company website, [www.lincoln4benefits.com](http://www.lincoln4benefits.com). A supply of printed certificates can be requested from Client Services at the telephone number or email address below.

The amendment changes to your policy will affect your employee's volume/premium amounts. As a self-billed administrator, please be sure to adjust your premium statement accordingly to report any debit/credit adjustments due as a result of the amended plan design.

If you have any questions, please feel free to contact your broker or Customer Service Professional at 800-423-2765, or via email at [ClientServices@LFG.com](mailto:ClientServices@LFG.com). Thank you for giving The Lincoln National Life Insurance Company an opportunity to serve you.

Sincerely,

The Lincoln National Life Insurance Company

Enclosures

AMENDMENT NO. 4

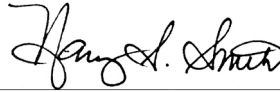
TO BE ATTACHED TO AND MADE PART OF GROUP POLICY NO.: 000010051405

ISSUED TO: Northern California Plasterers H&W Trust Fund

It is agreed that the above policy be replaced with the attached Policy, which is revised and dated July 1, 2022.

The effective date of this amendment is July 1, 2022; but only with respect to losses incurred on or after that date. Nothing contained in this amendment shall change any of the terms and conditions of this Policy; except as stated above.

**THE LINCOLN NATIONAL LIFE INSURANCE COMPANY**



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Officer of the Company



The Lincoln National Life Insurance Company  
 A Stock Company Home Office Location: Fort Wayne, Indiana  
 Group Insurance Service Office: 8801 Indian Hills Drive, Omaha, NE 68114-4066  
 (800) 423-2765 Online: www.LincolnFinancial.com

Group Policyholder:

Northern California Plasterers  
 H&W Trust Fund

In Consideration of the Group Policyholder's application for this Policy and payment of all premiums when due, The Lincoln National Life Insurance Company agrees to make the payments provided in this Policy to the persons entitled to them.

The first premium for this Policy is due on its effective date. Subsequent premiums are due on August 1, 2004, and on the same day of each month after that. Policy anniversaries will be each July 1<sup>st</sup>; unless shown otherwise on the Premium Rate Schedule inside.

The provisions and conditions set forth on the following pages are a part of this Policy, as fully as if recited over the signatures below.

The Lincoln National Life Insurance Company has executed this Policy at its Group Insurance Service Office in Omaha, Nebraska. The issue date of this Policy is July 1, 2004.

**IMPORTANT INFORMATION REGARDING YOUR INSURANCE. If you need to contact someone about this insurance for any reason, please contact your agent. If no agent was involved in its sale, or if you have additional questions; then you may contact the insurance company at the above address or phone them at 1-800-423-2765. If unable to obtain satisfaction from the company or agent, you may contact the state regulatory agency at California Department of Insurance, Consumer Communications Bureau, 300 South Spring Street, Los Angeles CA 90013, <https://www.insurance.ca.gov/01-consumers/> or phone them at 1-800-927-4357. Please have your policy number available.**

SECRETARY

PRESIDENT

**GROUP INSURANCE POLICY**  
 No. 000010051405  
 PROVIDING  
 LIFE INSURANCE  
 ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE  
 DEPENDENT LIFE INSURANCE

**This Policy contains an Accelerated Death Benefit provision. Receipt of an Accelerated Death Benefit will reduce benefits specified in this Policy. Accelerated Death Benefits may be taxable. As with all tax matters, the Insured Person should consult a professional tax advisor before applying for this benefit. Please read the Limitations section of the Accelerated Death Benefit included in this Policy.**

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**Northern California Plasterers H&W Trust Fund**  
**000010051405**  
**SCHEDULE OF INSURANCE**

**ELIGIBLE CLASSES**

- Class 1 All Full-Time Employees of Participating Employers Whose Employment is the Subject of a Collective Bargaining Agreement by and between the Employers and one of the following Eligible Local Unions: Plasterers 631, 295, 188, 337, 355, 481, 805, 836, 429, or 224
- Class 2 Retirees

The amount of an Insured Person's insurance is determined from the following table. The initial amount of coverage is the amount which applies to an Insured Person's Class on the date his or her coverage takes effect. An Insured Person may become eligible for increases in the amount of insurance in accord with the table. Any such increase will take effect on the latest of:

- (1) the first day of the Insurance Month coinciding with or next following the date on which the Insured Person becomes eligible for the increase; if Actively at Work on that day;
- (2) the day the Insured Person resumes Active Work, if not Actively at Work on the day the increase would otherwise take effect; or
- (3) the day any required evidence of insurability is approved by the Company.

Any decrease will take effect on the day of the change; whether or not the Insured Person is Actively at Work.

The amount of an Insured Person's Life Insurance shall be reduced by the amount of any Life Insurance in effect as a result of exercising the rights under the Conversion Privilege section of this Policy.

The following chart applies to the Extension of Death Benefit provision when benefits end upon attainment of the Social Security Normal Retirement Age:

<u>Year of Birth</u>	<u>Normal Retirement Age</u>
1937 and prior	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943 - 54	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
1960 and later	67

Note: Persons born on January 1 of any year should refer to the Normal Retirement Age for the previous year.

**Northern California Plasterers H&W Trust Fund  
000010051405**

**SCHEDULE OF INSURANCE**

**For**

**Class 1 - All Full-Time Employees of Participating Employers Whose Employment is the Subject of a Collective Bargaining Agreement by and between the Employers and one of the following Eligible Local Unions: Plasterers 631, 295, 188, 337, 355, 481, 805, 836, 429, or 224**

MINIMUM HOURS: 100 hours per month

WAITING PERIOD: (For date insurance begins, refer to "Effective Date" section)  
300 hours of continuous Active Work within a 12 month period

CONTRIBUTIONS: Insured Persons are not required to make contributions for Personal Life & AD&D Insurance and Dependent Life Insurance.

**LIFE AND AD&D INSURANCE**

	Benefit Amount
Personal Life Insurance	\$10,000
AD&D Insurance Principal Sum	\$10,000

Personal Life and AD&D Insurance will terminate when the Insured Person retires.

**Northern California Plasterers H&W Trust Fund**  
**00010051405**  
**SCHEDULE OF INSURANCE**  
**For**  
**Class 1**  
**LIFE AND AD&D INSURANCE (CONTINUED)**

**DEPENDENTS INSURANCE**

Dependent Life Insurance	Benefit Amount
Spouse	\$5,000
Dependent Child (age 14 days to 6 months)	\$500
Dependent Child (age 6 months to 21 years, 25 years if a full-time student)	\$5,000

Spouse Life Insurance will terminate when the Spouse attains age 70

Dependents Life Insurance may not exceed 50% of the Insured Person's insured amount of Life Insurance.



**Northern California Plasterers H&W Trust Fund**  
**000010051405**  
**SCHEDULE OF INSURANCE**  
**For**  
**Class 2 - Retirees**

MINIMUM HOURS: 100 hours per month

WAITING PERIOD: (For date insurance begins, refer to “Effective Date” section)  
300 hours of continuous Active Work within a 12 month period

CONTRIBUTIONS: Insured Persons are not required to make contributions for Personal Life & AD&D Insurance and Dependent Life Insurance.

**LIFE AND AD&D INSURANCE**

	Benefit Amount
Personal Life Insurance	\$2,000
AD&D Insurance Principal Sum	\$2,000

Personal Life Insurance will terminate when the Insured Person attains age 99.

AD&D Insurance will terminate when the Insured Person attains age 70.

**Northern California Plasterers H&W Trust Fund**  
**00010051405**  
**SCHEDULE OF INSURANCE**  
**For**  
**Class 2**  
**LIFE AND AD&D INSURANCE (CONTINUED)**

**DEPENDENTS INSURANCE**

Dependent Life Insurance	Benefit Amount
Spouse	\$1,000

Spouse Life Insurance will terminate when the Spouse attains age 99

Dependents Life Insurance may not exceed 50% of the Insured Person's insured amount of Life Insurance.

## DEFINITIONS

**ACTIVE WORK** or **ACTIVELY AT WORK** means an employee's full-time performance of all customary duties of his or her occupation at:

- (1) the **GROUP POLICYHOLDER'S** place of business; or
- (2) any other business location where the employee is required to travel.

Unless disabled on the prior workday or on the day of absence, an employee will be considered **Actively at Work** on the following days:

- (1) a Saturday, Sunday or holiday which is not a scheduled workday;
- (2) a paid vacation day, or other scheduled or unscheduled non-workday; or
- (3) an excused or emergency leave of absence (except a medical leave).

