



## The Lincoln National Life Insurance Company

(the "Company")  
A Stock Company

Service Office: One Granite Place  
PO Box 515  
Concord, NH 03302-0515  
800 962-1654

The Company agrees to pay the Death Benefit to the Beneficiary after receipt of Due Proof of the Insured's death while this policy is In Force and to provide the other rights and benefits in accordance with the terms of this Policy.

**Read This Policy Carefully.** This is a legal contract between You and Us.

**30 Day Right to Return This Policy.** You may return this policy for any reason to the insurance agent through whom it was purchased, to any of Our agents, or to Us at the address listed above within 30 days after You receive it. If returned, this policy will be considered void from the Policy Date and We will refund the premium paid less any prior loans, unpaid loan interest, and withdrawals.

A handwritten signature in cursive script that reads "Dennis R. Glass".

President

A handwritten signature in cursive script that reads "C. Suzanne Ulmacker".

SECRETARY

Insured JOHN DOE  
Policy Number SPECIMEN

### FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY

Proceeds payable at the death of the Insured. Flexible Premiums payable to the Insured's Attained Age 95. Non-participating – No Dividends.

LN870

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

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Rider or Endorsements providing supplemental benefits or policy changes, if any, and a copy of the application follow the provisions referenced above

## Policy Schedule

Policy Number SPECIMEN

|  |                |                           |                  |
|--|----------------|---------------------------|------------------|
| <b>Insured:</b> JOHN DOE   |                | <b>Policy Date</b>        | NOVEMBER 1, 2009 |
| <b>Initial Specified Amount:</b>   | \$100,000      | <b>Date of Issue:</b>     | NOVEMBER 1, 2009 |
| <b>Minimum Specified Amount:</b>   | \$25,000       | <b>Initial Premium:</b>   | \$12,557.26      |
| <b>Monthly Anniversary Day:</b>  | 01             | <b>Issue Age and Sex:</b> | 35 Male          |
| <b>Payment Mode:</b>   | Annual Premium | <b>Rate Class:</b>        | Tobacco          |
| <b>Planned Modal Premium:</b>  | \$12,557.26    |                           |                  |
| <b>Minimum Additional Premium:</b> \$200 if paid annually or \$15 if paid by electronic funds transfer |                |                           |                  |

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# Policy Schedule

Policy Number SPECIMEN

## Factors Used in the Calculation of Policy Values

**Monthly Cost of Insurance:** See Policy Values Provisions, Cost of Insurance

**Guaranteed Minimum Interest Rate:** 4.0% annual, 0.010746% daily

## **Monthly Administrative Charge:**

| Policy Year | Monthly Administrative Charge |
|-------------|-------------------------------|
| 1           | \$ 22.50                      |
| 2           | \$ 22.50                      |
| 3           | \$ 22.50                      |
| 4           | \$ 22.50                      |
| 5           | \$ 22.50                      |
| 6           | \$ 20.90                      |
| 7           | \$ 20.90                      |
| 8           | \$ 20.90                      |
| 9           | \$ 20.90                      |
| 10          | \$ 20.90                      |
| 11          | \$ 18.40                      |
| 12          | \$ 18.40                      |
| 13          | \$ 18.40                      |
| 14          | \$ 18.40                      |
| 15          | \$ 18.40                      |
| 16          | \$ 10.60                      |
| 17          | \$ 10.60                      |
| 18          | \$ 10.60                      |
| 19          | \$ 10.60                      |
| 20          | \$ 10.60                      |

**Guaranteed Maximum Premium Expense Charge:** 5.00% in all Policy Years

# Policy Schedule

Policy Number SPECIMEN

## Riders and Rider Charges

### Enhanced Surrender Value Endorsement

Enhanced Surrender Value Threshold: \$87,900.82

### Convalescent Care Benefits Rider ("CCBR")

Monthly Rider Charge: \$4.60

CCBR Benefit Limit: \$100,000

CCBR Duration: 2 Years

Maximum Monthly CCBR Benefit: \$4,166.67

### Extension of Benefits Rider ("EOBR")

Monthly Rider Charge: \$10.90

EOBR Benefit Limit: \$200,000

EOBR Duration: 4 Years

Maximum Monthly EOBR Benefit: \$4,166.67

### Optional Inflation Protection: 5% Compound Increases

CCBR Monthly Inflation Charge: \$33.80

EOBR Monthly Inflation Charge: \$ 94.30

### Nonforfeiture Benefit Rider

Monthly Rider Charge: \$ 0.60

Caregiver Training Benefit Limit: \$500

To contact your Personal Long-Term Care Advisor, please call 800 444-2363, option 6

# Policy Schedule

Policy Number SPECIMEN

## Table of Surrender Charges

For an explanation of surrenders and withdrawals (i.e., partial surrenders), see Surrender and Withdrawal Provisions.

| <u>Policy Year</u> | <u>Surrender Charge</u> |
|--------------------|-------------------------|
| 1                  | \$ 2,286.00             |
| 2                  | \$ 2,286.00             |
| 3                  | \$ 2,070.00             |
| 4                  | \$ 1,846.00             |
| 5                  | \$ 1,613.00             |
| 6                  | \$ 1,371.00             |
| 7                  | \$ 1,119.00             |
| 8                  | \$ 856.00               |
| 9                  | \$ 583.00               |
| 10                 | \$ 298.00               |
| 11 and thereafter  | \$ 0.00                 |

The Surrender Charges are based on the Initial Specified Amount.

In no event will the charge assessed upon full surrender exceed the then current Cash Value.

**Policy loan interest credited to any Gross Cash Value held as collateral:** 4.00% in all Policy Years

**Minimum Withdrawal Amount:** \$500.00

**Maximum Withdrawal Amount:** Not to exceed the Surrender Value less \$500.00

# Policy Schedule

Policy Number SPECIMEN

## Minimum Required Death Benefit Percentages Table

The percentage used to calculate the Minimum Required Death Benefit is determined based on the Insured's Attained Age as shown in the table below:

| Insured's Attained Age | Percentage | Insured's Attained Age | Percentage | Insured's Attained Age | Percentage |
|------------------------|------------|------------------------|------------|------------------------|------------|
| 35                     | 416.02%    | 58                     | 202.50%    | 81                     | 131.09%    |
| 36                     | 401.11%    | 59                     | 197.35%    | 82                     | 129.48%    |
| 37                     | 386.94%    | 60                     | 192.36%    | 83                     | 127.90%    |
| 38                     | 373.48%    | 61                     | 187.74%    | 84                     | 126.32%    |
| 39                     | 360.66%    | 62                     | 183.37%    | 85                     | 124.73%    |
| 40                     | 348.44%    | 63                     | 179.26%    | 86                     | 123.11%    |
| 41                     | 336.76%    | 64                     | 175.38%    | 87                     | 121.44%    |
| 42                     | 325.59%    | 65                     | 171.72%    | 88                     | 119.66%    |
| 43                     | 314.91%    | 66                     | 168.24%    | 89                     | 117.75%    |
| 44                     | 304.70%    | 67                     | 164.90%    | 90                     | 115.63%    |
| 45                     | 294.97%    | 68                     | 161.68%    | 91                     | 113.26%    |
| 46                     | 285.70%    | 69                     | 158.57%    | 92                     | 110.58%    |
| 47                     | 276.88%    | 70                     | 155.57%    | 93                     | 107.51%    |
| 48                     | 268.51%    | 71                     | 152.68%    | 94                     | 104.00%    |
| 49                     | 260.55%    | 72                     | 149.94%    | 95                     | 100.00%    |
| 50                     | 252.92%    | 73                     | 147.36%    | 96                     | 100.00%    |
| 51                     | 245.56%    | 74                     | 144.91%    | 97                     | 100.00%    |
| 52                     | 238.51%    | 75                     | 142.59%    | 98                     | 100.00%    |
| 53                     | 231.77%    | 76                     | 140.40%    | 99                     | 100.00%    |
| 54                     | 225.34%    | 77                     | 138.33%    | 100 and over           | 100.00%    |
| 55                     | 219.22%    | 78                     | 136.36%    |                        |            |
| 56                     | 213.40%    | 79                     | 134.51%    |                        |            |
| 57                     | 207.84%    | 80                     | 132.76%    |                        |            |

# Policy Schedule

Policy Number SPECIMEN

## Table of Guaranteed Maximum Cost of Insurance Rates

### Attained Age Monthly Rates Per \$1,000 of Net Amount at Risk

The monthly cost of insurance rates are based on the Insured's sex, smoker status, and Attained Age using the 2001 CSO Select and Ultimate, Sex and Smoker Distinct Mortality Tables, Age Last Birthday, but will not exceed the rates shown in the table below.

| Insured's<br>Attained<br>Age | Maximum<br>Monthly<br>Rate | Insured's<br>Attained<br>Age | Maximum<br>Monthly<br>Rate | Insured's<br>Attained<br>Age | Maximum<br>Monthly<br>Rate |
|------------------------------|----------------------------|------------------------------|----------------------------|------------------------------|----------------------------|
| 35                           | 0.07500                    | 55                           | 0.90833                    | 75                           | 4.95417                    |
| 36                           | 0.09500                    | 56                           | 0.99917                    | 76                           | 5.35167                    |
| 37                           | 0.11667                    | 57                           | 1.08083                    | 77                           | 5.78417                    |
| 38                           | 0.13750                    | 58                           | 1.15667                    | 78                           | 6.25000                    |
| 39                           | 0.15917                    | 59                           | 1.24000                    | 79                           | 6.72833                    |
| 40                           | 0.18083                    | 60                           | 1.42583                    | 80                           | 7.21583                    |
| 41                           | 0.20333                    | 61                           | 1.57750                    | 81                           | 7.69583                    |
| 42                           | 0.22833                    | 62                           | 1.75167                    | 82                           | 8.15333                    |
| 43                           | 0.25667                    | 63                           | 1.93833                    | 83                           | 8.60333                    |
| 44                           | 0.29000                    | 64                           | 2.12500                    | 84                           | 9.07167                    |
| 45                           | 0.32750                    | 65                           | 2.30750                    | 85                           | 9.56000                    |
| 46                           | 0.37250                    | 66                           | 2.48417                    | 86                           | 10.04417                   |
| 47                           | 0.42333                    | 67                           | 2.66250                    | 87                           | 10.51417                   |
| 48                           | 0.47667                    | 68                           | 2.84500                    | 88                           | 10.96083                   |
| 49                           | 0.51917                    | 69                           | 3.04583                    | 89                           | 11.37833                   |
| 50                           | 0.55833                    | 70                           | 3.27583                    | 90                           | 11.74667                   |
| 51                           | 0.60917                    | 71                           | 3.55833                    | 91                           | 12.06667                   |
| 52                           | 0.67083                    | 72                           | 3.88667                    | 92                           | 12.36750                   |
| 53                           | 0.74250                    | 73                           | 4.21750                    | 93                           | 12.65250                   |
| 54                           | 0.82083                    | 74                           | 4.57583                    | 94                           | 12.93083                   |

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## Definitions

### **Age**

The Insured's Age, last birthday, on the Policy Date

### **Attained Age**

The Insured's Age as measured from the Policy Date plus the number of completed Policy Years.

### **Beneficiary**

The person(s) or entity(ies) named in the application, unless later changed as provided in this policy, to whom We will pay the Death Benefit upon the death of the Insured.

