

NOT

## AMENDMENT

to be attached to and made a part of  
the Certificate for Group Plan No. SA3-850-291868-01  
issued by

LINCOLN LIFE ASSURANCE COMPANY OF BOSTON  
(Lincoln)

to

Charlotte County Public Schools  
(Sponsor)

Effective date of this Amendment: January 1, 2020

The attached pages reflect the following revisions: Changed the Dependent Spouse Optional Life Insurance Benefits Non-Medical Maximum under Evidence of Insurability Requirements in Section 1.

Charlotte County Public Schools  
January 1, 2017



DISCLAIMER

Sponsor: Charlotte County Public Schools

Policy Number(s): SA3-850-291868-01

Date Provided: December 23, 2019

The following certificate(s) are a true copy of the certificate(s) issued under the policy(ies).

LINCOLN LIFE ASSURANCE COMPANY OF BOSTON

Charlotte County Public Schools





## TABLE OF CONTENTS

|                |                                 |
|----------------|---------------------------------|
| SECTION 1..... | SCHEDULE OF BENEFITS            |
| SECTION 2..... | DEFINITIONS                     |
| SECTION 3..... | ELIGIBILITY AND EFFECTIVE DATES |
| SECTION 4..... | INSURANCE BENEFITS              |
| SECTION 5..... | EXCLUSIONS                      |
| SECTION 6..... | TERMINATION PROVISIONS          |
| SECTION 7..... | GENERAL PROVISIONS              |

## SECTION 1 - SCHEDULE OF BENEFITS

### ELIGIBILITY REQUIREMENTS FOR INSURANCE BENEFITS

What is the Minimum Hourly Requirement?

Employees working a minimum of 20 regularly scheduled hours per week

What is the Cj 21 0 Td (n) TjB

SECTION 1 - SCHEDULE OF BENEFITS  
(Continued)

LIFE INSURANCE

What is the Amount of Insurance Benefit?

Employee Basic Life Insurance

\$50,000.00

Employee Optional Life Insurance

An amount in increments of \$10,000.00. This amount may not exceed the lesser of 5 times Annual Earnings or \$200,000.00.

Dependent Optional Life Insurance:

SPOUSE

Spouse:

Increments of \$5,000.00 to a maximum benefit of \$100,000.00 or 50.00% of the Covered Employee's elected amount, whichever is lesser. The minimum amount is \$5,000.00

CHILD

Children (Age at Death):

Live birth, but under 26 years.

Increments of \$5,000.00 to a maximum benefit of \$25,000.00. The minimum amount is \$5,000.00

Note: The amount of Dependent Life Insurance may not exceed 50.00% of the amount of Employee Life Insurance in force on you.

SECTION 1 - SCHEDULE OF BENEFITS  
(Continued)

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

What is the Full A

SECTION 1 - SCHEDULE OF BENEFITS  
(Continued)

ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

What is the Employee and Dependent Spouse Seat Belt Benefit?

Maximum Benefit Amount

## What is the Reduction Formula?

### Applicable to Basic Insurance:

The amount of Life and Accidental Death and Dismemberment Insurance applicable to the Covered Person's class of benefits will reduce at age 65 or older as follows:

|               |           |
|---------------|-----------|
| ages 65 - 69: | to 67.00% |
| ages 70 - 74: | to 50.00% |
| ages 75 & up: | to 35.00% |

### Applicable to Optional Insurance:

The amount of Life and Accidental Death and Dismemberment Insurance applicable to the Covered Person's class of benefits will reduce at age 65 or older as follows:

|               |           |
|---------------|-----------|
| ages 65 - 69: | to 67.00% |
| ages 70 - 74: | to 50.00% |
| ages 75 & up: | to 35.00% |

**SECTION 1 - SCHEDULE OF BENEFITS**  
(Continued)

What are the Evidence of Insurability Requirements?