**COMPANY** means The Lincoln National Life Insurance Company, an Indiana corporation, whose Group Insurance Service Office address is 8801 Indian Hills Drive, Omaha, Nebraska 68114-4066.

**DAY OR DATE** means at 12:01 A.M., Standard Time, at the **GROUP POLICYHOLDER'S** place of business; when used with regard to eligibility dates and effective dates. It means 12:00 midnight, Standard Time, at the same place; when used with regard to termination dates.

**FULL-TIME EMPLOYEE** means an employee of the **GROUP POLICYHOLDER**:

- (1) whose employment with the **GROUP POLICYHOLDER** is the employee's principal occupation;
- (2) who is not a temporary or seasonal employee; and
- (3) who is regularly scheduled to work at such occupation at least the Minimum Hours shown in the Schedule of Insurance.

**GROUP POLICYHOLDER** means the person, partnership, corporation, or trust as shown on the Title Page of this Policy.

**INSURANCE MONTH** means that period of time:

- (1) beginning at 12:01 A.M. Standard Time, at the **GROUP POLICYHOLDER'S** place of business on the first day of any calendar month; and
- (2) ending at 12:00 midnight on the last day of the same calendar month.

**INSURED PERSON** means a **PERSON** for whom the coverages provided by this Policy are in effect.

**PERSON** means a **FULL-TIME EMPLOYEE** or **RETIREE** of the **GROUP POLICYHOLDER**:

- (1) who is a member of an employee class which is eligible for coverage under this Policy; and
- (2) who has completed an enrollment form.

**PERSONAL INSURANCE** means the insurance provided by this Policy on Insured Persons.

**PHYSICIAN** means a licensed practitioner of the healing arts other than the Insured Person or a relative of the Insured Person.

**POLICY** means this Group Insurance Policy issued by the Company to the Group Policyholder.

**RETIREE** means a former full-time employee of the Group Policyholder who is eligible for retirement benefits.

## GENERAL PROVISIONS

**ENTIRE CONTRACT.** The entire contract between the parties consists of:

- (1) this Policy and any amendments to it; and
- (2) the Group Policyholder's application, if any.

All statements made by the Group Policyholder, and by Insured Persons or Dependents are representations and not warranties. No statement made by an Insured Person or Dependent will be used to contest the coverage provided by this Policy; unless:

- (1) it is contained in a written statement signed by that Insured Person or Dependent; and
- (2) a copy of the statement is furnished to the Insured Person, Dependent, or Beneficiary.

Only an Officer of the Company may change this Policy or extend the time for payment of any premium. No change will be valid unless made in writing and signed by an Officer of the Company. Any change so made will be binding on all persons referred to in this Policy.

**INCONTESTABILITY.** Except for the non-payment of premiums, the Company may not contest the validity of this Policy as to any Insured Person after it has been in force for two years during his or her lifetime. This clause will not affect the Company's right to contest claims made for disability, accidental death, or accidental dismemberment benefits.

**NONPARTICIPATION.** This Policy will not be entitled to share in the surplus earnings of the Company.

**BASIS OF RESERVE.** The reserve for this Policy will not be less than the reserve computed using:

- (1) the 2001 CSO Mortality Table; and
- (2) interest at not less than three percent per annum.

**INFORMATION TO BE FURNISHED.** The Group Policyholder may be required to furnish any information needed to administer this Policy. Clerical error by the Group Policyholder not:

- (1) affect the amount of insurance which would otherwise be in effect; or
- (2) continue insurance which otherwise would be terminated.

Once an error is discovered, an equitable adjustment in premium will be made. If a premium adjustment involves the return of unearned premium, the amount of the return will be limited to the twelve month period which precedes the date the Company receives proof such an adjustment should be made.

The Company may inspect any of the Group Policyholder's records which relate to this Policy.

**MISSTATEMENT OF AGE.** If an Insured Person's age has been misstated, premiums will be subject to an equitable adjustment. If the amount of benefit depends upon age; then the benefit will be that which would have been payable, based upon the person's correct age.

**ACTS OF THE POLICYHOLDER.** In administering this Policy, the Group Policyholder must:

- (1) treat Employees the same in like situations; and
- (2) allow the Company, without inquiry, to rely on its acts.

**GROUP POLICYHOLDER'S AGENCY.** For all purposes of this Policy, the Group Policyholder acts on its own behalf or as an agent of the Insured Person. Under no circumstances will the Group Policyholder be deemed the agent of the Company.

**NEW EMPLOYEES.** Employees who become eligible after this Policy takes effect may be enrolled, in accord with the terms of this Policy. (See the Eligibility and Effective Dates sections.)

**CERTIFICATES.** The Group Policyholder will be furnished with individual Certificates for delivery to each Insured Person. The Group Policyholder is responsible for distributing a Certificate to each Insured Person. These certificates summarize the benefits provided by this Policy. If there is a conflict between the Policy and the Certificate, the Policy will control.

**GENERAL PROVISIONS**  
**(Continued)**

**CONFORMITY WITH STATE STATUTES.** If any provision of this Policy conflicts with any applicable law, the provision will be deemed to conform to the minimum requirements of the law.

**WORKER'S COMPENSATION.** This Policy is not to be construed to provide benefits required by Worker's Compensation laws.

## ELIGIBILITY AND EFFECTIVE DATES FOR PERSONAL INSURANCE

ELIGIBILITY. A Person becomes eligible for the coverage provided by this Policy on the later of:

- (1) the Policy's date of issue; or
- (2) the date the Waiting Period is completed.

WAITING PERIOD. (See Schedule of Insurance).

EFFECTIVE DATE. Personal Insurance becomes effective on the latest of:

- (1) the first day of the Insurance Month following the date the Person becomes eligible for the coverage;
- (2) the date the Person resumes Active Work, if not Actively at Work on the day he or she becomes eligible;
- (3) the date the Person makes written application for Personal Insurance; and signs:
  - (a) a payroll deduction order, if Insured Persons pay any part of the Policy premium; or
  - (b) an order to pay premiums from the Person's Section 125 Plan account, if Employer contributions are made through a Section 125 Plan; or
- (4) the date the Company approves the Person's coverage, if evidence of insurability is required.

EVIDENCE OF INSURABILITY. Evidence of insurability satisfactory to the Company must be submitted when:

- (1) a Person makes written application for Personal Insurance more than 31 days after becoming eligible for the coverage; or
- (2) a Person makes written application for Personal Insurance after he or she has requested:
  - (a) to cancel Personal Insurance;
  - (b) to stop payroll deductions for the coverage; or
  - (c) to stop premium payments from the Section 125 Plan account.

EXCEPTIONS. If an Insured Person's coverage terminates due to an approved leave of absence or military leave, the Company will waive any Waiting Period or evidence of insurability requirement upon his or her return; provided:

- (1) the Person returns within six months after the leave begins;
- (2) the Person applies or is enrolled within 31 days after resuming Active Work; and
- (3) the reinstated amount of insurance does not exceed the amount which terminated.

If an Insured Person's coverage terminates due to a lay-off, the Company will waive any Waiting Period or evidence of insurability requirement upon his or her return; provided:

- (1) the Person returns within 12 months after the date the lay-off begins;
- (2) the Person applies or is reenrolled within 31 days after resuming Active Work; and
- (3) the reinstated amount of insurance does not exceed the amount which terminated.

Reinstatement will take effect on the date the Insured Person returns to Active Work.

If an Insured Person's coverage terminates because his or her employment ends, the Company will waive any Waiting Period or evidence of insurability requirement upon his or her return; provided:

- (1) the Person is rehired within 12 months after employment terminated;
- (2) the Person applies or is reenrolled within 31 days after resuming Active Work; and
- (3) the reinstated amount of insurance does not exceed the amount which terminated.

Reinstatement will take effect on the date the Insured Person returns to Active Work.

An Insured Person must work a minimum of 100 hours per month. A reserve credit will be given for each hour worked in excess of the required 100 hours per month. Such excess hours will be accumulated in his or her favor up to a maximum of 500 hours. Excess hours will then be used to continue an Insured Person's insurance during those months that he or she works less than the required 100 hours.

## INDIVIDUAL TERMINATIONS

An Insured Person's coverage will terminate on the earliest of:

- (1) the date this Policy terminates;
- (2) the last day of the Insurance Month in which the Insured Person requests termination;
- (3) the last day of the last Insurance Month for which premium payment is made on the Insured Person's behalf;
- (4) the date the Insured Person ceases to be in a class of employees which is eligible for coverage under this Policy;
- (5) with respect to any particular insurance benefit, the date the portion of the Policy providing that benefit terminates;
- (6) the date the Insured Person's employment with the Group Policyholder terminates; unless the Insured Person is eligible for Retirement Benefits; or
- (7) the date the Insured Person enters the armed services of any state or country on active duty; except for duty of 30 days or less for training in the Reserves or National Guard. (If the Insured Person sends proof of military service, the Company will refund any unearned premium.)