### **Cash Value**

The Cash Value is equal to the Gross Cash Value less Indebtedness.

### **Date of Issue**

The date the policy is issued at our Service Office and is shown on the policy schedule.

### **Death Benefit**

The amount payable upon death of the Insured as described in Death Benefit Provisions.

### **Due Proof of Death**

A certified copy of an official death certificate, a certified copy of a decree of a court of competent jurisdiction as to the finding of death, or any other proof of death satisfactory to Us.

### **Gross Cash Value**

The Gross Cash Value reflects the premium received, interest credited under this policy, withdrawals, fees, charges, monthly deductions, and repayments of loans or loan interest, as applicable.

### **In Force**

Not surrendered or terminated for any reason.

### **In Writing (Written Request, Written Notice)**

With respect to any notice or request to Us, this term means a written form satisfactory to Us signed by You and received at Our Service Office. With respect to any notice from Us to You or any other person, this term means a Written Notice by ordinary mail to such person at the most recent address in Our records. We will not be held responsible for any payment or other action We have taken before Your Written Request or Written Notice is recorded at Our Service Office.

### **Irrevocable Beneficiary**

A Beneficiary named by You as irrevocable.

### **Indebtedness**

The amount of any outstanding loan against this policy, including loan interest accrued but not yet charged.

**Insured**

The person whose life is insured under this policy as shown on the policy schedule.

**Lapse**

Terminate without value.

**Minimum Required Death Benefit**

An amount equal to the Gross Cash Value multiplied by the applicable percentage shown on the policy schedule in the Minimum Required Death Benefit Percentages Table.

**Monthly Anniversary Day**

The same day in each month as the Policy Date. If that day is not a business day, then We will deduct the monthly deduction on the next business day immediately following the Monthly Anniversary Day.

**Net Amount at Risk**

An amount equal to the Death Benefit less the Cash Value.

**Policy Anniversary**

The same date (month and day) each year as the Policy Date.

**Policy Date**

The date We use to determine Policy Anniversaries and monetary values. If a requested Policy Date should fall on the 29<sup>th</sup>, 30<sup>th</sup>, or 31<sup>st</sup> of the month, the Policy Date will be the 28<sup>th</sup> of such month.

**Policy Month**

The period from one Monthly Anniversary Day up to, but not including, the next Monthly Anniversary Day.

**Policy Year**

Twelve-month periods beginning on the Policy Date (month and day) to the next Policy Anniversary.

**Proceeds**

The money We will pay as a Death Benefit or if the policy is surrendered.

- 1 As a death claim. The Proceeds will be the amount of insurance described in Death Benefit Provisions.
- 2 Upon surrender. The proceeds will be the Surrender Value.

**Specified Amount**

The amount You chose at issue, which is used to determine the amount of Death Benefit and the amount of rider benefits, if any. The Specified Amount at issue ("Initial Specified Amount") and the minimum Specified Amount allowable under this policy are shown on the policy schedule.

**Surrender Value**

The Cash Value on the date of surrender or withdrawal less any applicable surrender charge shown on the policy schedule in the Table of Surrender Charges.

**We, Us, Our**  
The Company

**You, Your**  
The Owner of this policy.

## General Policy Provisions

### Entire Contract

This policy, the attached copy of the application for this policy, and any amendment(s), endorsement(s), rider(s), and supplemental application(s) that may be attached are the entire contract between You and Us.

All statements made in the application will, in the absence of fraud, be deemed representations and not warranties. No statement will be used in defense of a claim under this policy unless it is contained in the application.

### Policy Changes

Only an authorized officer of the Company can change the terms of this policy or waive provisions of this policy. A change must be In Writing.

### Date of Coverage

Coverage will be effective if:

- a. the initial premium has been paid in full on or before the Policy Date, and
- b. the policy has been delivered while the Insured is alive and prior to any change in the Insured's health and insurability as represented in the application.

The effective date of any rider or endorsement attached to this policy on the Policy Date will be the Policy Date as defined in this policy. Any reference to the effective date as the "Date of Issue" in any attached riders or endorsements will mean the "Policy Date" as defined in the policy.

### Incontestability

We will not contest this policy after it has been In Force during the lifetime of the Insured for 2 years from the Date of Issue.

### Suicide

If the Insured, while sane or insane, commits suicide within 2 years from the Date of Issue, the amount payable will be no more than the sum of the premiums paid less any Indebtedness and any withdrawals. The amount payable under this provision will be paid to the Beneficiary. Any amount payable will first be used to pay the interest of anyone to whom the policy has been assigned.

### Termination of Coverage

All coverage under this policy terminates on the first of the following to occur:

- a. a full surrender of this policy;

- b. death of the Insured; or
- c. failure to pay the amount of premium necessary to avoid termination before the end of any applicable grace period.

No action by Us after this policy has terminated, including any monthly deduction made after termination of coverage, will constitute a reinstatement of this policy or waiver of the termination. Any such deduction will be refunded.

### **Misstatement of Age or Sex**

If the Age or sex of the Insured has been misstated, the amount of the Death Benefit will be adjusted to the amount which would have been provided by the most recent cost of insurance deduction at the correct Age and sex. The Gross Cash Value will not be affected.

### **Deferment**

We reserve the right to defer payment of a loan, withdrawal or surrender for up to 6 months from the date of Your Written Request. However, We will not defer a loan or withdrawal to be used to pay premiums on this policy.

### **Compliance with the Internal Revenue Code**

This policy is intended to qualify as life insurance under the Internal Revenue Code. The Death Benefit provided by this policy is intended to qualify for the Federal Income Tax exclusion. If at any time the premium paid under this policy exceeds the amount allowable for such qualification, We will refund the premium to You with interest within sixty days after the end of the Policy Year in which the premium was received. If, for any reason, We do not refund the excess premium within sixty days after the end of such Policy Year, the excess premium will be held in a separate deposit fund and credited with interest until refunded to You. The interest rate used on any refund or credited to the separate deposit fund created by this provision will be the current rate of interest We are paying on this policy until the date We notify You that the excess premium and the earnings on such excess premium have been removed from the policy. After the date of such notice, the interest rate paid on the separate deposit fund will be such rate as We may declare from time to time on advance premium deposit funds. We also reserve the right to refuse to make any change if such change would cause this policy to fail to qualify as life insurance under the Internal Revenue Code.

### **Modified Endowment**

This policy will be allowed to become a modified endowment contract under the Internal Revenue Code only with Your consent. Otherwise, if at any time the premiums paid under the policy exceed the limit for avoiding modified endowment contract status, the excess premium will be refunded to You with interest within sixty days after the end of the Policy Year in which the premium was received. If, for any reason, We do not refund the excess premium within sixty days after the end of such Policy Year, the excess premium will be held in a separate deposit fund and credited with interest until refunded to You. The interest rate used on any refund or credited to the separate deposit fund created by this provision will be the current rate of interest We are paying on this policy until the date We notify You that the excess premium and the earnings on such excess premium have been removed from the policy. After the date of such notice, the interest rate paid on the separate deposit fund will be such rate as We may declare from time to time on advance premium deposit funds.

### **Annual Report**

We will provide You with an Annual Report. This report will show the activity of the policy for the past Policy Year. It will list premiums paid, expenses charged, monthly deductions, interest credited, and withdrawals. It will show the then current Death Benefit, Gross Cash Value, Cash Value and Indebtedness, as well as any other information required by the jurisdiction in which the policy was issued.

## **Ownership, Assignment, and Beneficiary Provisions**

### **Rights of Owner**

The Owner, at issue, is shown on the application or in an amendment attached to this policy. While the Insured is alive, the Owner may exercise all rights and options and receive all benefits under this policy. These rights, however, are subject to the consent of any assignee of record with Us or any Irrevocable Beneficiary.

### **Change of Owner or Beneficiary**

While the Insured is alive, the Owner or Beneficiary may be changed. Any change will take effect as of the date the request is signed. The Insured need not be living when the requested change is recorded at Our Service Office, however the requested change must be delivered to Us prior to the death of the Insured.

### **Death of the Owner or Beneficiary**

If an Owner other than the Insured dies while the Insured is living, all rights and options of the Owner will belong to the Owner's executors or administrators or to the Owner's successor in interest (if the Owner is a non-natural person) unless otherwise provided. The interest of any Beneficiary, including any Irrevocable Beneficiary, who dies before the Insured, will belong to the Owner unless otherwise provided.

### **Assignment**

Only You have the right to assign this policy. We are not bound by any assignment of this policy unless it has been recorded at Our Service Office. We do not assume responsibility for the validity or sufficiency of any assignment.

## **Premium, Grace Period, and Reinstatement Provisions**

### **Payment of Premiums**

All premiums are payable at Our Service Office or to any of Our authorized agents. The first premium is due on the Policy Date and is payable in advance. We will furnish a premium receipt signed by an officer of the Company if You request a receipt. Premiums are payable in United States currency.

Additional premiums may be paid at any time up to the Insured's Attained Age 95. If a payment of any additional premium would increase the Net Amount at Risk, We may reject the additional premium payment unless You submit satisfactory evidence of insurability and We agree to accept the risk. If satisfactory evidence of insurability is not received, the premium or any portion thereof may be returned. We reserve the right to limit the amount of premiums paid in accordance with the requirements of the Compliance with the Internal Revenue Code and Modified Endowment provisions.

### **Planned Premiums**

You may, from time to time, change the amount and frequency of premium payments. Any change in the planned premiums may impact the policy values and benefits. We will send premium reminder notices for the amounts and frequency of payments You establish. We reserve the right to stop sending reminder notices if no premium payment is made within 2 Policy Years.

### **Net Premiums**

Each net premium will be computed by (a) minus (b) where:

- (a) is the total premium received in a Policy Year; and
- (b) is determined by multiplying each premium paid by the premium expense charge shown on the policy schedule for the applicable Policy Year and any cumulative premium received during the applicable Policy Year.

### **Grace Period**

This policy will enter the grace period described below if the Cash Value on any Monthly Anniversary Day is less than the required monthly deduction. We will allow a grace period of 61 days to pay a premium sufficient to prevent this policy from Lapsing. This premium will be an amount equal to the monthly deductions due and unpaid plus two additional monthly deductions.

At least 30 days before the end of the grace period, We will send a Written Notice to You and to any assignee of record that there is insufficient Cash Value under this policy. The notice will show the amount of premium required to prevent this policy from Lapsing. If You do not pay this billed premium within the grace period, all coverage under this policy will Lapse at the end of the grace period. If the Insured dies during the grace period, We will deduct any overdue monthly deductions from the Death Benefit.

### **Reinstatement**

If this policy has Lapsed as described in the Grace Period provision, You may reinstate this policy within 5 years from the date of Lapse and prior to the Insured's Attained Age 95, provided the policy has not been surrendered so long as:

- a. You submit satisfactory evidence of insurability to Us;
- b. You pay a premium equal to the monthly deductions due and unpaid during the grace period plus two additional monthly deductions; and
- c. any Indebtedness is either paid or reinstated.

The Cash Value on the date of reinstatement will be equal to (a) plus (b) minus (c) where:

- a. is the Gross Cash Value on the date of Lapse;
- b. is the net premiums credited at the time of reinstatement; and

- c. is any Indebtedness at the time of reinstatement.