Non-Medical Maximum:

|                                            |              |
|--------------------------------------------|--------------|
| Employee Optional Life Insurance Benefits: | \$100,000.00 |
|--------------------------------------------|--------------|

|                                                    |             |
|----------------------------------------------------|-------------|
| Dependent Spouse Optional Life Insurance Benefits: | \$50,000.00 |
|----------------------------------------------------|-------------|

Any amounts of insurance in excess of the amount shown above that are due solely to salary increases are not subject to Evidence of Insurability.

Annual Enrollment:

|                                            |                                                                                            |
|--------------------------------------------|--------------------------------------------------------------------------------------------|
| Employee Optional Life Insurance Benefits: | Any increases above the current benefit level will be subject to Evidence of Insurability. |
|--------------------------------------------|--------------------------------------------------------------------------------------------|

Any increases elected during Annual Enrollment will be subject to Evidence of Insurability if an Employee has previously been denied coverage. The Non-Medical Maximum will apply to any changes made during the Annual Enrollment Period.

|                                           |                                                                                            |
|-------------------------------------------|--------------------------------------------------------------------------------------------|
| Dependent Spouse Optional Life Insurance: | Any increases above the current benefit level will be subject to Evidence of Insurability. |
|-------------------------------------------|--------------------------------------------------------------------------------------------|

Family Status Change:

|                                            |                                                                                            |
|--------------------------------------------|--------------------------------------------------------------------------------------------|
| Employee Optional Life Insurance Benefits: | Any increases above the current benefit level will be subject to Evidence of Insurability. |
|--------------------------------------------|--------------------------------------------------------------------------------------------|

Any increases elected due to a Family Status Change will be subject to Evidence of Insurability if an Employee has previously been denied coverage. The Non-Medical Maximum will apply to any changes made due to a Family Status Change.

|                                           |                                                                                            |
|-------------------------------------------|--------------------------------------------------------------------------------------------|
| Dependent Spouse Optional Life Insurance: | Any increases above the current benefit level will be subject to Evidence of Insurability. |
|-------------------------------------------|--------------------------------------------------------------------------------------------|

## SECTION 2 - DEFINITIONS

In this section Lincoln defines some basic terms needed to understand this plan. The male pronoun whenever used in this policy includes the female.

"Active Employment" means you must be actively at work for the Sponsor:

1. on a full-time basis and paid regular earnings;
2. for at least the minimum number of hours shown in the Schedule of Benefits; and either perform such work:
  - a. at the Sponsor's usual place of business; or
  - b. at a location to which the Sponsor's business requires you to travel.

You will be consider

## SECTION 2 - DEFINITIONS

(Continued)

"Confined" means confinement in a hospital, skilled nursing facility or rehabilitation facility.

"Covered Dependent" means a Dependent whose coverage is in effect. It does not include a Dependent whose coverage has ended.

"Covered Employee" means a person in Active Employment insured under this policy.

"Covered Person" means an Employee in Active Employment or a Dependent insured under this policy.

"Dependent" means:

1. your lawful spouse, including a legally separated spouse and
2. your unmarried children, who meet the age requirements shown in the Schedule of Benefits.

Children include your own natural offspring, lawfully adopted children, and full-time students as defined by the school being attended. A child will be considered adopted on the date of placement in your home.

They also include children who, on and after the date on which insurance would otherwise end because of the children's age, are Continuously Disabled.

With respect to a child who is disabled, the child must be under the age of 18 on the date of the child's disability and must be dependent on you for support.

## SECTION 2 - DEFINITIONS

## SECTION 2 - DEFINITIONS

(Continued)

"Family and Medical Leave" means a leave of absence for the birth, adoption or foster care of a child, or for the care of your child, spouse or parent or for your own serious health condition as those terms are defined by the Federal Family and Medical Leave Act of 1993 (FMLA) and any amendments, or by applicable state law.

"Family Status Change" means any one of the following events that may occur:

1. your marriage or divorce;
2. the birth of a child to you;
3. the adoption of a child by you;
4. the death of your spouse or child;
5. the commencement or termination of employment of your spouse;
6. the change from part-time employment to full-time employment by you or your spouse;
7. the change from full-time employment to part-time employment by you or your spouse;
8. the taking of unpaid leave of absence by you or your spouse.