Ceasing Active Work results in termination of insurance; but coverage may be continued as follows:

- (1) If the Insured Person is disabled due to illness or injury, then coverage may be continued until the earliest of:
  - (a) 12 Insurance Months after the disability begins;
  - (b) the date the Person is no longer disabled; or
  - (c) for Life Insurance; the date the Insured Person qualifies for any Extension of Death Benefit under this Policy;provided premium payments are made on his or her behalf.
- (2) If the Insured Person ceases work due to a temporary lay off, an approved leave of absence, or a military leave; then coverage may be continued:
  - (a) for three Insurance Months after the lay off or leave begins;
  - (b) provided premium payments are made on his or her behalf.

## CONTINUATION OF INSURANCE DURING A LABOR DISPUTE

An Insured Person may continue his or her insurance (except for any Weekly Disability Income Insurance) for as long as six months when:

- (1) the Employer's premium contributions are required by a collective bargaining agreement; and
- (2) the Insured Person's eligibility ends because his or her employment ceases due to a labor dispute.

Continued insurance will end on the earliest of:

- (1) the date insurance has been continued for six months;
- (2) the date the Insured Person begins full-time employment with another employer;
- (3) the date fewer than 75% of the Insured Persons eligible for this continuation are continuing their insurance;
- (4) the end of the period for which the last premium has been paid;
- (5) the date the Conversion Privilege is exercised; or
- (6) the date insurance would otherwise terminate, had the Insured Person remained an active Full-Time Employee.

Any Weekly Disability Income Insurance will terminate on the day the Insured Person's active employment ceases, however.

**MONTHLY PREMIUM.** The Insured Person must continue to pay the Group Policyholder the required monthly premium (including the part normally paid by the Employer). The monthly premium will be at the same rate the Company would have charged for the coverage, if the Insured Person had remained an active Full-Time Employee. The Company retains the right to adjust the rates during the continuation period.

**ELECTION.** To continue insurance, the Insured Person must send the Group Policyholder:

- (1) a written request to continue insurance; and
- (2) the first monthly premium payment.

This must be done within 31 days after his or her employment ceases due to a labor dispute. An Insured Person may exercise the Conversion Privilege at any time during the period of continued coverage.



## PREMIUMS AND PREMIUM RATES

**PAYMENT OF PREMIUMS.** No coverage provided by this Policy will be in effect until the first premium for such coverage is paid. For coverage to remain in effect, each subsequent premium must be paid on or before its due date. The Group Policyholder is responsible for paying all premiums as they become due. Premiums are payable on or before their due dates at the Company's Group Insurance Service Office. The premium must be paid in U.S. dollars.

**PREMIUM RATE CHANGE.** The Company may change any premium rate on any of the following dates:

- (1) the date this Policy's terms are changed;
- (2) the date the Company's liability is changed due to a change in federal, state or local law;
- (3) the date the Group Policyholder (or any covered division, subsidiary or affiliated company) relocates, dissolves or merges, or is added to or removed from this Policy;
- (4) the date any coverage for one or more classes ceases to be provided under this Policy;
- (5) the date the number of Insured Persons changes by 25% or more from the enrollment on the date this Policy took effect, or the most recent Rate Guarantee Date expired, if later; or
- (6) on any premium due date on or after this Policy's first anniversary, or any later rate guarantee date agreed upon by the Company.

Unless the Company and the Group Policyholder agree otherwise, the Company will give at least 45 days' advance written notice of any increase in premium rates.

**PREMIUM AMOUNT.** The amount of premium due on each due date will be the sum of the products obtained by multiplying each rate shown in the Premium Rate Schedule by the amount of insurance to which the rate applies.

Premium adjustments will not be pro-rated daily. Instead, premium will be adjusted as follows.

- (1) When an Insured Person's insurance or increase takes effect, premium will be charged from the monthly due date coinciding with or next following that change.
- (2) When all or part of an Insured Person's insurance terminates, the applicable premium will cease on the monthly due date coinciding with or next following that termination.
- (3) When premiums are paid other than monthly, increases or decreases will result in adjustment from the premium due date coinciding with or next following that change.

The above manner of charging premium is for accounting purposes only. It will not extend coverage beyond a date it would have otherwise terminated. Each premium payment will include any adjustments in past premiums, which are needed due to changes that have not yet been taken into account. If a premium adjustment involves a return of unearned premium, the refund will be limited to the prior 12-month period.

### PREMIUM RATE SCHEDULE

Monthly AD&D Rate	\$.00 per \$1,000 of insurance
Monthly Dependent Life Rate	
Class 1	\$1.00 per Family Unit
Class 2	\$3.40 per Family Unit
Monthly Group Life Rate	
Class 1	\$.20 per \$1,000 of insurance
Class 2	\$3.40 per \$1,000 of insurance

## **GRACE PERIOD**

A grace period of 60 days from the due date will be allowed for the payment of each premium after the first. This Policy will remain in effect during the grace period; unless the Group Policyholder gives the Company advance written notice of termination. The Group Policyholder will remain liable for payment of a pro rata premium for the time this Policy remained in force during the grace period.

## **POLICY TERMINATION**

**TERMINATION BY THE COMPANY.** To terminate this Policy, the Company must give the Group Policyholder at least 31 days' advance written notice of its intent to do so. The Company may terminate this Policy coverage on the due date of any premium; if:

- (1) the total number of Insured Persons is less than ten;
- (2) all of the premium is paid by the Group Policyholder and less than 100% of those eligible for coverage are insured;
- (3) part of the premium is paid by Insured Persons and less than 75% of those eligible for coverage are insured;
- (4) the Group Policyholder, without good cause, fails to:
  - (a) promptly furnish any information the Company reasonably requires; or
  - (b) perform its duties pertaining to this Policy in good faith;
- (5) the Company terminates all other policies where permitted by their terms, which provide life insurance in the same state in which this Policy was issued; or
- (6) state law otherwise requires this Policy to be terminated.

**TERMINATION BY GROUP POLICYHOLDER.** The Group Policyholder may terminate this Policy at any time, by giving the Company advance written notice. Coverage will then terminate:

- (1) on the date the Company receives the notice; or
- (2) any later date the Group Policyholder and the Company have agreed upon.

The Group Policyholder remains responsible for the payment of premiums to the date of termination.

**AUTOMATIC TERMINATION.** If any premium remains unpaid at the end of the Grace Period; then this Policy will automatically terminate, without any action on the Company's part, on the last day of the Grace Period. The Group Policyholder remains responsible for the payment of premiums to the date of termination.

**EFFECT ON INCURRED CLAIMS.** Termination of this Policy will not affect benefits otherwise payable for a claim incurred while this Policy is in force.

## **BENEFICIARY**

**PAYMENTS TO BENEFICIARY.** At an Insured Person's death, the amount of his or her Personal Life Insurance will be paid to the surviving Beneficiary. If the Insured Person has not named a Beneficiary, or if no named Beneficiary survives the Insured Person; then payment will be made to that Insured Person's:

- (1) surviving spouse; or, if none
- (2) surviving child or children in equal shares; or, if none
- (3) surviving parent or parents in equal shares; or, if none
- (4) surviving brothers and sisters in equal shares; or, if none
- (5) estate, or in accord with the Facility of Payment section of this Policy.

The amount payable to anyone shown above will be reduced by any amount paid in accord with the Facility of Payment section.

In determining who is to receive payment, the Company may rely upon an affidavit by a member of the class of relatives to receive payment. The Company will make payment based upon the affidavit it has; unless it receives notice of a valid claim by some other person, at its Group Insurance Service Office, before paying the proceeds. Such payment will release the Company from any further obligation for the Insured Person's life insurance benefit.

If an Insured Person's named Beneficiary dies:

- (1) within 15 days of the Insured Person's death; and
- (2) before the Company receives satisfactory proof of the Insured Person's death;

then payment will be made as if the Insured Person had survived that Beneficiary; unless other provisions have been made.

**NAMING THE BENEFICIARY.** An Insured Person's Beneficiary will be as shown on his or her enrollment card, unless changed. This Policy may replace a group policy providing similar coverages. In that event, the Beneficiary which the Insured Person named under the prior policy will be the Beneficiary under this Policy, until changed.

**CHANGING THE BENEFICIARY.** Only the Insured Person, or his or her assignee, may change the Beneficiary. A new Beneficiary may be named by filing a written notice of the change with the Company at its Group Insurance Service Office. The change will be effective as of the date it was signed; subject to any action the Company takes before receiving notice of the change.