Any surrender charge and surrender charge period, applicable to the reinstated policy, will be based on the duration from the original Policy Date as though the policy had never Lapsed.

The reinstated policy will be effective as of the Monthly Anniversary Day after the date on which We approve the application for reinstatement and We receive the premium due to reinstate the policy. In addition to payment of the premium due to reinstate the policy, We recommend that You review the reinstated policy against Your objectives when You purchased the policy to be certain the policy will continue to meet those objectives. We recommend You review any future premium payments with Your agent in order to provide coverage beyond the initial period following the date of reinstatement. Limitations may apply to reinstating any riders or endorsements issued with this policy. Please review all attached riders or endorsements carefully.

We will not contest this policy for misrepresentations made in the application for reinstatement after the policy has been In Force during the lifetime of the Insured for 2 years from the date of reinstatement.

#### **Continuation of Policy After the Insured's Attained Age 95**

If this policy is In Force at the Insured's Attained Age 95, but not in the grace period, the following will occur:

- a. the policy will continue In Force until the death of the Insured;
- b. no further premium payments may be made;
- c. no further monthly deductions will be taken;
- d. policy loans and withdrawals can continue to be taken. Loan interest rates will apply as stated on the policy schedule and noted in the Loan provision; and
- e. interest will continue to be credited to the Gross Cash Value at the rate stated on the policy schedule.

If this policy is in the grace period at the Insured's Attained Age 95, You will need to pay the billed premium amount, as described in the Grace Period provision, in order to guarantee continuation of this policy beyond the Insured's Attained Age 95.

#### **Rate Class Changes**

Rate Class changes may occur upon Your request (such as a change in Tobacco User status) at any time after the first Policy Year while the Insured is still alive and prior to the Insured's Attained Age 95. Changes in Rate Class will be effective on the Monthly Anniversary Day following the date of approval by Us of the request for a change, unless another Monthly Anniversary Day acceptable to Us is requested.

## Death Benefit Provisions

### Death Benefit

If the Insured dies while this policy is In Force, We will pay a Death Benefit equal to the greater of:

- a. the Specified Amount on the date of death, less any Indebtedness; or
- b. the Minimum Required Death Benefit, less any Indebtedness.

Any Death Benefit payable will be paid in a lump sum unless You elect a settlement option made available by Us. We may require return of this policy when settlement is made.

### Notice of Claim

You or someone on Your behalf must provide Us with Due Proof of Death In Writing within 30 days or as soon as reasonably possible after the death of the Insured.

### Interest on Death Benefit

We will pay interest on any Death Benefit payable as required by applicable law.

### Claims of Creditors

To the extent allowed by law, any Death Benefit payable will not be subject to claims of a Beneficiary's creditors.

## Policy Values Provisions

### Gross Cash Value

The Gross Cash Value on the Policy Date will be equal to all net premiums paid for this policy, as of the Policy Date, minus the monthly deduction for the current Policy Month. The Gross Cash Value of this policy is then determined on each Monthly Anniversary Day by accumulating with interest the Gross Cash Value for the prior Policy Month increased by net premiums credited and decreased by monthly deductions and by the reduction in Gross Cash Value caused by any withdrawal since the preceding Monthly Anniversary Day.

On any day other than a Monthly Anniversary Day, the Gross Cash Value will be the Gross Cash Value as of the preceding Monthly Anniversary Day increased by Net Premium and interest credited minus the reduction in the Gross Cash Value caused by any withdrawal since the preceding Monthly Anniversary Day. For the purposes of this paragraph, "Policy Date" will replace "preceding Monthly Anniversary Day" for determining the Gross Cash Value in the first Policy Month after issue.

In addition, if a surrender is processed as of the preceding Monthly Anniversary Day We will refund any premium received since the preceding Monthly Anniversary Day.

### **Monthly Deduction**

The monthly deduction for a Policy Month will be computed as (1) plus (2) where:

1. is the cost of insurance and the cost of any additional benefits provided by rider for the Policy Month; and
2. is the sum of all administrative charges for the policy shown on the policy schedule and any attached riders as being due for the Policy Month.

### **Interest Rate**

We will credit interest to the Gross Cash Value of this policy daily. The interest rate applied to the Gross Cash Value of this policy will be the Guaranteed Minimum Interest Rate as shown on the policy schedule.

We may credit interest at rates in excess of the Guaranteed Minimum Interest Rate as determined by Us at any time. Such interest is referred to in this policy as excess interest. Excess interest is not guaranteed. At no time will the interest rate credited be less than the Guaranteed Minimum Interest Rate shown on the policy schedule. Interest will be credited on any Gross Cash Value held as security for a policy loan at the rate shown on the policy schedule. Interest will begin to accumulate as of the date the net premium is credited.

### **Cost of Insurance**

The monthly cost of insurance under this policy will be equal to (1) multiplied by (2), divided by (3), where:

1. is the Net Amount at Risk at the beginning of the Policy Month;
2. is the monthly cost of insurance rate as described in the Cost of Insurance Rates provision; and
3. is equal to 1,000.

### **Cost of Insurance Rates**

We will determine monthly cost of insurance rates based on Our expectations as to future mortality, investment earnings, persistency, and expenses (including taxes). Any change in cost of insurance rates will apply to all individuals of the same class as the Insured.

We guarantee that the cost of insurance rates will never be greater than the rates as described on the policy schedule in the Table of Guaranteed Maximum Cost of Insurance Rates.

### **Basis of Computations**

Minimum policy values are based on the mortality assumptions and interest rates shown on the policy schedule. The values for this policy are at least equal to the minimum required by law. If required, a detailed statement of the method used to determine cash values and reserves has been filed with the jurisdiction in which this policy is delivered.

## Surrender and Withdrawal Provisions

### Surrender and Surrender Value

Upon request and while the Insured is alive, You may surrender this policy for its Surrender Value. Surrender of this policy is effective on the business day We receive both this policy and Your Written Request for surrender. All coverage under this policy will terminate upon surrender of this policy for its Surrender Value.

If surrender is requested within 30 days after a Policy Anniversary, the Surrender Value will not be less than the Surrender Value on that anniversary, less any policy loans and withdrawals made on or after such anniversary.

### Withdrawals

You may request a withdrawal (i.e., partial surrender) from this policy during the lifetime of the Insured while this policy is In Force by submitting a Written Request to Us. We reserve the right to limit withdrawals to no more than one per Policy Year and to the limit stated on the policy schedule.

We will deduct the amount of the withdrawal from the Gross Cash Value. The Specified Amount will be reduced by an amount equal to (a) divided by (b), then multiplied by (c), where:

- a. is the amount of the withdrawal;
- b. is the Gross Cash Value immediately preceding the withdrawal; and
- c. is the Specified Amount immediately preceding the withdrawal.

The Specified Amount remaining In Force after any withdrawal will be subject to the minimum Specified Amount shown on the policy schedule. The Death Benefit will be calculated as described in the Death Benefit Provisions based on the reduced Specified Amount and reduced Gross Cash Value.

## Loan Provisions

### Policy Loans

If this policy has a Surrender Value available, We will grant a loan against the policy so long as:

- a. a loan agreement is properly executed; and
- b. You make a satisfactory assignment of this policy to Us.

The maximum additional loan at any time is the Surrender Value on the date of the request less all policy loan interest due to the end of the Policy Year.

### Loan Interest

Loans under this policy bear interest at an adjustable interest rate. We may adjust the rate on each Policy Anniversary. The new rate will apply to both new and outstanding loans. We will provide notice of the initial rate for cash loans when the loan is made. We will also provide reasonable advance notice prior to any change in interest rate while a loan is outstanding.

The interest rate charged during any Policy Year will not exceed the maximum rate for that year. The maximum rate will be the greater of:

- a. the "Published Monthly Average" (as defined below) for the calendar month which ends 2 months before the month in which the Policy Anniversary occurs; or
- b. the rate used to compute the Surrender Value of this policy during the applicable period plus 1% per year.

The term "Published Monthly Average" as used within this provision means the monthly average of the composite yield on seasoned corporate bonds as published by Moody's Investors Service, Inc., or its successors. If such average is no longer published, We will use the average established by law or regulation by the insurance supervisory official of the jurisdiction in which this policy is delivered. We guarantee that the interest rate charged will never exceed the maximum rate imposed by law or regulation in the jurisdiction in which this policy is delivered.

We will not increase the loan interest rate until the new maximum rate exceeds the rate then currently charged under this policy by at least .5% annually. We will reduce the rate being charged whenever such reduction results in a new annual maximum rate that is at least .5% lower than the rate then currently being charged under this policy.

#### **Indebtedness**

Any Indebtedness will reduce the amount payable upon surrender of this policy. Indebtedness may be repaid in whole or in part at any time. However, if a premium is not paid within the grace period, any outstanding Indebtedness can be repaid only if this policy is reinstated. If this policy becomes payable as a Death Benefit, any Indebtedness will be deducted from the Proceeds payable.

#### **Effect of Riders and Endorsements on Policy Provisions**

If any riders or endorsements are attached to and made a part of this policy, policy provisions and definitions may be impacted, including those concerning premiums and policy values. **READ YOUR POLICY, RIDERS AND ENDORSEMENTS CAREFULLY.**

### **Settlement Options**

Upon the death of the Insured, while this policy is In Force, the Proceeds may be paid in a lump sum or left with Us for payment under a settlement option that We make available. The amount applied under an option for the benefit of any beneficiary must be at least \$2,500. The amount of each payment under an option must be at least \$50. You may make, change or revoke an election at any time while the Insured is alive. Following the death of the Insured, the Beneficiary may elect an option if You have not elected one or if Proceeds are payable in one sum. A Beneficiary may make a change in payment under a settlement option You elect only if You provided for it in Your election. A change of Beneficiary automatically cancels a previous election of a settlement option. If this policy is assigned, the assignee's portion of Proceeds will be paid in one sum. Any balance of Proceeds may be applied under a settlement option. To the extent allowed by law, all payments under the policy will be free from creditor claims or legal process.

# The Lincoln National Life Insurance Company

## Enhanced Surrender Value Endorsement

This endorsement is part of the policy to which it is attached and becomes effective as of the Policy Date. Except as stated in this endorsement, all of the provisions, limitations and exclusions of the policy remain in effect.

### Enhanced Surrender Value

If You request to surrender the policy at any time before the sum of all premiums paid equals the Enhanced Surrender Value Threshold shown on the policy schedule (hereinafter, "ESV Threshold"), We will pay an amount equal to the Surrender Value.

If You request to surrender the policy on or after the date the sum of all premiums paid equals or exceeds the ESV Threshold, We will pay an amount equal to the greater of:

- a. the Surrender Value; or
- b. the ESV Threshold, less any Indebtedness, less the amount of any withdrawals net of any applicable surrender charges, less any benefits paid under any accelerated benefit rider which may be attached.

### Effect of Endorsement on Minimum Required Death Benefit

At any time while the policy and this endorsement are In Force but before the sum of all premiums paid equals the ESV Threshold, the Minimum Required Death Benefit will equal (1) multiplied by (2), where:

- (1) equals the greater of:
  - a. the Gross Cash Value; or
  - b. the "cash surrender value" of the policy within the meaning of section 7702 of the Internal Revenue Code; and
- (2) equals the applicable percentage shown on the policy schedule in the Minimum Required Death Benefit Percentages Table.