When applying for a conversion policy under the Conversion Privilege Section, an Insured Person must name a Beneficiary. The Beneficiary named for the conversion policy may be someone other than the person named under this Policy. In that event, the application for the conversion policy will be treated as a written notice of change of Beneficiary.

## ASSIGNMENTS

Personal Life Insurance and Accidental Death Insurance may be assigned. The assignments allowed under this Policy are absolute assignments and funeral assignments as described below.

No assignment will be binding on the Company unless and until:

- (1) it is made on a form furnished by the Company;
- (2) the original is completed and filed with the Company at its Group Insurance Service Office;  
and
- (3) it is approved by the Company.

The Company and the Group Policyholder do not assume responsibility for the validity or effect of an assignment.

**ABSOLUTE ASSIGNMENTS.** An Insured Person may make an irrevocable assignment of his or her Personal Life Insurance and Accidental Death Insurance as a gift (with no consideration), providing he or she has the legal capacity and the mental capacity to do so. It may be made to a trust or to one or more of the Insured Person's relatives, their estates, or to a trustee of a trust under which one of the relatives is a beneficiary.

The term "relatives" includes, but is not limited to, an Insured Person's spouse, parents, grandparents, aunts, uncles, siblings, children, adopted children, stepchildren, and grandchildren.

In some states, community property is an established form of ownership that must be considered in making an assignment. If an Insured Person makes an absolute assignment to two or more assignees, such assignees will be joint owners with the right of survivorship between them. An Insured Person should consult with his or her own legal advisor before making an assignment.

Once the assignment has been recorded by the Company, the Insured Person can no longer change the beneficiary and cannot apply for conversion. Only the assignee can change the beneficiary designation if the previous designation is revocable. An assignment will have no effect on a prior irrevocable beneficiary designation. Only the assignee can apply for conversion but only when the Conversion Privilege provision would have been available to the Insured Person in the absence of the assignment under this Policy.

An absolute assignment cannot be used as a collateral assignment.

**FUNERAL ASSIGNMENTS.** Upon an Insured Person's death, the beneficiary may assign the Personal Life Insurance benefit and Accidental Death Insurance benefit to a funeral home for payment of burial expenses. After payment has been made for the burial expenses to the assigned funeral home, the remaining death benefit is then paid in accord with the Beneficiary and Settlement Options sections of this Policy.

## **FACILITY OF PAYMENT**

Policy benefits may become payable to an Insured Person's estate, to a minor, or to a person who the Company does not consider competent to give a valid release. In that event, the Company has the option to pay one or more of the following:

- (1) a person who has assumed the care and support of the Insured Person or Beneficiary;
- (2) a person who has incurred expense as a result of the Insured Person's last illness or death;
- (3) the personal representative of the Insured Person's estate; or
- (4) any person related by blood or marriage to the Insured Person.

No payment made under this section may exceed \$2,000. Any payment made in good faith under this section will fully discharge the Company to the extent of the payment. Any remaining amount of benefit will be paid as shown in the Beneficiary section.

## **DEATH BENEFIT**

**AMOUNT PAYABLE ON DEATH.** Upon receipt of satisfactory proof of an Insured Person's death, the Company will pay a death benefit equal to the amount of Personal Life Insurance in effect on the date of death. This amount is shown in the Schedule of Insurance. The benefit will be paid as shown in the Beneficiary, Facility of Payment, and Settlement Options sections.

## **SETTLEMENT OPTIONS**

**INSTALLMENTS.** All or part of the death benefit may be received in installments, by making written election to the Company.

**ELECTION.** While living, an Insured Person may direct the Company to pay the death benefit in installments. If no such direction is in effect at the time of the Insured Person's death, the Beneficiary may make such an election.

**CONDITIONS.** Any election, whether by an Insured Person or a Beneficiary, must comply with the Company's practices at the time it is made. The amount applied under a settlement option must be at least \$2,000. It must be sufficient to provide a payment of at least \$20 per month.

## EXTENSION OF DEATH BENEFIT

**BENEFIT FOR TOTAL DISABILITY PRIOR TO AGE 60.** Life insurance will be continued, **without payment of premiums**, for an Insured Person who:

- (1) becomes Totally Disabled while insured under this Policy and before reaching age 60;
- (2) remains Totally Disabled for at least 6 months in a row; and
- (3) submits satisfactory proof within the 7<sup>th</sup> through the 12<sup>th</sup> months of disability; or:
  - (a) as soon as reasonably possible after that; but
  - (b) not later than the 24<sup>th</sup> month of disability, unless he or she was legally incapacitated.

**PREMIUM PAYMENT.** Premium payments must continue until:

- (1) the day the Insured Person is approved for this Extension of Death Benefit; or
- (2) the day this Policy terminates (whichever occurs first).

Upon receipt of satisfactory proof, the Company will refund up to 12 months' premium paid for the Insured Person's life insurance, from the 1<sup>st</sup> day of Total Disability.

### DEFINITIONS.

"Total Disability" or "Totally Disabled," as used in this provision, means:

- (1) during the first 24 consecutive months, the Insured Person is unable to perform with reasonable continuity the Substantial and Material Duties of his or her Own Job due to sickness or bodily injury; and
- (2) after 24 consecutive months, the Insured Person, due to sickness or bodily injury, is unable to engage with reasonable continuity in any other job in which he or she could reasonably be expected to perform satisfactorily in light of his or her age, education, training, experience, station in life, or physical and mental capacity.

"Own Job" means the occupation, trade or profession:

- (1) in which the Insured Person was employed with the Group Policyholder or Employer immediately prior to becoming Totally Disabled; and
- (2) which was his or her main source of earned income immediately prior to becoming Totally Disabled.

"Substantial and Material Duties" means the important tasks, functions and operations that:

- (1) are generally required by employers from those engaged in the Insured Person's own job; and
- (2) cannot be reasonably omitted or modified.

In determining what Substantial and Material Duties are necessary to pursue the Insured Person's Own Job, the Company will first look at the specific duties required by the Employer. If the Insured Person is unable to perform one or more of these duties with reasonable continuity, the Company will then determine whether those duties are customarily required of other employees engaged in the Insured Person's Own Job. If any specific, material duties required of the Insured Person by the Employer differ from the material duties customarily required of other employees engaged in the Insured Person's Own Job, then the Company will not consider those duties in determining what Substantial and Material Duties are necessary to pursue the Insured Person's Own Job.

**EXTENSION OF DEATH BENEFIT  
(Continued)**

**NOTICE OF CLAIM.** Written notice of claim must be given within 20 days after Total Disability occurs; or as soon as possible after that.\* The notice must be sent to the Company's Group Insurance Service Office. It should include:

- (1) the Insured Person's name and address; and
- (2) the number of this Policy.

The Company's Group Insurance Service Office is at the following address:

**The Lincoln National Life Insurance Company  
Client Services  
P.O. Box 2616  
Omaha, NE 68103  
Toll Free: (800) 423-2765  
ClientServices@LFG.com**

**CLAIM FORMS.** When notice of claim is received, the Company will send claim forms for filing the required proof. If the Company does not send the forms within 15 days; then the Insured Person or Beneficiary (the claimant) may send the Company written proof of claim in a letter. It should state the nature, date and cause of the Total Disability.

**PROOF OF CLAIM.** The Company must be given written proof of claim within 90 days after the date of the Total Disability; or as soon as reasonably possible after that.\* It must show the nature, date and cause of the Total Disability.

\* **Exception:** Failure to give notice or furnish proof of claim within the required time period will not invalidate or reduce the claim; if it is shown that it was done:

- (1) as soon as reasonably possible; and
- (2) in no event more than one year after it was required.

These time limits will not apply while the claimant lacks legal capacity.

**AMOUNT CONTINUED.** The life insurance continued by this section:

- (1) will be the amount of Personal Life Insurance and any Dependent Life Insurance in effect on the day the Insured Person's Total Disability begins; and
- (2) will be subject to the reductions and terminations in effect under this Policy on that day.

If the Insured Person receives an Accelerated Death Benefit, the amount will be reduced in accord with that provision. Any Accidental Death and Dismemberment Benefit will not be continued.

**ADDITIONAL PROOF.** At any time during this continuation, the Company may require the Insured Person to submit further proof of his or her continued Total Disability. Proof other than Examinations will be at the Insured Person's expense. After the first two years of Total Disability, the Company will not request proof more than once a year.