On or after the date the sum of all premiums paid equals or exceeds the ESV Threshold, item (1) in the calculation above will equal the greatest of:

- a. the Gross Cash Value;
- b. the ESV Threshold, less any Indebtedness, less the amount of any withdrawals net of any applicable surrender charges, less any benefits paid under any accelerated benefit rider which may be attached; or
- c. the "cash surrender value" of the policy within the meaning of section 7702 of the Internal Revenue Code.

### Impact of Loans and Withdrawals

A loan against or withdrawal from the policy at any time before the sum of all premiums paid equals the ESV Threshold will automatically terminate this endorsement, as described in the Termination provision below.

**Termination**

At any time before the sum of all premiums paid equals the ESV Threshold, this endorsement terminates automatically upon the earlier of:

- a. the date the policy terminates for any reason; or
- b. the date We make a loan against or withdrawal from the policy as requested by You.

On or after the date the sum of all premiums paid equals or exceeds the ESV Threshold, this endorsement terminates upon the termination of the policy.

If the policy Lapses and is reinstated, this endorsement will likewise be reinstated if this endorsement was In Force at the time of Lapse.

**The Lincoln National Life Insurance Company**

*Dennis R Glass*  
President

SPECIMEN

# The Lincoln National Life Insurance Company

## Convalescent Care Benefits Rider

This Convalescent Care Benefits Rider ("CCBR") is a long-term care insurance rider. This rider is made part of the policy to which it is attached and becomes effective as of the Policy Date. Except as stated below, this rider is subject to all the terms and conditions of the policy.

We agree to provide the benefits described in this rider for Qualified Long-Term Care Services in accordance with all the terms and conditions of this rider. READ THIS RIDER CAREFULLY.

### NOTICE OF 30 DAY RIGHT TO RETURN THIS RIDER

You may return this rider for any reason to the insurance agent through whom it was purchased or to Us at the Service Office address shown on the cover of Your policy within 30 days after You receive it. If returned, this rider will be considered void from the beginning and We will refund all charges paid for this rider.

### TAXATION

This rider is intended to be a Qualified Long-Term Care Insurance contract under Section 7702B(b) of the Internal Revenue Code.

### CAUTION

We issued this rider based on Your and the Insured's answers to the questions on Your application. A copy of Your application is attached. If any answers are incorrect or untrue, We may deny benefits or rescind this rider. The best time to clear up any questions is now, before a claim arises! If, for any reason, any of Your or the Insured's answers are incorrect, contact Us at the Service Office address shown on the cover of Your policy.

### NOTICE TO OWNER

This rider may not cover all of the costs associated with long-term care incurred by the Insured during the period of coverage. Carefully review all policy and rider limitations.

### Who is Covered

This rider covers the Insured named on the policy schedule. It does not cover any other person.

### Renewability

This rider is non-cancelable. Unless You request to terminate this rider, the rider will remain In Force for as long as the policy remains In Force. We cannot change any of the terms of this rider on Our own and cannot increase the monthly rider charge.

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SPECIMEN

## DEFINITIONS

### Activities of Daily Living

The 6 basic functional abilities that relate to the Insured's ability to live independently. They are:

- a. **Bathing:** The Insured's ability to wash himself or herself by sponge bath, or in either a tub or shower, including the task of getting into or out of the tub or shower.
- b. **Continence:** The Insured's ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for a catheter or colostomy bag).
- c. **Dressing:** The Insured's ability to put on and take off all items of clothing and any necessary braces, fasteners or artificial limbs.
- d. **Eating:** The Insured's ability to feed himself or herself by getting food into the body from a receptacle (such as a plate, cup, or table) or by a feeding tube or intravenously.
- e. **Toileting:** The Insured's ability to get to and from the toilet, get on and off the toilet, and perform associated personal hygiene.
- f. **Transferring:** The Insured's ability to move into or out of a bed, chair, or wheelchair.

### Assisted Living Facility

A separate facility (or a specially dedicated wing of a facility) which is licensed as an Assisted Living Facility, if the jurisdiction licenses such facilities. If the jurisdiction does not license Assisted Living Facilities, then the facility must meet all of the following criteria:

- a. it must provide room, board, housekeeping, linens, laundry, and all the personal services required by a Chronically III individual, as well as protective oversight, in private rooms to residents who require personal assistance to perform Activities of Daily Living;
- b. it must provide personal care and substantial hands-on assistance to prevent, by physical intervention, injury to the individual while the individual is performing Activities of Daily Living. Such assistance may also include transportation, help in dispensing medication, providing assistance with baths or showers, as well as other individual needs which may be required; and
- c. it must have staff available to provide such assistance 24 hours a day and 7 days a week and have a staff physician available on call.

### CCBR Base Benefit Limit

At issue, an amount equal to the policy's Specified Amount. The CCBR Base Benefit Limit may change as provided in this rider. The CCBR Base Benefit Limit is used to calculate the monthly rider charge, the CCBR Benefit Limit, and the CCBR Base Maximum Monthly Benefit. If Optional Inflation Protection is elected, the CCBR Base Benefit Limit is also used to calculate the monthly inflation charge and the CCBR Inflation Benefit Limit.

### CCBR Base Maximum Monthly Benefit

An amount equal to the CCBR Base Benefit Limit divided by the number of months in the CCBR Duration. The CCBR Base Maximum Monthly Benefit may change as provided in this rider.

**CCBR Benefit Limit**

The maximum benefit amount available under this rider to reimburse the costs incurred by the Insured for Covered Services. The CCBR Benefit Limit equals the CCBR Base Benefit Limit plus the CCBR Inflation Benefit Limit, if any. At issue, the CCBR Benefit Limit equals the policy's Specified Amount. The CCBR Benefit Limit as of the Policy Date is shown on the policy schedule, and may change as provided in this rider.

**CCBR Duration**

The period of coverage under this rider. The CCBR Duration was selected on the application for this rider, and is shown on the policy schedule.

**CCBR Inflation Benefit Limit**

The amount of any additional CCBR Benefit Limit generated by Optional Inflation Protection, if elected, as described in the Optional Inflation Protection provision.

**CCBR Inflation Maximum Monthly Benefit**

The amount of any additional monthly CCBR benefit generated by Optional Inflation Protection, if elected. The CCBR Inflation Maximum Monthly Benefit is equal to the CCBR Inflation Benefit Limit divided by the number of months in the CCBR Duration.

**Care Planning Agency**

An agency or organization which is primarily engaged in providing care planning on behalf of its clients. The agency or organization must be licensed by the appropriate state licensing agency as a Care Planning Agency, if the state licenses such agencies. If the state does not license Care Planning Agencies, then the agency must meet all of the following criteria:

- a. it must operate at least 5 days per week for a minimum of 8 hours per day and have someone on call to provide emergency coverage during non-operating hours;
- b. it must have at least one full-time nurse and one full-time social worker on staff; and
- c. it must maintain a written record for each client of all Covered Services provided.

**Chronically Ill (Chronic Illness)**

The Insured has been certified, within the preceding 12 months, by a Licensed Health Care Practitioner as:

- a. being unable to perform (without Substantial Assistance from another individual) at least 2 Activities of Daily Living for a period of at least 90 days as a result of loss of functional capacity; or
- b. requiring Substantial Supervision to protect the Insured from threats to health and safety caused by Severe Cognitive Impairment.

**Covered Services**

The Qualified Long-Term Care Services covered by this rider. These services are listed in the Covered Services provision. To qualify for benefits under this rider, the Insured must receive Covered Services prescribed under a Plan of Care while this rider is In Force.

**Death Benefit**

This rider does not have a death benefit. However, while this rider is In Force, the policy's Death Benefit will be as described in this rider's Residual Death Benefit provision.

**Guaranteed Benefit Limit**

The total amount available under this rider's Guaranteed Benefit provision to reimburse expenses for Covered Services incurred by the Insured.

**Home Health Care Agency**

An entity which provides care and services at the Insured's home or other residence, is primarily engaged in providing residential health care services under policies and procedures established by a group of professionals, including at least one physician and one nurse, and meets at least one of the following criteria:

- a. it must be licensed by the appropriate state licensing agency as a Home Health Care Agency, if the state licenses such agencies; or
- b. it must be accredited as a Home Health Care Agency or as a provider of Home Health Care Services by the National League of Nursing, American Public Health Association, or Joint Commission on Accreditation of Health Care Organizations or their successor organization; or
- c. is certified by Medicare as a Home Health Care Agency.

**Immediate Family**

The Insured's spouse and the children, brothers, sisters, and parents of either the Insured or the Insured's spouse.

**Insured**

The person named on the policy schedule who is entitled to benefits under this rider.

**Licensed Health Care Practitioner**

A physician, as defined in Section 1861(r)(1) of the Social Security Act, a registered professional nurse, licensed social worker, or other individual who meets such requirements as may be prescribed by the Secretary of the Treasury, or qualifications to Our satisfaction. The health care practitioner must be acting within the scope of his or her license when providing Covered Services or performing necessary functions or actions under this rider.

**Maintenance or Personal Care Services**

Any care for which the primary purpose is to provide needed assistance with any of the disabilities as a result of which the Insured is Chronically Ill (including the protection from threats to health and safety caused by Severe Cognitive Impairment).

**Maximum Monthly CCBP Benefit**

The maximum amount that We will pay each month to reimburse the costs incurred by the Insured for Covered Services under this rider. The Maximum Monthly CCBP Benefit equals the CCBP Base Maximum Monthly Benefit plus the CCBP Inflation Maximum Monthly Benefit, if any. The Maximum Monthly CCBP Benefit as of the Policy Date is shown on the policy schedule, and may change as provided in this rider.

**Maximum Monthly Guaranteed Benefit**

The maximum amount that We will pay each month under this rider's Guaranteed Benefit provision to reimburse the costs incurred by the Insured for Covered Services.

**Medicare**

Title XVIII of the Social Security Act, as amended.

**Mental or Nervous Disorders**

Neurosis, psychoneurosis, psychopathy, psychosis, or mental or emotional disease or disorder.

**Nursing Home**

A facility or distinctly separate part of a hospital or other institution which is licensed by the appropriate jurisdiction licensing agency or authority as a Nursing Home, if the jurisdiction licenses such facilities. If the jurisdiction does not license Nursing Homes, then the facility must meet all of the following criteria:

- a. it must provide 24 hour a day nursing service under a planned program of policies and procedures which were developed with the advice of, and is periodically reviewed and executed by a professional group of at least one physician and one nurse;
- b. it must have a physician available to furnish medical care in case of emergency;
- c. it must have at least one nurse who is employed there full time (or at least 24 hours per week if the facility has less than 10 beds);
- d. it must have a nurse on duty or on call at all times;
- e. it must maintain clinical records for all patients; and
- f. it must have appropriate methods and procedures for handling and administering drugs and biologicals.

**Plan of Care**

A written document which was prescribed by a Licensed Health Care Practitioner which outlines the individualized medical treatment (including medication and therapy) and non-medical assistance and services which are prescribed because the Insured suffers from loss of functional capacity or from a Severe Cognitive Impairment. The plan must specify the agency or facility where the care is to be provided; the type, frequency, and duration of all medication, therapy, and services required; and the title of the provider who is to perform each service. It must also describe the likelihood of improvement or deterioration of the Insured's condition within the next 12 months from the date the Plan of Care was prepared and must also describe the supporting evidence upon which the Licensed Health Care Practitioner has based his or her conclusions and prognosis. Such supporting evidence may include either documents or information relevant to the assessment of loss of functional capacity or to the assessment of Severe Cognitive Impairment, or both, which was prepared by a physician, nurse, social worker, or any other licensed or certified professional who is qualified to perform such assessment by virtue of their licensure.

**Pre-Existing Condition**

A condition of the Insured for which medical advice or treatment was recommended by, or received from, a provider of health care services within 6 months preceding the Date of Issue.

**Primary Caregiver**

The person or persons, including members of the Insured's Immediate Family, who provide(s) ongoing daily care to the Insured while the Insured resides outside of a hospital or Nursing Home.

**Qualified Long-Term Care Services**

Necessary diagnostic, preventive, therapeutic, curing, treating, mitigating, and rehabilitative services, and Maintenance or Personal Care Services, which are:

- a. required by the Insured because he or she is Chronically III; and
- b. provided pursuant to a Plan of Care prescribed by a Licensed Health Care Practitioner.

**Severe Cognitive Impairment**

Deterioration or loss in the Insured's intellectual capacity that is:

- a. comparable to (and includes) Alzheimer's disease and similar forms of irreversible dementia; and
- b. measured and confirmed by clinical evidence and standardized tests that reliably measure impairment in the following areas:
  - 1. the Insured's short- or long-term memory;
  - 2. the Insured's orientation as to person (such as who they are), place (such as their location), and time (such as day, date, and year); and
  - 3. the Insured's deductive or abstract reasoning, including judgment as it relates to safety awareness.

**Substantial Assistance**

Hands-on assistance or the presence of another person within arm's reach that is necessary to prevent, by physical intervention, injury to the Insured while the Insured is performing the Activities of Daily Living.

**Substantial Supervision**

Continual supervision (which may include cueing by verbal prompting, gestures, or other demonstrations) by another person that is necessary to protect the Severely Cognitively Impaired Insured from threats to his or her health or safety (such as may result from wandering).

## RIDER CHARGES

**Monthly Rider Charge**

We will deduct a charge for this rider from the Gross Cash Value of the policy on each Monthly Anniversary Day beginning with the Policy Date until the earlier of:

- a. the Insured's Age 95; or
- b. the Monthly Anniversary Day preceding the date the policy's Cash Value has been reduced to less than the monthly deduction as a result of payments for Covered Services under this rider, provided no loans or withdrawals have been made against the policy to which this rider is attached.

The monthly rider charge as of the Policy Date is shown on the policy schedule.

The monthly rider charge at issue is calculated based on the Insured's Age as shown on the policy schedule, the CCBP Duration selected, and the CCBP Base Benefit Limit.

Any decrease in the CCBP Base Benefit Limit caused by withdrawals or Indebtedness will reduce the monthly rider charge proportionately. Any increase in the CCBP Base Benefit Limit caused by a repayment of the loan or loan interest will increase the monthly rider charge proportionately.

### **Monthly Inflation Charge**

If Optional Inflation Protection is elected, we will deduct an inflation charge from the Gross Cash Value of the policy on each Monthly Anniversary Day beginning with the Policy Date until the earlier of:

- a. the Insured's Age 95; or
- b. the Monthly Anniversary Day preceding the date the policy's Cash Value has been reduced to less than the monthly deduction as a result of payments for Covered Services under this rider, provided no loans or withdrawals have been made against the policy to which this rider is attached.

The monthly inflation charge as of the Policy Date is shown on the policy schedule.

The monthly inflation charge at issue is calculated based on the Insured's Age as shown on the policy schedule, the CCBP Duration selected, the CCBP Base Benefit Limit, and the Optional Inflation Protection option selected.

Any decrease in the CCBP Base Benefit Limit caused by withdrawals or Indebtedness will reduce the monthly inflation charge proportionately. Any increase in the CCBP Base Benefit Limit caused by a repayment of the loan or loan interest will increase the monthly inflation charge proportionately.

## **ELIGIBILITY FOR THE PAYMENT OF BENEFITS**

### **Benefit Conditions**

The following conditions must be met to qualify for benefits under this rider:

- a. The total benefits paid to date under this rider must not have reached the CCBP Benefit Limit.
- b. The Licensed Health Care Practitioner must certify that the Insured is Chronically Ill and that the illness is expected to continue for at least 90 days.
- c. The Licensed Health Care Practitioner must prescribe a Plan of Care In Writing prescribing services, including Covered Services, that are to be provided to the Insured. The Insured must receive the Covered Services prescribed under the Plan of Care while this rider is In Force.
- d. At least once every 12 months thereafter, and for as long as the Insured continues to be Chronically Ill, the Licensed Health Care Practitioner must again:
  1. certify that the Insured is Chronically Ill. If the Insured's Chronic Illness is caused by loss of functional capacity, the Licensed Health Care Practitioner must again certify that the Insured's Chronic Illness is expected to continue for at least 90 days; and
  2. either prescribe a new Plan of Care, or reconfirm the existing Plan of Care In Writing.

Benefits will be paid under this rider for as long as:

- a. the benefit conditions of this rider are met; and
- b. this rider remains In Force.

## **LONG-TERM CARE BENEFITS**

### **Benefits Available**

We will pay an amount not to exceed the Maximum Monthly CCBR Benefit each calendar month until the end of the CCBR Duration to reimburse costs incurred by the Insured for any Covered Service or combination of Covered Services, subject to the terms and conditions of this rider. Any amounts paid in a calendar month for any Covered Service or combination of Covered Services will reduce that month's available Maximum Monthly CCBR Benefit and the remaining CCBR Benefit Limit. Benefits under this rider while this rider is In Force will continue beyond the CCBR Duration shown on the policy schedule as long as the remaining CCBR Benefit Limit is greater than zero.

### **International Benefits**

If the Insured is confined to a Nursing Home or Assisted Living Facility outside the United States or its territories and possessions (collectively, "United States"), the amount payable each calendar month to reimburse costs incurred by the Insured for such Nursing Home Care Services or Assisted Living Facility Services is limited to an amount equal to 50% of any available maximum monthly benefit. No benefits are payable for Covered Services, other than Nursing Home Care Services or Assisted Living Facility Services, that are received outside the United States. Benefits under this provision will continue beyond the CCBR Duration shown on the policy schedule as long as the remaining CCBR Benefit Limit is greater than zero.

Any benefits payable under this provision are subject to the following terms and conditions:

- a. Benefits are not payable under this provision if it is prohibited by United States Government sanctions as specified by the United States Department of the Treasury's Office of Foreign Asset Control, its successor organization, or any authorized agency or department of the United States.
- b. Benefits for Covered Services received within the United States which are otherwise provided under this rider are not payable while benefits are being paid for Nursing Home Care Services or Assisted Living Facility Services under this provision.
- c. We must receive proof In Writing satisfactory to Us that the Insured is confined outside of the United States and has met all of the benefit conditions of the rider and this provision. Such proof and all supporting documentation must be furnished in English at no expense to the Company.
- d. Payments will be made in United States currency at the then current exchange rate as published by Bloomberg L.P. or its successors.
- e. While benefits are being paid under this provision, we reserve the right to verify no more frequently than monthly that all of the criteria for eligibility for benefits under the rider and this provision have been satisfied.

### **Benefit Payments**

When making a payment for Covered Services under this rider, We will first pay an amount up to the CCBR Base Maximum Monthly Benefit or the remaining CCBR Base Benefit Limit, whichever is less. If the claim is for an amount greater than the CCBR Base Maximum Monthly Benefit or remaining CCBR Base Benefit Limit, and if Optional Inflation Protection is elected, We will pay an amount up to the CCBR Inflation Maximum Monthly Benefit or the remaining CCBR Inflation Benefit Limit, whichever is less.

### **Impact of Withdrawals, Indebtedness and Repayments**

Withdrawals or Indebtedness will reduce the CCBR Base Benefit Limit. Any reduction in the CCBR Base Benefit Limit will reduce the CCBR Base Maximum Monthly Benefit proportionately. Any repayment of the loan or loan interest will increase the CCBR Base Benefit Limit. Any increase in the CCBR Base Benefit Limit will increase the CCBR Base Maximum Monthly Benefit proportionately.

### **Optional Inflation Protection**

The Optional Inflation Protection option, if any, in effect for this rider is shown on the policy schedule. Unless You have rejected Optional Inflation Protection on the application for this rider, We will recalculate the CCBR Inflation Benefit Limit based on the Optional Inflation Protection option selected:

- a. on each Policy Anniversary; and
- b. any time You make a policy loan, withdrawal, or repayment of the loan or loan interest.

Any increase in the CCBR Inflation Benefit Limit will increase the CCBR Inflation Maximum Monthly Benefit proportionately. Any decrease in the CCBR Inflation Benefit Limit will decrease the CCBR Inflation Maximum Monthly Benefit proportionately.

### **Benefits After Lapse**

If the policy and this rider Lapse while the Insured is confined to a Nursing Home or Assisted Living Facility and the Insured is receiving benefits for those services under this rider, We will continue to reimburse expenses incurred for Nursing Home Care Services or Assisted Living Facility Services, as applicable, until the earlier of the following:

- a. the date the Insured is discharged from the Nursing Home or Assisted Living Facility, as applicable; or
- b. the date the CCBR Benefit Limit is reached. The CCBR Benefit Limit under this provision will equal the CCBR Benefit Limit in effect as of the date of Lapse, and will not change.

Benefits are not payable under this provision if at any point in time You have made a loan against or withdrawal from the policy to which this rider is attached. No Death Benefit is payable if expenses for Covered Services have been reimbursed under this provision.

### **Guaranteed Benefit**

After the policy and this rider have been In Force for 3 Policy Years and subject to the limitations outlined below, this Guaranteed Benefit provision will cover eligible claims for Covered Services up to the Guaranteed Benefit Limit amount described below which begin at any time after the policy and this rider Lapse. The Maximum Monthly Guaranteed Benefit under this provision will be an amount equal to the Maximum Monthly CCBR Benefit in effect as of the date this rider Lapses, and will not change.

The Guaranteed Benefit Limit under this provision will be an amount equal to the greater of:

- a. one month's Maximum Monthly CCBR Benefit in effect as of the date this rider Lapses; or
- b. an amount equal to the sum of all rider charges and inflation charges, if any, paid for this rider, less any Indebtedness and withdrawals.

The Guaranteed Benefit Limit and the Maximum Monthly Guaranteed Benefit are not subject to inflation protection increases.

If this rider Lapses while the Insured is confined to a Nursing Home or Assisted Living Facility and the Insured is receiving benefits for those services under this rider, benefits will first be paid under this rider's Benefits After Lapse provision. Benefits under this Guaranteed Benefit provision become effective after payments under this rider's Benefits After Lapse provision, if any, have ended according to the terms and conditions of that provision.

The sum of benefits paid while this rider is In Force, if any, plus benefits paid under this rider's Benefits After Lapse provision, if any, plus benefits paid under this provision will not exceed the maximum benefits which were available under this rider at the time of Lapse. This Guaranteed Benefit will continue as paid-up long-term care coverage until the earlier of the death of the Insured or the date the Guaranteed Benefit Limit under this provision has been reached.