When an Insured Person dies after submitting proof, further proof must be submitted to the Company showing that he or she remained continuously and Totally Disabled until death. When an Insured Person dies within 12 months after Total Disability begins, but before submitting proof; then his or her death benefit will still be paid under the terms of this Policy. But the Company must first receive satisfactory proof of his or her continuous Total Disability, from the last day of Active Work until the date of death.

**EXAMINATIONS.** At any time during this continuation, the Company may require the Insured Person to be examined by a Physician of the Company's choice, as often as reasonably necessary. Any such exam will be at the Company's expense. After the first two years of Total Disability, the Company will not request an exam more than once a year.

**EXTENSION OF DEATH BENEFIT  
(Continued)**

**TERMINATION.** Any life insurance extended under this section will terminate automatically on the earliest of:

- (1) the day the Insured Person ceases to be Totally Disabled;
- (2) the day the Insured Person fails to take a required medical examination;
- (3) the 45<sup>th</sup> day after the Company mails a request for additional proof, if it is not given;
- (4) the effective date of the Insured Person's individual conversion policy, with respect to any amount of life insurance converted in accord with the Conversion Privilege section; or
- (5) the day the Insured Person reaches Social Security Normal Retirement Age (SSNRA).

**RIGHTS AFTER TERMINATION.** If Total Disability ends and the Insured Person **does not return** to a class eligible for Policy coverage, then he or she may exercise the Conversion Privilege. If Total Disability ends and the Insured Person **does return** to an eligible class, then his or her Policy coverage will resume when premium payments are resumed and any conversion policy is surrendered as provided below.

**CONVERSION POLICIES.** If the Insured Person has exercised the Conversion Privilege and the benefits payable under this Policy and the conversion policy combined would exceed:

- (1) the Insured Person's original amount of life insurance prior to the conversion; or
- (2) any greater amount for which he or she later becomes insured under this Policy;

then benefits will be payable under the terms of this Policy, provided the conversion policy is first surrendered to the Company. No claim may be made under the conversion policy, except for refund of premium less any dividends and policy loans.



## ACCELERATED DEATH BENEFIT

BENEFIT. The Accelerated Death Benefit is an advance payment of part of the Insured Person's Personal Life Insurance. It may be paid to the Insured Person, in a lump sum, once during the Insured Person's lifetime.

To qualify, a Terminal Insured Person must:

- (1) have satisfied the Active Work requirement under this Policy;
- (2) have been insured under this Policy for at least 12 months; and
- (3) have at least \$2,000 of Personal Life Insurance under this Policy on the day before the Accelerated Death Benefit is paid.

Receiving the Accelerated Death Benefit will reduce the Remaining Life Insurance and the Death Benefit payable at death, as shown on the next page.

"Claimant," as used in this section, means the Terminal Insured Person for whom the Accelerated Death Benefit is requested.

"Terminal" means the Insured Person has a medical condition which is expected to result in death within 12 months, despite appropriate medical treatment.

APPLYING FOR THE BENEFIT. To withdraw the Accelerated Death Benefit, the Insured Person (or his or her legal representative) must send the Company:

- (1) written election of the Accelerated Death Benefit, on forms supplied by the Company; and
- (2) satisfactory proof that the Claimant is Terminal, including a Physician's written statement.

The Company reserves the right to decide whether such proof is satisfactory.

Before paying an Accelerated Death Benefit, the Company must also receive the written consent of any irrevocable beneficiary, assignee or bankruptcy court with an interest in the benefit. (See Limitations 3, 4 and 5.)

**NOTE: THIS IS NOT A LONG-TERM CARE POLICY. RECEIVING THIS ACCELERATED DEATH BENEFIT WILL REDUCE THE BENEFIT PAYABLE AT DEATH. ANY AMOUNT WITHDRAWN MAY BE TAXABLE INCOME, SO THE INSURED PERSON SHOULD CONSULT A TAX ADVISOR BEFORE APPLYING FOR THIS BENEFIT.**

AMOUNT OF THE BENEFIT. The Insured Person may elect to withdraw an Accelerated Death Benefit in any \$1,000 increment; subject to:

- (1) a minimum of \$1,000 or 10% of the Claimant's amount of Life Insurance (whichever is greater); and
- (2) a maximum of \$250,000 or 75% of the Claimant's amount of Life Insurance (whichever is less).

To determine the Accelerated Death Benefit, the Company will use the lesser of A or B below:

- A. the Claimant's amount of Life Insurance which is in force on the day before the Accelerated Death Benefit is paid; or
- B. the Claimant's amount of Life Insurance which would be in force 12 months after that date; if the coverage is scheduled to reduce, due to age, within 12 months after the Accelerated Death Benefit is paid.

ADMINISTRATIVE CHARGE: NONE

WITHDRAWAL FEE: NONE

**ACCELERATED DEATH BENEFIT**  
**(Continued)**

**EFFECT ON AMOUNT OF LIFE INSURANCE.** "Remaining Life Insurance" means the amount of Life Insurance which remains in force on the Claimant's life after an Accelerated Death Benefit is paid. The Remaining Life Insurance will equal:

- (1) the Claimant's amount of Life Insurance which was used to determine the Accelerated Death Benefit (A or B above); minus
- (2) any percentage by which the Claimant's coverage is scheduled to reduce, due to age; if the reduction occurs more than 12 months after the Accelerated Death Benefit is paid, and while he or she is still living; minus
- (3) the amount of the Accelerated Death Benefit withdrawn.

**PREMIUM:** There is no additional charge for this benefit. Continuation of the Remaining Life Insurance will be subject to timely payment of the premium for the reduced amount; unless the Insured Person qualifies for waiver of premium under this Policy's Extension of Death Benefit provision, if included.

**CONDITIONS.** If the Claimant exercises the Conversion Privilege after an Accelerated Death Benefit is paid, the amount of the conversion policy will not exceed the amount of his or her Remaining Life Insurance. If the Claimant has Accidental Death and Dismemberment benefits under this Policy, the Principal Sum will not be affected by the payment of an Accelerated Death Benefit.

**EFFECT ON DEATH BENEFIT.** When the Claimant dies after an Accelerated Death Benefit is paid, the amount of Remaining Life Insurance in force on the date of death will be paid as a Death Benefit. The Insured Person's Death Benefit will be paid in accord with the Beneficiary section of this Policy. If the Claimant dies after application for an Accelerated Death Benefit has been made, but before the Company has made payment; then the request will be void and no Accelerated Death Benefit will be paid. The amount of Life Insurance in force on the date of death will be paid in accord with Policy provisions.

**EFFECT ON TAXES AND GOVERNMENT BENEFITS.** Any Accelerated Death Benefit amount withdrawn may be taxable income to the Insured Person. Receipt of the Accelerated Death Benefit may also affect the Claimant's eligibility for Medicaid, Supplemental Security Income and other government benefits. The Claimant should consult his or her own tax and legal advisor before applying for an Accelerated Death Benefit. The Company is not responsible for any tax owed or government benefit denied, as a result of the Accelerated Death Benefit payment.

**LIMITATIONS.** No Accelerated Death Benefit will be paid:

- (1) if any required premium is due and unpaid;
- (2) on any conversion policy purchased in accord with the Conversion Privilege;
- (3) without the written approval of the bankruptcy court, if the Insured Person has filed for bankruptcy;
- (4) without the written consent of the beneficiary, if the Insured Person has named an irrevocable beneficiary;
- (5) without the written consent of the assignee, if the Insured Person has assigned his or her rights under this Policy;
- (6) if any part of the Life Insurance must be paid to the Insured Person's child, spouse or former spouse; pursuant to a legal separation agreement, divorce decree, child support order or other court order;
- (7) if the Claimant is Terminal due to a suicide attempt, while sane or insane; or due to an intentionally self-inflicted injury;
- (8) if a government agency requires the Insured Person or the Claimant to use the Accelerated Death Benefit to apply for, receive or continue a government benefit or entitlement; or
- (9) if an Accelerated Death Benefit has been previously paid for the Claimant under this Policy.

## CONVERSION PRIVILEGE - CONVERSION BENEFITS

**GENERAL BENEFIT.** An individual life policy, known as a conversion policy, may be purchased from the Company without evidence of insurability if all or part of anyone's life insurance, provided by this Policy, terminates for any reason except:

- (1) termination or amendment of the Policy; or
- (2) the Insured Person's request for:
  - (a) termination of insurance; or
  - (b) cancellation of payroll deduction.

To purchase a conversion policy, application and payment of the first premium must be made within 31 days after the life insurance is terminated.

Any policy issued under the General Conversion Benefit will:

- (1) be for an amount not to exceed the amount of the life insurance which was terminated;
- (2) be on any form (except term) then issued by the Company at the age and amount for which application is made;
- (3) be issued at the Insured Person's age at nearest birthday;
- (4) be issued without disability or other supplemental benefits; and
- (5) require premiums based on the class of risk to which the person then belongs.