## COVERED SERVICES

We will reimburse expenses incurred by the Insured for the following Covered Services, to the extent that such services are Qualified Long-Term Care Services as defined in this rider:

### **Adult Day Care Services**

A program for 6 or more individuals of social and health-related services provided during the day in a community group setting for the purpose of supporting frail, impaired elderly or other disabled adults who can benefit from care in a group setting outside the home.

### **Assisted Living Facility Services**

Services that are provided to the Insured while he or she is confined or living in an Assisted Living Facility.

### **Bed Reservation**

The expense incurred by the Insured to reserve the Insured's bed in a Nursing Home while he or she is temporarily absent during a stay in a Nursing Home and is charged to reserve accommodations. The temporary absence can be for any reason with the exception of discharge. This includes, but is not limited to, a hospital stay or spending holidays or other time with family.

This benefit is limited to no more than 30 days each calendar year. The amount payable for this benefit cannot exceed 1/30<sup>th</sup> of the Maximum Monthly CCBR Benefit for each day that the bed is reserved.

### **Care Planning Services**

Services provided for the Insured by a Care Planning Agency under the direction of a Licensed Health Care Practitioner. Care Planning Services may include:

- a. assessment of the circumstances in the Insured's home which relate to his or her ability to live independently;

- b. assessment of the Insured's Chronic Illness and the level of assistance needed for each Activity of Daily Living;
- c. preparation of a Plan of Care for the Insured in coordination with the Licensed Health Care Practitioner;
- d. coordination and monitoring of the Covered Services provided to the Insured; and
- e. monitoring any changes in the Insured's abilities and updating the Plan of Care accordingly.

### **Caregiver Training**

Training given to the Primary Caregiver to provide him or her with the knowledge and skills necessary to care for the Chronically Ill Insured. Such training must be provided by a properly accredited medical or instructional institution or by an individual, such as a licensed nurse, who is qualified to provide such training.

The total amount payable for all Caregiver Training provided while the Insured is covered under this rider and under the Extension of Benefits Rider, if applicable, is limited to no more than the Caregiver Training Benefit Limit shown on the policy schedule. Caregiver Training may include:

- a. the proper use and care of therapeutic devices or disposable medical aids, including but not limited to catheters, colostomy bags, or suctioning tubes;
- b. the performance of care-giving procedures such as changing wound dressings or repositioning the Insured in bed; or
- c. other therapeutic or care-giving procedures needed to enable the Chronically Ill Insured to continue to reside in his or her place of residence.

### **Home Health Care Services**

Skilled nursing or other professional care services provided by a Home Health Care Agency at the Insured's place of residence which must be outside of a hospital, Nursing Home or Assisted Living Facility. Such services include, but are not limited to, part-time and intermittent skilled nursing services, home health aide services, physical therapy, occupational therapy, chemotherapy, speech therapy, audiology services, and medical social services by a social worker.

### **Hospice Services**

Services given to provide palliative care to alleviate the physical, emotional, social, and spiritual discomforts of the Insured who is in the terminal phases of life. These services also include supportive care given to the Primary Caregiver and the Insured's Immediate Family.

### **Nursing Home Care Services**

Services that are provided to the Insured while he or she is confined to a Nursing Home.

### **Personal Care Services**

Services provided at the Insured's place of residence which must be outside of a hospital, Nursing Home or Assisted Living Facility, to assist with Activities of Daily Living, including activities such as using a telephone, managing medications, moving about outside, shopping for essentials, preparing meals, laundry, and housekeeping or homemaking activities to allow the Insured to remain in his or her residence. These services may be provided by skilled or unskilled persons.

### **Respite Care Services**

Short-term care services provided for the Insured in an institution, in the home, or in a community-based program to provide temporary relief for the Primary Caregiver. Such services may be provided by skilled or unskilled persons.

This benefit is limited to no more than 21 days each calendar year. The amount payable for this benefit cannot exceed 1/30<sup>th</sup> of the Maximum Monthly CCBP Benefit for each day of Respite Care Services.

### **Alternative Care Services**

Qualified Long-Term Care Services that are not covered under any of the above paragraphs, but which the Licensed Health Care Practitioner and We mutually agree would be appropriate to meet the Insured's long-term care needs. We will not unreasonably withhold agreement. These services must be provided as an alternative to services covered under the above paragraphs that would otherwise be required by the Chronically Ill Insured. Alternative Care Services will be covered only to the extent that they are Qualified Long-Term Care Services.

Alternative Care Services may include, but are not limited to, forms of assistance provided in facilities, by organizations, or by persons other than the Insured's Immediate Family, that do not otherwise meet the definitions of this rider. They must meet or exceed the applicable professional standards and state legal requirements for the services that are performed.

### **Non-Continual Alternative Care Services**

Alternative Care Services which are received on a one-time basis, such as expenses for durable medical equipment or for modifications to the home to accommodate a wheelchair or other device. Non-Continual Alternative Care Services will be covered only to the extent that they are Qualified Long-Term Care Services.

This benefit is limited to no more than one claim per calendar year. The amount payable for this benefit in any calendar year cannot exceed the Maximum Monthly CCBP Benefit.

## **GENERAL EXCLUSIONS AND LIMITATIONS**

This rider will not provide benefits for:

- a. care provided in facilities operated primarily for the treatment of Mental or Nervous Disorders. **This exclusion does not apply to qualifying stays or care resulting from a clinical diagnosis of Alzheimer's Disease or similar forms of irreversible dementia;**
- b. treatment for alcoholism, drug addiction or chemical dependency (unless the drug addiction or chemical dependency is a result of medication taken in doses as prescribed by a physician);
- c. treatment arising out of an attempt (while sane or insane) at suicide or an intentionally self-inflicted injury;
- d. treatment provided in a Veteran's Administration or government facility, unless the Insured or the Insured's estate is charged for the confinement or services or unless otherwise required by law;

- e. loss to the extent that benefits are payable under any of the following: Medicare (including that which would have been payable but for the application of a deductible or a coinsurance amount), other governmental programs (except Medicaid), workers compensation laws, employer's liability laws, occupational disease laws, and motor vehicle no-fault laws;
- f. confinement or care received outside the United States, other than benefits for Nursing Home Care Services and Assisted Living Facility Services as described in the International Benefits provision;
- g. services provided by a facility or an agency that does not meet this rider definition for such facility or agency, except as provided in the Alternative Care Services provision above; and
- h. services provided by a member of the Insured's Immediate Family or for which no charge is normally made in the absence of insurance.

## **EFFECT OF RIDER ON POLICY**

### **Monthly Deductions**

While the policy and this rider are In Force, monthly deductions will continue to be deducted from the policy's Gross Cash Value until the earlier of:

- a. the Insured's Age 95; or
- b. the Monthly Anniversary Day preceding the date the policy's Cash Value has been reduced to less than the monthly deduction as a result of payments for Covered Services under this rider, provided no loans or withdrawals have been made against the policy to which this rider is attached.

### **Grace Period and Lapse**

The policy and this rider will enter the grace period and subsequently Lapse if the Cash Value on any Monthly Anniversary Day is less than the monthly deduction and no additional premium is paid. If the policy and rider enter the grace period, We will give notice to You and to Your designee at the address provided by You for the purposes of receiving notice of Lapse or termination. Notice will not be given until 30 days after a premium is due and unpaid. Notice will be deemed to have been given as of five (5) days after the date of mailing.

However, the policy and this rider will not enter the grace period and Lapse if the Cash Value has been reduced to less than the monthly deduction as a result of payments for Covered Services under this rider, provided no loans or withdrawals have been made against the policy to which this rider is attached.

### **Effect of Payments for Covered Services on Policy Values**

When a payment for Covered Services is made, the policy's Gross Cash Value, Cash Value and Surrender Value will be reduced by an amount equal to (1) multiplied by (2), divided by (3), where:

- (1) is policy's Cash Value immediately prior to the payment for Covered Services;
- (2) is the amount of the CCBR Base Maximum Monthly Benefit paid; and
- (3) is the remaining CCBR Base Benefit Limit immediately prior to the payment for Covered Services.

### **Effect of Payments for Covered Services on Specified Amount**

Any CCBP Base Maximum Monthly Benefit amounts paid will reduce the policy's Specified Amount on a dollar-for-dollar basis. Any CCBP Inflation Maximum Monthly Benefit amounts paid will not reduce the policy's Specified Amount.

### **Residual Death Benefit**

While the policy and this rider are In Force, the policy's Death Benefit will be the greatest of:

- a. the Specified Amount on the date of death, less any Indebtedness;
- b. the Minimum Required Death Benefit, less any Indebtedness; or
- c. the Residual Death Benefit as described below.

The Residual Death Benefit at issue is equal to 10% of the Initial Specified Amount shown on the policy schedule. If the Specified Amount is reduced as a result of a withdrawal, the Residual Death Benefit is also reduced to equal 10% of the reduced Specified Amount. Policy loans and unpaid loan interest will decrease the Residual Death Benefit by an amount equal to 10% of the loan or loan interest. Loan repayments, including loan interest paid, will increase the Residual Death Benefit by an amount equal to 10% of the loan repayment.

No Death Benefit is payable under the policy if expenses for Covered Services have been reimbursed under this rider's Benefits After Lapse provision.

### **Suicide**

If the Insured commits suicide, while sane or insane, within 2 years from the Date of Issue and while the policy and this rider are In Force, the amount payable will be no more than the sum of the premiums paid, less any Indebtedness and withdrawals, less the amount of any payments made for Covered Services under this rider.

### **Availability of Policy Death Benefit**

If the Insured dies while receiving benefits under this rider or under the Extension of Benefits Rider, if applicable, we reserve the right to withhold a portion of any Death Benefit that would otherwise be payable until we have verified that we have received all remaining claims for Covered Services.

## **CLAIMS**

### **Personal Long-Term Care Advisor**

A Personal Long-Term Care Advisor is available to answer questions about rider benefits and to explain how to file a claim. You or the Insured's Licensed Health Care Practitioner may contact the Personal Long-Term Care Advisor at any time to:

- a. discuss which types of care may be covered under this rider;
- b. determine in advance if a particular provider of a Covered Service, such as a Nursing Home or a Home Health Care Agency, meets rider conditions; and
- c. discuss the process for filing a claim and obtain the necessary forms.

Your Personal Long-Term Care Advisor's toll-free number is shown on the policy schedule. There is no charge for this service.

### **Notice of Claim and Proof of Loss**

You must notify us In Writing when there is a claim for benefits. We must receive Written Notice within 60 days after the date the covered loss starts or, if later, as soon as reasonably possible. The Written Notice should include at least Your name and the Insured's name, the policy number, and the address to which the claim form should be sent. If You are unable to file a claim, Your legal representative may act on Your behalf.

Upon receipt of Written Notice of the claim, We will send a claim form to be used to file proof of loss. The claim form has instructions on how to fill it out and where to send it. Please read the form carefully. Answer all questions and send all required information to the address on the form.

If a claim form has not been received within 15 days after the Written Notice of claim has been mailed, proof of loss can be filed without the claim form by providing us details of the claim In Writing, including the occurrence, and the character and the extent of the loss for which claim is made. Details should include the list of Covered Services for which benefits are being claimed; the names and addresses of the Insured's Licensed Health Care Practitioner(s); the places the Insured stayed; the Insured's diagnosis; and the periods for which benefits are being claimed. This notification must be sent to Us within the time period stated in the next paragraph.