**CONVERSION BENEFIT-POLICY TERMINATION OR AMENDMENT.** A conversion policy also may be purchased from the Company if:

- (1) all or a part of anyone's insurance terminates due to amendment or termination of this Policy; and
- (2) that person has been covered continuously under this Policy for at least five years or, in the case of an Insured Person, such Insured Person is Totally Disabled as defined in the Extension of Death Benefit Section.

Any conversion policy issued due to Policy termination or amendment will be subject to the same conditions as a policy issued under the General Conversion Benefit except its amount may not exceed the lesser of:

- (1) \$3,000 (not applicable if the Insured Person is Totally Disabled as defined in the Extension of Death Benefit Section); or
- (2) the Amount of Life Insurance which terminates less the amount of any group life insurance for which the Insured Person becomes eligible within 31 days after the termination.

### PROVISIONS APPLICABLE TO ALL CONVERSION POLICIES

**EFFECTIVE DATES.** The coverage provided by a conversion policy issued under this Section will be effective on the later of:

- (1) its date of issue; or
- (2) 31 days after the date on which the person's life insurance terminated.

**DEATH DURING CONVERSION PERIOD.** The Company will pay a death benefit under this Policy equal to the amount of the life insurance which could have been converted, if the person:

- (1) was entitled to purchase a conversion policy; and
- (2) dies within the 31 day conversion period.

This death benefit will be paid even if no one applied for the conversion policy. If the first premium was paid for the conversion policy, the amount of the premium will be refunded and the conversion policy will be void.

**NOTICE OF CONVERSION PRIVILEGES-INSURED PERSONS.** When an Insured Person's Personal Insurance terminates, written notice of the right to convert will be:

- (1) given personally to the Insured Person;
- (2) mailed by the Group Policyholder to the Insured Person at his last known address; or
- (3) mailed by the Company to the Insured Person at his last known address as furnished by the Group Policyholder.

**CONVERSION PRIVILEGE - CONVERSION BENEFITS**  
**(Continued)**

An additional period in which to convert will be granted if this written notice is not given to the Insured Person at least 15 days before the end of the 31 day conversion period. Any such extension of the conversion period will expire on the earliest of:

- (1) 25 days after the Insured Person is given the written notice; or
- (2) 60 days after the end of the 31 day conversion period even if the Insured Person is never given such notice.

No death benefit will be payable under this Policy after the 31 day conversion period has expired even though the right to convert may be extended.

## DEPENDENTS LIFE INSURANCE

**BENEFIT.** Upon receipt of satisfactory proof of a Dependent's death while insured under this Policy, the Company will pay the amount of the Dependents Life Insurance in effect on the date of such death. This amount is shown in the Schedule of Insurance. The death benefit will be paid:

- (1) to the Insured Person; or
- (2) if the Insured Person fails to survive the Dependent, to the Insured Person's Beneficiary or according to the Facility of Payment Section.

**DEPENDENT.** A Dependent means a person who meets the definition of a dependent of the Insured Person under the provision of the U.S. Internal Revenue Code; and is an Insured Person's:

- (1) spouse who is not legally separated from the Insured Person;
- (2) unmarried child at least 14 days but less than 21 years of age;
- (3) unmarried child less than 25 years of age, if attending an accredited educational institution for the minimum credit hours required to maintain full-time student status there; or
- (4) unmarried child who is totally and permanently disabled and who became so disabled prior to reaching 21 years of age.

A legally adopted child is considered the Insured Person's child from the date of placement in the Insured Person's home for an agency adoption; or from the date the adoption petition is filed, if later, for a private adoption.

In addition to naturally born and legally adopted children, the word "child" includes an Insured Person's stepchild or foster child; provided the child resides in the Insured Person's household and is dependent on the Insured Person for principal support.

The term Dependent does not include anyone serving in the armed forces of any state or country; except for duty of 30 days or less for training in the Reserves or National Guard.

**ELIGIBILITY.** An Insured Person becomes eligible for Dependents Life Insurance on the latest of:

- (1) the date the Insured Person becomes eligible for Personal Insurance;
- (2) the effective date of this Section; or
- (3) the date the Insured Person first acquires a Dependent.

**EFFECTIVE DATES.** An Insured Person's Dependents Life Insurance will become effective on the latest of the following dates:

- (1) the date the Insured Person becomes eligible for Dependents Life Insurance;
- (2) the date the Insured Person makes written application for Dependents Life Insurance and signs a payroll deduction order; and
- (3) the date the Company approves any required evidence of insurability on all the Insured Person's Dependents.

If an Insured Person acquires a new Dependent while insured for Dependents Life Insurance, insurance for that Dependent will take effect on the date the Dependent is acquired.

If a Dependent is confined in a hospital on the date his or her Dependents Life Insurance would otherwise take effect, then Dependents Life Insurance for that Dependent will not take effect until ten days after final discharge from the hospital.

**EVIDENCE OF INSURABILITY.** Each Insured Person's Dependent must submit evidence of insurability satisfactory to the Company if the Insured Person:

- (1) makes application for Dependents Insurance more than 31 days after the date such Insured Person becomes eligible for Dependents Insurance;
- (2) elects to be insured for Dependents Insurance after such Insured Person had requested:
  - (a) termination of the Dependents Insurance; or
  - (b) cancellation of the payroll deduction order; or
- (3) makes application for Dependents Insurance after it has automatically terminated, due to failure to pay premium by the end of the grace period.

**INDIVIDUAL TERMINATION OF DEPENDENT INSURANCE.** An Insured Person's Dependents Insurance will cease for all of the Insured Person's Dependents on the earliest of:

- (1) the date the Insured Person's Personal Insurance terminates;
- (2) the date Dependent Insurance is discontinued under this Policy;
- (3) the date the Insured Person ceases to be in a class of employees eligible for Dependent Insurance;
- (4) the date the Insured Person requests that the Dependent Insurance be terminated; or
- (5) the last day of the premium paying period for which the Insured Person has made any required contribution toward the cost of the Dependent Insurance.

Dependents Insurance on a particular Dependent will cease on the earliest of:

- (1) the date he or she ceases to be a Dependent as defined in this Policy;
- (2) the date he or she becomes covered under this Policy as an Insured Person; or
- (3) the date he or she enters the armed forces of any state or country; except for duty of 30 days or less in the Reserves or National Guard. (If the Insured Person sends proof of military service, the Company will refund any unearned premium.)

**MISSTATEMENT OF AGE.** If the age of a Dependent has been misstated, premiums will be subject to an equitable adjustment. If the amount of benefit is dependent upon age, the benefit will be that which would have been payable based upon the Dependent's correct age.

**ASSIGNMENT.** Dependents Insurance may not be assigned.

**INCONTESTABILITY.** Except for non-payment of premiums, the Company may not contest the validity of this Policy as to any Dependent, after it has been in force for two years during the lifetime of that Dependent. This clause will not affect the Company's right to contest claims made for accidental death, or dismemberment benefits.

**CLAIMS PROCEDURES  
FOR LIFE OR ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

**NOTE:** This Policy may include an Extension of Death Benefit, an Accelerated Death Benefit or a Living Benefit. If so, please refer to that section for special claim procedures.

**NOTICE AND PROOF OF CLAIM**

**Notice of Claim.** Written notice of an accidental death or dismemberment claim must be given within 20 days after the loss occurs; or as soon as reasonably possible after that.\* The notice must be sent to the Company's Group Insurance Service Office. It should include:

- (1) the Insured Person's name and address; and
- (2) the number of this Policy.

The Company's Group Insurance Service Office is at the following address:

The Lincoln National Life Insurance Company  
**Client Services**  
P.O. Box 2616  
Omaha, NE 68103  
Toll-free phone number: (800) 423-2765  
[www.LincolnFinancial.com](http://www.LincolnFinancial.com)

**Claim Forms.** When notice of claim is received, the Company will send claim forms for filing the required proof. If the Company does not send the forms within 15 days; then the Insured Person or Beneficiary (the claimant) may send the Company written proof of claim in a letter. It should state the nature, date and cause of the loss.

**Proof of Claim.** The Company must be given written proof of claim within 90 days after the date of the loss; or as soon as reasonably possible after that.\* Proof of claim must be provided at the claimant's own expense. It must show the nature, date and cause of the loss. In addition to the information requested on the claim form, documentation must include:

- (1) a certified copy of the death certificate, for proof of death;
- (2) a copy of any police report, for proof of accidental death or dismemberment; and
- (3) any other items the Company may reasonably require in support of the claim.

\* **Exception:** Failure to give notice or furnish proof of claim within the required time period will not invalidate or reduce the claim; if it is shown that it was done:

- (1) as soon as reasonably possible; and
- (2) in no event more than one year after it was required.

These time limits will not apply while the claimant lacks legal capacity.

**EXAM OR AUTOPSY.** At anytime while a claim is pending, the Company may have the Insured Person examined:

- (1) by a Physician of the Company's choice;
- (2) as often as reasonably required.

If the Insured Person fails to cooperate with an examiner or fails to take an exam, without good cause; then the Company may deny benefits, until the exam is completed. In case of death, the Company may also have an autopsy done, where it is not forbidden by law. Any such exam or autopsy will be at the Company's expense.

**TIME OF PAYMENT OF CLAIMS.** Any benefits payable under this Policy will be paid immediately after the Company receives complete proof of claim and confirms liability.

**CLAIMS PROCEDURES**  
**(Continued)**

**TO WHOM PAYABLE**

**Death.** Any benefits payable for the Insured Person's death will be paid in accord with the Beneficiary, Facility of Payment, and Settlement Options sections of this Policy. If this Policy includes Dependent Life Insurance; then any benefits payable for an insured Dependent's death will be paid to:

- (1) the Insured Person, if he or she survives that Dependent; or
- (2) the Insured Person's Beneficiary, or in accord with the Facility of Payment section; if the Insured Person does not survive that Dependent.

**Dismemberment.** If this Policy includes Accidental Death and Dismemberment Benefits; then any benefit, other than the Insured Person's death benefit, will be paid to the Insured Person.

**NOTICE OF CLAIM DECISION.** The Company will send the claimant a written notice of its claim decision. If the Company denies any part of the claim; then the written notice will explain:

- (1) the reason for the denial, under the terms of this Policy and any internal guidelines;
- (2) whether more information is needed to support the claim; and
- (3) how the claimant may request a review of the decision by the Company, or by the state Department of Insurance. It will include the address and phone number of their consumer complaint unit.

The Company will send this notice within 15 days after it receives complete proof of claim and enough information to determine liability. If reasonably possible, the Company will send it within:

- (1) 90 days after receiving the first proof of a death or dismemberment claim; or
- (2) 45 days after receiving the first proof of a claim for any Extension of Death Benefit, Living Benefit or Accelerated Death Benefit available under this Policy.

**Delay Notice.** If the Company needs more than 15 days to process a claim, in a special case; then an extension will be permitted. If needed, the Company will send the claimant a written delay notice:

- (1) by the 15<sup>th</sup> day after receiving the first proof of claim; and
- (2) every 30 days after that, until the claim is resolved.

The notice will explain the special circumstances which require the delay, and when a decision can be expected.

In any event, the Company must send written notice of its decision within:

- (1) 180 days after receiving the first proof of a death or dismemberment claim; or
- (2) 105 days after receiving the first proof of a claim for any Extension of Death Benefit, Living Benefit or Accelerated Death Benefit available under this Policy.

If the Company fails to do so; then there is a right to an immediate review, as if the claim was denied.

**Exception:** If the Company needs more information from the claimant to process a claim; then it must be supplied within 45 days after the Company requests it. The resulting delay will not count towards the above time limits for claim processing.

**REVIEW PROCEDURE.** The claimant may request a claim review, within:

- (1) 60 days after receiving a denial notice of a death or dismemberment claim; or
- (2) 180 days after receiving a denial notice of a claim for any Extension of Death Benefit, Living Benefit or Accelerated Death Benefit available under this Policy.

To request a review, the claimant must send the Company a written request, and any written comments or other items to support the claim. The claimant may review certain non-privileged information relating to the request for review.



## CLAIMS PROCEDURES (Continued)

**Notice of Decision.** The Company will review the claim and send the claimant a written notice of its decision. The notice will explain the reasons for the Company's decision, under the terms of this Policy and any internal guidelines. If the Company upholds the denial of all or part of the claim; then the notice will also describe:

- (1) any further appeal procedures available under this Policy;
- (2) the right to access relevant claim information; and
- (3) the right to request a state insurance department review, or to bring legal action.

For a death or dismemberment claim, the notice will be sent within 60 days after the Company receives the request for review; or within 120 days, if a special case requires more time. For a claim for any Extension of Death Benefit, Living Benefit or Accelerated Death Benefit available under this Policy, the notice will be sent within 45 days after the Company receives the request for review; or within 90 days, if a special case requires more time.

**Delay Notice.** If the Company needs more time to process an appeal, in a special case; then it will send the Insured Person a written delay notice, by the 30<sup>th</sup> day after receiving the request for review. The notice will explain:

- (1) the special circumstances which require the delay;
- (2) whether more information is needed to review the claim; and
- (3) when a decision can be expected.

**Exception:** If the Company needs more information from the claimant to process an appeal; then it must be supplied within 45 days after the Company requests it. The resulting delay will not count towards the above time limits for appeal processing.

**Claims Subject to ERISA (Employee Retirement Income Security Act of 1974).** Before bringing a civil legal action under the federal labor law known as ERISA, an employee benefit plan participant or beneficiary must exhaust available administrative remedies. Under this Policy, the claimant must first seek two administrative reviews of the adverse claim decision, in accord with this section. If an ERISA claimant brings legal action under Section 502(a) of ERISA after the required reviews; then the Company will waive any right to assert that he or she failed to exhaust administrative remedies.

**RIGHT OF RECOVERY.** If benefits have been overpaid on any claim; then full reimbursement to the Company is required within 60 days. If reimbursement is not made; then the Company has the right to:

- (1) reduce future benefits until full reimbursement is made; and
- (2) recover such overpayments from the Insured Person, or from his or her Beneficiary or estate.

Such reimbursement is required whether the overpayment is due to fraud, the Company's error in processing a claim, or any other reason.

**LEGAL ACTIONS.** No legal action to recover any benefits may be brought until 60 days after the required written proof of claim has been given. No such legal action may be brought more than three years after the date written proof of claim is required.

**COMPANY'S DISCRETIONARY AUTHORITY.** Except for the functions that this Policy clearly reserves to the Group Policyholder or Employer, the Company has the authority to:

- (1) manage this Policy and administer claims under it; and
- (2) interpret the provisions and resolve questions arising under this Policy.

The Company's authority includes (but is not limited to) the right to:

- (1) establish and enforce procedures for administering this Policy and claims under it;
- (2) determine Employees' eligibility for insurance and entitlement to benefits;
- (3) determine what information the Company reasonably requires to make such decisions; and
- (4) resolve all matters when a claim review is requested.

**CLAIMS PROCEDURES**  
**(Continued)**

Any decision the Company makes, in the exercise of its authority, shall be conclusive and binding; subject to the Insured Person's or Beneficiary's rights to:

- (1) request a state insurance department review; or
- (2) bring legal action.

**ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

**DEATH OR DISMEMBERMENT BENEFIT FOR AN INSURED PERSON.** The Company will pay the benefit listed below, if:

- (1) an Insured Person sustains an accidental bodily injury while insured under this provision; and
- (2) that injury directly causes one of the following losses within 365 days after the date of the accident.

The loss must result directly from the injury and from no other causes.

<b>LOSS</b>	<b>BENEFIT FOR COMMON CARRIER ACCIDENT</b>	<b>BENEFIT FOR OTHER COVERED ACCIDENT</b>
Loss of Life	2 Times Principal Sum	Principal Sum
Loss of One Member (Hand, Foot or Eye)	Principal Sum	½ Principal Sum
Loss of Two or More Members	2 Times Principal Sum	Principal Sum

The Principal Sum for the Insured Person's class is shown in the Schedule of Insurance.

**MAXIMUM PER PERSON.** If an Insured Person sustains more than one loss resulting from the same accident, the benefit:

- (1) will be the one largest amount listed;
- (2) will not exceed two times the Principal Sum for all of that person's combined losses resulting from a Common Carrier Accident; and
- (3) will not exceed the Principal Sum for all that person's combined losses resulting from any other covered accident.

**TO WHOM PAYABLE.** Benefits for the Insured Person's loss of life will be paid in accord with the Beneficiary section. All other benefits will be paid to the Insured Person.

**LIMITATIONS.** Benefits are not payable for any loss to which a contributing cause is:

- (1) intentional self-inflicted injury or self-destruction;
- (2) disease, bodily or mental infirmity, or medical or surgical treatment of these;
- (3) duty as a member of any military, naval or air force;
- (4) war or any act of war, declared or undeclared;
- (5) participation in the commission of a felony;
- (6) voluntary use of drugs; except when prescribed by a Physician;
- (7) voluntary inhalation of gas, including carbon monoxide;
- (8) travel or flight in any aircraft, including balloons and gliders; except as a fare paying passenger on a regularly scheduled flight; or
- (9) driving a vehicle while intoxicated.

**ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE  
(CONTINUED)**

**DEFINITIONS.**

"Beneficiary" means the person(s) named on the Insured Person's enrollment form. The Insured Person may change the Beneficiary by filing a written notice of the change with the Company at its Group Insurance Service Office.

"Common Carrier Accident" means a covered accidental bodily injury, which is sustained while riding as a fare paying passenger (not a pilot, operator or crew member) in or on, boarding or getting off from a Common Carrier.

"Common Carrier" means any land, air or water conveyance operated under a license to transport passengers for hire.

"Intoxicated" shall be defined by the jurisdiction where the accident occurs. The exclusion will apply whether or not the driver is convicted.

"Loss of a Member" includes the following:

- (1) "Loss of Hand or Foot," means complete severance through or above the wrist or ankle joint. (In South Carolina, "Loss of Hand" can also mean the loss of four whole fingers from one hand.)
- (2) "Loss of an Eye," means total and irrevocable loss of sight in that eye.

## SAFE DRIVER BENEFIT

BENEFIT. If an Insured Person dies as a direct result of a covered auto accident, for which Accidental Death and Dismemberment Benefits are payable; then:

- (1) an additional Seat Belt Benefit will be payable, if the Insured Person was wearing a properly fastened seat belt at the time of the accident; and
- (2) an additional Air Bag Benefit will be payable, if the auto was equipped with air bag(s).

The Seat Belt Benefit equals \$10,000 or 10% of the Principal Sum, whichever is less; and the Air Bag Benefit equals \$10,000 or 10% of the Principal Sum, whichever is less. The Seat Belt Benefit and the Air Bag Benefit will not be less than \$1,000 per Insured Person. The Principal Sum is the amount payable because of the Insured Person's accidental death.

A copy of the police report must be submitted with the claim. The position of the seat belt or presence of an air bag must be certified by:

- (1) the official accident report; or
- (2) the coroner, traffic officer or other investigating officer.

Upon receipt of satisfactory written proof, the additional benefit will be paid in accord with the Beneficiary section.

DEFINITIONS. As used in this provision:

"Auto" means a 4-wheel passenger car, station wagon, jeep, pick-up truck or van-type car. It must be licensed for use on public highways. It includes a car owned or leased by the Group Policyholder.

"Intoxicated," "Impaired," or "Under the Influence of Drugs" shall be defined as by the jurisdiction where the accident occurs.

"Seat Belt" means a properly installed:

- (1) seat belt or lap and shoulder restraint; or
- (2) other restraint approved by the National Highway Traffic Safety Administration.

LIMITATIONS. Safe Driver Benefits will not be paid if:

- (1) the Accidental Death and Dismemberment Benefits is not paid under this Policy for the Insured Person's death; or
- (2) at the time of the accident, the Insured Person or any other person who was driving the auto in which the Insured Person was traveling:
  - (a) was driving without a valid drivers' license;
  - (b) was driving in excess of the legal speed limit; or
  - (c) was driving while intoxicated, impaired, or under the influence of drugs (except for drugs taken as prescribed by a Physician for the driver's use).

The above limitations will apply, whether or not the driver is convicted.

**NOTICE OF PROTECTION PROVIDED BY  
CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION**

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

**COVERAGE**

• **Persons Covered**

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent.

Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

• **Amounts of Coverage**

The basic coverage protections provided by the Association are as follows.

• **Life Insurance, Annuities and Structured Settlement Annuities**

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

• **Life Insurance**

80% of death benefits but not to exceed \$300,000

80% of cash surrender or withdrawal values but not to exceed \$100,000

• **Annuities and Structured Settlement Annuities**

80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed \$250,000

The maximum amount of protection provided by the Association to an individual, for *all* life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

• **Health Insurance**

The maximum amount of protection provided by the Association to an individual, as of July 1, 2016, is \$546,741. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer. Changes to this amount will be posted on the Association's website [www.califega.org](http://www.califega.org).

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## COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society
- If the person is provided coverage by the guaranty association of another state
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care benefits under Medicare Part C or Part D
- An annuity issued by an organization that is only licensed to issue charitable gift annuities
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1607.02(b)(2)(C)

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## NOTICES

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at [www.califega.org](http://www.califega.org), or contact either of the following:

California Life and Health Insurance  
Guarantee Association  
P.O Box 16860  
Beverly Hills, CA 90209-3319  
(323) 782-0182

California Department of Insurance  
Consumer Communications Bureau  
300 South Spring Street  
Los Angeles, CA 90013  
(800) 927- 4357

**Insurance companies and agents are not allowed by California law to use the existence of the Association or coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.**

This provision prevents loss of life insurance coverage for an Insured Person, which could otherwise occur solely because of a transfer of insurance carriers. This Policy will provide the following Prior Insurance Credit, when it replaces a prior plan.

**"Prior Plan"** means a prior carrier's group life insurance policy, which this Policy replaced within 1 day of the prior plan's termination date.

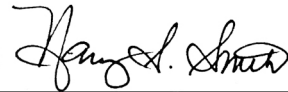
**FAILURE TO SATISFY ACTIVE WORK RULE.** Subject to payment of premiums, this Policy will provide life coverage for a Person who:

- (1) was insured under the prior plan on its termination date;
- (2) was otherwise eligible under this Policy; but was not Actively-At-Work due to Injury or Sickness on its Effective Date;
- (3) is not entitled to any extension of life insurance under the prior plan; and
- (4) is not Totally Disabled (as defined in the Extension of Death Benefit section of this Policy) on the date this Policy takes effect.

**AMOUNT OF LIFE INSURANCE.** Until the Person satisfies this Policy's Active Work rule, the amount of his or her group life insurance under this Policy will not exceed the amount for which the Person was insured under the prior plan on its termination date.

**This Amendment takes effect on the effective date of coverage under this Policy. In all other respects, this Policy remains the same.**

**THE LINCOLN NATIONAL LIFE INSURANCE COMPANY**



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Officer of the Company



## POLICY AMENDMENT

### DOMESTIC PARTNER COVERAGE

The definition of a DEPENDENT is amended to include the Insured Person's Domestic Partner. The Insured Person's Domestic Partner may be enrolled for Dependent coverage under the Policy, in the same manner as a Spouse.

**DEFINITION.** "**Domestic Partner**" means the Insured Person's partner, of the same or the opposite sex, when all of the following conditions are met. The Insured Person and his or her partner:

- (1) are not under age 18; mentally incompetent; legally married to someone else; or related to the other by blood, to a degree that would bar legal marriage.
- (2) have not been in another Domestic Partner relationship within the prior 12 months.
- (3) are living together as each other's sole Domestic Partner; and intend to do so indefinitely.
- (4) are jointly responsible for each other's welfare and financial obligations, including basic living expenses.
- (5) are in an exclusive, committed homosexual or heterosexual relationship with each other.

**PROOF.** To be eligible for Domestic Partner Coverage under the Policy, the Insured Person and his or her Domestic Partner may be required to furnish one or more of the following:

- (1) driver's licenses or passports showing a joint residence;
- (2) canceled rent checks, a joint-tenancy lease or jointly-held mortgage;
- (3) federal income tax return(s) listing one as a dependent of the other;
- (4) titles to real or personal property, joint bank account statements or joint loans;
- (5) copies of domestic partner registration papers or civil union documents, if available; or
- (6) any other evidence which the Company may reasonably request to show joint residency and joint financial responsibilities.

**ELIGIBILITY.** The Insured Person becomes eligible for Domestic Partner Coverage on the latest of:

- (1) the effective date of this Domestic Partner Coverage amendment;
- (2) the date the Insured Person becomes eligible for Personal Insurance under the Policy; or
- (3) 12 months after the previous domestic partner relationship ends.

The Insured Person may then make written application for Dependents Insurance, in accord with the terms of the Policy.

**TERMINATION.** A domestic partnership may end due to a partner's death, change in residency or financial arrangements, or for other reasons. When the domestic partnership ends for any reason, the Insured Person:

- (1) must give the Group Policyholder written notice within 30 days after the partnership ends; and
- (2) may not enroll a new Domestic Partner for 12 months following that notice.

**TAX AND LEGAL EFFECTS.** The Insured Person should seek counseling concerning the tax and legal effects of enrolling for Domestic Partner Coverage.

**This amendment takes effect on the date the Policy takes effect; whichever is later. In all other respects, the Policy remains the same.**

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY



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Officer of the Company