We must receive proof of loss In Writing within 90 days after the end of each month for which benefits may be paid. We will not reduce or deny a claim for being late if proof of loss is filed as soon as reasonably possible. Unless You are not legally capable, the required proof of loss must always be given to Us no later than 1 year after the time specified.

### **Payment of Claims**

We will pay the benefits provided by this rider to You. Upon Your Written Request, We may pay benefits elsewhere. This request should be submitted no later than the time the proof of loss is filed. Upon receipt of proof of loss In Writing acceptable to Us, any benefits due will be paid:

- a. monthly, when the loss is expected to result in on-going benefits; or
- b. immediately, or upon termination of Our liability, when the loss is not expected to continue.

In any calendar month in which benefits under this rider are being paid, We will send You a monthly statement showing the amount of benefits paid, the change, if any, to the policy's Death Benefit and Cash Value caused by the benefit payment, and the remaining CBR Benefit Limit.

### **Physical Examinations**

We reserve the right to verify that all of the criteria for eligibility for benefits have been satisfied. Verification may include a review of the medical facts to determine the extent of the Insured's condition or an examination by a physician of Our choice to verify that the Insured does meet the criteria for benefits. Such examination would be performed at Our expense.

We will ask the Licensed Health Care Practitioner who provided the initial assessment and certification to provide a current written assessment and a recertification of the Insured's condition at least once every 12 months. The review, recertification, and any physical examination will be requested solely for the purpose of determining whether the Insured's condition and treatment qualify for benefits under the terms of this rider.

### **Claim Review and Appeal**

We will inform you In Writing if a claim or any part of a claim is denied. The claim will be evaluated based on this rider and the information provided. If You do not agree with a claim decision, You may request a review. This request must be In Writing and include any information that may support the claim. No special form is needed. The Written Request should be sent to Our Service Office within 3 years after the time the proof of loss was filed. Within 30 days after receiving Your Written Request, We will give You or Your legal representative Written Notice of the results of Our review with Our reasons stated clearly. If You are unable to participate in this review procedure, Your legal representative may act on Your behalf.

### **Legal Actions**

You cannot sue or bring legal action before 60 days after You have given us proof of loss In Writing as required by this rider. You cannot sue after the greater of:

- a. the expiration of the applicable statute of limitations for the jurisdiction in which this rider is delivered; or
- b. 3 years from the time proof of loss is required to be given In Writing.

## **GENERAL RIDER INFORMATION**

### **Termination of Rider**

This rider terminates upon the earliest of:

- a. the date We receive Your Written Request to return the policy or this rider under the 30 Day Right To Return provision;
- b. the date We receive Your Written Request to terminate this rider;
- c. the date We receive Your Written Request to surrender the policy;
- d. the date the policy Lapses; or
- e. the date the Insured dies.

### **Reinstatement of Rider**

If the policy to which this rider is attached is reinstated, then this rider may also be reinstated according to the terms and conditions of the policy's Reinstatement provision if this rider was In Force at the time of Lapse. The reinstatement of this rider will be subject to satisfactory evidence of insurability. After reinstatement, this rider will only provide benefits for Covered Services which begin on or after the date of reinstatement, subject to the terms and conditions of this rider.

If, however, the Insured was Chronically Ill when this rider Lapsed, You may request In Writing to reinstate the policy and this rider within 5 months after the date of Lapse, regardless of the Attained Age of the Insured on the date of Lapse. In lieu of submitting evidence of insurability, You may reinstate the policy and this rider by submitting a statement In Writing from the Licensed Health Care Practitioner certifying that the Insured was Chronically Ill on the date of Lapse. After reinstatement, this rider will provide benefits for Covered Services as if the rider had never Lapsed, subject to the terms and conditions of this rider.

**Misstatement of Age**

If the Insured's Age has been misstated, rider benefits will be those that the most recent monthly rider charge and monthly inflation charge, if applicable, would have purchased at the correct Age. If coverage would not have been issued, We will refund all rider and inflation charges paid for this rider.

**Representations**

In the absence of fraud, any statement made by You or by the Insured in the application for this rider will be deemed to be a representation and not a warranty. Such statement may not be used in defense of a claim, unless it is contained in a signed, written application for this rider.

**Incontestability**

A misstatement by You or by the Insured in any application for the policy or this rider may be used to void or cancel this rider. For a rider that has been In Force for less than 6 months, We may take this action only if the misstatement was material to the issuance of this rider. For a rider that has been In Force for at least 6 months but less than 24 months, We may take this action only if the misstatement was material to both the issuance of this rider and the claim for which benefits are being sought. After this rider has been In Force for 24 months, We can take this action only if We can show that the Insured knowingly and intentionally misrepresented relevant facts relating to his or her health. No benefits will be paid under this rider if it is voided or cancelled.

**Pre-existing Conditions Not Excluded**

We will not deny benefits for Pre-Existing Conditions. This provision does not preclude Us from exercising other remedies available under this rider because of misrepresentation.

**Conformity With State and Federal Statutes**

If any provision of this rider is in conflict with the statutes of the jurisdiction in which the policy is delivered or with the Federal statutes which pertain to Qualified Long-Term Care Insurance contracts, such rider provision is automatically amended to meet the minimum requirements of the state or Federal statute.

**The Lincoln National Life Insurance Company**



President

# The Lincoln National Life Insurance Company

## Extension of Benefits Rider

This Extension of Benefits Rider ("EOBR") is made part of the policy to which it is attached and becomes effective as of the Policy Date. Except as stated below, this rider is subject to all the terms and conditions of the policy and the Convalescent Care Benefits Rider.

We agree to provide the benefits described in this rider for Qualified Long-Term Care Services in accordance with all the terms and conditions of this rider. READ THIS RIDER CAREFULLY.

This rider extends the benefits provided by the Convalescent Care Benefits Rider. The benefits of this rider become effective after payments for Covered Services under the Convalescent Care Benefits Rider have reached the CCBR Benefit Limit.

### NOTICE OF 30 DAY RIGHT TO RETURN THIS RIDER

You may return this rider for any reason to the insurance agent through whom it was purchased or to Us at the Service Office address shown on the cover of Your policy within 30 days after You receive it. If returned, this rider will be considered void from the beginning and We will refund all charges paid for this rider.

### TAXATION

This rider is intended to be a Qualified Long-Term Care Insurance contract under Section 7702B(b) of the Internal Revenue Code.

### CAUTION

We issued this rider based on Your and the Insured's answers to the questions on Your application. A copy of Your application is enclosed. If any answers are incorrect or untrue, We may deny benefits or rescind this rider. The best time to clear up any questions is now, before a claim arises! If, for any reason, any of Your or the Insured's answers are incorrect, contact Us at the Service Office address shown on the cover of Your policy.

### NOTICE TO OWNER

This rider may not cover all of the costs associated with long-term care incurred by the Insured during the period of coverage. Carefully review all policy and rider limitations.

### Who is Covered

This rider covers the Insured named on the policy schedule. It does not cover any other person.

### Renewability

This rider is non-cancelable. Unless You request to terminate this rider, the rider will remain In Force for as long as the policy and Convalescent Care Benefits Rider remain In Force. We cannot change any of the terms of this rider on Our own and cannot increase the monthly rider charge.

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SPECIMEN

## DEFINITIONS

### **EOBR Base Benefit Limit**

At issue, the EOBR Base Benefit Limit is equal to (1) multiplied by (2), divided by (3), where:

- (1) is the CCBR Benefit Limit shown on the policy schedule;
- (2) is the EOBR Duration; and
- (3) is the CCBR Duration.

The EOBR Base Benefit Limit may change as provided in this rider. The EOBR Base Benefit Limit is used to calculate the monthly rider charge, the EOBR Benefit Limit, and the EOBR Base Maximum Monthly Benefit. If Optional Inflation Protection is elected, the EOBR Base Benefit Limit is also used to calculate the monthly inflation charge and the EOBR Inflation Benefit Limit.

### **EOBR Base Maximum Monthly Benefit**

An amount equal to the EOBR Base Benefit Limit divided by the number of months in the EOBR Duration. The EOBR Base Maximum Monthly Benefit may change as provided in this rider.

### **EOBR Benefit Limit**

The maximum benefit amount available under this rider to reimburse the costs incurred by the Insured for Covered Services. The EOBR Benefit Limit equals the EOBR Base Benefit Limit plus the EOBR Inflation Benefit Limit, if any. The EOBR Benefit Limit as of the Policy Date is shown on the policy schedule, and may change as provided in this rider.

### **EOBR Duration**

The period of coverage under this rider. The EOBR Duration was selected on the application for this rider, and is shown on the policy schedule.

### **EOBR Inflation Benefit Limit**

The amount of any additional EOBR Benefit Limit generated by Optional Inflation Protection, if elected, as described in the Optional Inflation Protection provision.

### **EOBR Inflation Maximum Monthly Benefit**

The amount of any additional monthly EOBR benefit generated by Optional Inflation Protection, if elected. The EOBR Inflation Maximum Monthly Benefit is equal to the EOBR Inflation Benefit Limit divided by the number of months in the EOBR Duration.

### **Maximum Monthly EOBR Benefit**

The maximum amount that We will pay each month to reimburse the costs incurred by the Insured for Covered Services under this rider. The Maximum Monthly EOBR Benefit equals the EOBR Base Maximum Monthly Benefit plus the EOBR Inflation Maximum Monthly Benefit, if any. The Maximum Monthly EOBR Benefit as of the Policy Date is shown on the policy schedule, and may change as provided in this rider.

## RIDER CHARGES

### **Monthly Rider Charge**

We will deduct a charge for this rider from the Gross Cash Value of the policy on each Monthly Anniversary Day beginning with the Policy Date until the earlier of:

- a. the Insured's Age 95; or

- b. the Monthly Anniversary Day preceding the date the policy's Cash Value has been reduced to less than the monthly deduction as a result of payments for Covered Services under the Convalescent Care Benefits Rider, provided no loans or withdrawals have been made against the policy to which this rider is attached.

The monthly rider charge as of the Policy Date is shown on the policy schedule. The monthly rider charge at issue is calculated based on the Insured's Age as shown on the policy schedule, the CCBR Duration selected, the EOBR Duration selected, and the CCBR Base Benefit Limit.

Any decrease in the CCBR Base Benefit Limit caused by withdrawals or Indebtedness will reduce the monthly rider charge proportionately. Any increase in the CCBR Base Benefit Limit caused by a repayment of the loan or loan interest will increase the monthly rider charge proportionately.

### **Monthly Inflation Charge**

If Optional Inflation Protection is elected, We will deduct an inflation charge from the Gross Cash Value of the policy on each Monthly Anniversary Day beginning with the Policy Date until the earlier of:

- a. the Insured's Age 95; or
- b. the Monthly Anniversary Day preceding the date the policy's Cash Value has been reduced to less than the monthly deduction solely as a result of payments for Covered Services under the Convalescent Care Benefits Rider.

The monthly inflation charge as of the Policy Date is shown on the policy schedule. The monthly inflation charge at issue is calculated based on the Insured's Age as shown on the policy schedule, the CCBR Duration selected, the EOBR Duration selected, the CCBR Base Benefit Limit, and the Optional Inflation Protection option selected.

Any decrease in the CCBR Base Benefit Limit caused by withdrawals or Indebtedness will reduce the monthly inflation charge proportionately. Any increase in the CCBR Base Benefit Limit caused by a repayment of the loan or loan interest will increase the monthly inflation charge proportionately.

## **ELIGIBILITY FOR THE PAYMENT OF BENEFITS**

### **Benefit Conditions**

The benefit conditions for the Convalescent Care Benefits Rider apply to this rider except that the following additional conditions must also be satisfied before benefits are payable under this rider:

- a. Payments for Covered Services under the Convalescent Care Benefits Rider must have reached the CCBR Benefit Limit.
- b. The total benefits paid to date under the Extension of Benefits Rider must not have reached the EOBR Benefit Limit.

Benefits will be paid under this rider for as long as:

- a. the benefit conditions of this rider are met; and
- b. this rider remains In Force.

## GENERAL EXCLUSIONS AND LIMITATIONS

The general exclusions and limitations for the Convalescent Care Benefits Rider apply to this rider except that **no benefits are payable under this rider for any Covered Service, confinement or care received outside the United States.**

### LONG-TERM CARE BENEFITS

#### Benefits Available

We will pay an amount not to exceed the Maximum Monthly EOBR Benefit each calendar month until the end of the EOBR Duration to reimburse costs incurred by the Insured for any Covered Service or combination of Covered Services, subject to the terms and conditions of this rider. Any amounts paid in a calendar month for any Covered Service or combination of Covered Services will reduce that month's available Maximum Monthly EOBR Benefit and the remaining EOBR Benefit Limit. Benefits under this rider while this rider is In Force will continue beyond the EOBR Duration shown on the policy schedule as long as the remaining EOBR Benefit Limit is greater than zero.

#### Benefit Payments

When making a payment for Covered Services under this rider, We will first pay an amount up to the EOBR Base Maximum Monthly Benefit or the remaining EOBR Base Benefit Limit, whichever is less. If the claim is for an amount greater than the EOBR Base Maximum Monthly Benefit or remaining EOBR Base Benefit Limit, and if Optional Inflation Protection is elected, We will pay an amount up to the EOBR Inflation Maximum Monthly Benefit or the remaining EOBR Inflation Benefit Limit, whichever is less.

#### Impact of Withdrawals, Indebtedness or Repayments

Withdrawals or Indebtedness will reduce the EOBR Base Benefit Limit. Any reduction in the EOBR Base Benefit Limit will reduce the EOBR Base Maximum Monthly Benefit proportionately.

Any repayment of the loan or loan interest will increase the EOBR Base Benefit Limit. Any increase in the EOBR Base Benefit Limit will increase the EOBR Base Maximum Monthly Benefit proportionately.

#### Optional Inflation Protection

The Optional Inflation Protection option, if any, in effect for this rider is shown on the policy schedule. Unless you have rejected Optional Inflation Protection on the application for this rider, We will recalculate the EOBR Inflation Benefit Limit based on the Optional Inflation Protection option selected:

- a. on each Policy Anniversary; and
- b. any time you make a policy loan, withdrawal, or repayment of the loan or loan interest.

Any increase in the EOBR Inflation Benefit Limit will increase the EOBR Inflation Maximum Monthly Benefit proportionately. Any decrease in the EOBR Inflation Benefit Limit will decrease the EOBR Inflation Maximum Monthly Benefit proportionately.

#### Benefits After Lapse

If the policy and this rider Lapse while the Insured is confined to a Nursing Home or Assisted Living Facility and the Insured is receiving benefits for those services under the Convalescent Care Benefits Rider, We will continue to reimburse expenses incurred for Nursing Home Care Services or Assisted Living Facility Services, as applicable, subject to the terms and conditions of this rider and the limitations outlined below until the earlier of the following:

- a. the date the Insured is discharged from the Nursing Home or Assisted Living Facility, as applicable; or
- b. the date the EOBR Benefit Limit is reached. The EOBR Benefit Limit under this provision will equal the EOBR Benefit Limit in effect as of the date of Lapse, and will not change.

The following conditions must be met for benefits under this provision to become effective:

- a. Payments for Nursing Home Care Services or Assisted Living Facility Services under the Convalescent Care Benefits Rider's Benefits After Lapse provision must have reached that provision's CCBR Benefit Limit; and
- b. the Insured's confinement to a Nursing Home or Assisted Living Facility must continue without interruption after the date of Lapse.

Benefits are not payable under this provision if at any point in time You have made a loan against or withdrawal from the policy to which this rider is attached. No Death Benefit is payable under the policy if expenses for Covered Services have been reimbursed under this provision or under the Convalescent Care Benefits Rider's Benefits After Lapse provision.

## GENERAL RIDER INFORMATION

### Termination of Rider

This rider terminates upon the earliest of:

- a. the date We receive Your Written Request to return this rider, the policy, or the Convalescent Care Benefits Rider under the 30 Day Right To Return provision;
- b. the date We receive Your Written Request to terminate this rider or the Convalescent Care Benefits Rider;
- c. the date We receive Your Written Request to surrender the policy;
- d. the date the policy Lapses;
- e. the date the Insured dies; or
- f. the date the EOBR Benefit Limit is reached.

### Reinstatement of Rider

If the policy to which this rider is attached and the Convalescent Care Benefits Rider are reinstated, then this rider may also be reinstated according to the terms and conditions of the policy's Reinstatement provision if this rider was In Force at the time of Lapse. The reinstatement of this rider will be subject to satisfactory evidence of insurability. After reinstatement, this rider will only provide benefits for Covered Services which begin on or after the date of reinstatement, subject to the terms and conditions of this rider.

If, however, the Insured was Chronically Ill when this rider Lapsed, You may request In Writing to reinstate the policy and this rider within 5 months after the date of Lapse, regardless of the Attained Age of the Insured on the date of Lapse. In lieu of submitting evidence of insurability, You may reinstate the policy and this rider by submitting a statement In Writing from the Licensed Health Care Practitioner certifying that the Insured was Chronically Ill on the date of Lapse. After reinstatement, this rider will provide benefits for Covered Services as if the rider had never Lapsed, subject to the terms and conditions of this rider.

### **Misstatement of Age**

If the Insured's Age has been misstated, rider benefits will be those that the most recent monthly rider charge and monthly inflation charge, if applicable, would have purchased at the correct Age. If coverage would not have been issued, We will refund all rider and inflation charges paid for this rider.

### **Representations**

In the absence of fraud, any statement made by You or by the Insured in the application for this rider will be deemed to be a representation and not a warranty. Such statement may not be used in defense of a claim, unless it is contained in a signed, written application for this rider.

### **Incontestability**

A misstatement by You or by the Insured in any application for the policy or this rider may be used to void or cancel this rider. For a rider that has been In Force for less than 6 months, We may take this action only if the misstatement was material to the issuance of this rider. For a rider that has been In Force for at least 6 months but less than 24 months, We may take this action only if the misstatement was material to both the issuance of this rider and the claim for which benefits are being sought. After this rider has been In Force for 24 months, We can take this action only if We can show that the Insured knowingly and intentionally misrepresented relevant facts relating to his or her health. No benefits will be paid under this rider if it is voided or cancelled.

### **Conformity With State and Federal Statutes**

If any provision of this rider is in conflict with the statutes of the jurisdiction in which the policy is delivered or with the Federal statutes which pertain to Qualified Long-Term Care Insurance contracts, such rider provision is automatically amended to meet the minimum requirements of the state or Federal statute.

**The Lincoln National Life Insurance Company**



President

# The Lincoln National Life Insurance Company

## Nonforfeiture Benefit Rider

This rider is made part of the policy to which it is attached and becomes effective as of the Policy Date. Except as stated below, this rider is subject to all the terms and conditions of the policy, the Convalescent Care Benefits Rider and the Extension of Benefits Rider ("EOBR").

### Nonforfeiture Benefit

After the policy and the EOBR have been In Force for 3 Policy Years and subject to the limitations outlined below, this rider will cover eligible claims for Covered Services up to the Nonforfeiture Benefit Limit described below which begin at any time after the policy and the EOBR have Lapsed.

The Nonforfeiture Benefit under this rider becomes effective after all benefits available under the Convalescent Care Benefits Rider and under the Extension of Benefits Rider have been paid.

This Nonforfeiture Benefit will continue as paid-up long-term care coverage until the earlier of:

- a. the death of the Insured; or
- b. the date the Nonforfeiture Benefit Limit described below has been reached.

### Nonforfeiture Benefit Limit

The Nonforfeiture Benefit Limit under this rider will be an amount equal to the greater of:

- a. one month's Maximum Monthly EOBR Benefit in effect as of the date the EOBR Lapses; or
- b. an amount equal to the sum of all rider charges and inflation charges, if any, paid for the EOBR, plus the sum of all charges paid for this rider, less any Indebtedness and withdrawals.

The Nonforfeiture Benefit Limit is not subject to inflation protection increases.

The sum of any benefits paid while the EOBR is In Force, plus any benefits paid under the EOBR's Benefits After Lapse provision, plus any benefits paid under this rider will not exceed the maximum benefits which were available under the EOBR at the time of Lapse.

### Maximum Monthly Nonforfeiture Benefit

The maximum monthly benefit payable under this rider will be an amount equal to the Maximum Monthly EOBR Benefit in effect as of the date the EOBR Lapses, and will not change. The Maximum Monthly Nonforfeiture Benefit is not subject to inflation protection increases.

### Monthly Rider Charge

There is a monthly rider charge for this rider. The rider charge as of the Policy Date is shown on the policy schedule. We will deduct the monthly rider charge from the Gross Cash Value of the policy on each Monthly Anniversary Day beginning with the Policy Date until the earlier of:

- a. the Insured's Attained Age 95; or
- b. the Monthly Anniversary Day preceding the date the policy's Cash Value has been reduced to less than the required monthly deduction solely as a result of payments for Covered Services under the Convalescent Care Benefits Rider.

Any decrease in the EOBR Benefit Limit caused by withdrawals or Indebtedness will reduce the monthly rider charge proportionately. Any increase in the EOBR Benefit Limit caused by a repayment of the loan or loan interest will increase the monthly rider charge proportionately.

**Termination of Rider**

This rider and all rights under it terminate automatically upon the earliest of:

- a. the death of the Insured;
- b. the date the Nonforfeiture Benefit Limit is reached;
- c. the date We receive Your Written Request to terminate this rider; or
- d. the date the EOBR terminates for any reason.

If the policy and the Extension of Benefits Rider Lapse and are reinstated, this rider will likewise be reinstated if this rider was In Force at the time of Lapse.

SPECIMEN

**The Lincoln National Life Insurance Company**



President



## The Lincoln National Life Insurance Company

(the "Company")  
A Stock Company

Service Office: One Granite Place  
PO Box 515  
Concord, NH 03302-0515  
800 962-1654

When writing the Service Office please give the policy number, the Insured's full name and Your address.

### Important Information

This policy is a valuable asset. Read it carefully and file it with Your other valuable papers.

If You need any of the following services, contact Your Lincoln National Life Insurance Company Agent or Our Service Office at 800 962-1654.

1. Information about this policy.
2. Preparation of claims papers, or other notices, elections or requests.
3. Examination of any proposal that You lapse or surrender this policy – this is for Your own protection.
4. Additional life insurance service.

### FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY

Proceeds payable at the death of the Insured. Flexible Premiums payable to the Insured's Attained Age 95. Non-participating – No Dividends.

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