## SECTION 2 - DEFINITIONS

(Continued)

"Initial Enro

## SECTION 2 - DEFINITIONS

(Continued)

"Proof" means the evidence in support of a claim for benefits and includes, but is not limited to, the following:

1. a claim form completed and signed (or otherwise formally submitted) by you or your beneficiary claiming benefits;
2. an attending Physician's statement completed and signed (or otherwise formally submitted) by the Covered Person's attending Physician; and
3. the provision by the attending Physician of standard diagnosis, chart notes, lab findings, test results, x-rays and/or other forms of objective medical evidence in support of a claim for benefits;
4. a certified copy of a death certificate.

Proof must be submitted in a form or format satisfactory to Lincoln.

"Schedule of Benefits" means the section of this plan which shows, among other things, the Eligibility Requirements, Eligibility Waiting Period, and Amount of Insurance Benefit.

"Sickness" means disease or illness including related conditions and recurrent symptoms of the sickness. Sickness also includes pregnancy.

"Sponsor" means the entity to whom this plan is issued.

### SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

What are the Eligibility Requirements for Employee and Dependent Insurance Benefits?

The eligibility requirements for insurance benefits are shown in the Schedule of Benefits.

What is your Eligibility Date for Insurance Benefits?

Employee Coverage:

If you are in an eligible class you will qualify for insurance on the later of:

1. this plan's effecti

## SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

(Continued)

### What Happens when you Experience a Family Status Change?

When you experience a Family Status Change, you may keep your coverage at the same level or make any one of the following changes in coverage, subject to any Evidence of Insurability Requirements as shown in the Schedule of Benefits:

1. decrease your coverage;
2. increase your coverage including enrolling for the first time.

You must apply for the change in coverage within 31 days of the date of the Family Status Change. Such changes in coverage must be due to or consistent with the reason that the change in coverage was permitted. A change in coverage is consistent with a Family Status Change only if it is necessary or appropriate as the result of the Family Status Change.

### What is Your Effective Date for Insurance?

Insurance will be effective at 12:01 A.M. Standard Time in the governing jurisdiction on the day determined as follows, but only if your application or enrollment for insurance is made with Lincoln through the Sponsor in a form or format satisfactory to Lincoln.

#### Employee Coverage:

1. For non-contributory coverage not subject to Evidence of Insurability, you will be insured on your Eligibility Date.
2. For non-contributory coverage subject to Evidence of Insurability, you will be insured on the later of the date Lincoln gives approval or your Eligibility Date.
3. For contributory coverage not subject to Evidence of Insurability, you will be insured on the later of the date you make application or your Eligibility Date, provided you make application no later than 31 days after your Eligibility Date.
4. For contributory coverage subject to Evidence of Insurability, you will be insured on the later of the date Lincoln gives approval or your Eligibility Date, provided you make application no later than 31 days after your Eligibility Date.

Evidence of Insurability will be at your Expense.

## SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

(Continued)

What is Your Effective Date of Insurance? (Continued)

Dependent Coverage:

1. For contributory coverage not subject to Evidence of Insurability, your Dependent will be insured on the later of the date you make application or your Eligibility Date, provided you make application no later than 31 days after your Eligibility Date.
2. For contributory coverage subject to Evidence of Insurability, your Dependent will be insured on the later of the date Lincoln gives approval or your Eligibility Date, provided you make application no later than 31 days after your Eligibility Date.

Evidence of Insurability will be at your Expense.

Increases or Decreases:

Any increase in or addition to coverage will take effect on the date of the change.

Any decrease in or deletion of coverage will take effect on the date of the change.

Any such change applies to loss of life or accidental Injury that occurs on or after the effective date of the change.

When will Your Effective Date for Employee Insurance be Delayed?

The effective date of any initial, increased or additional insurance will be delayed for an individual if you are not in Active Employment because of Injury or Sickness. The initial, increased or additional insurance will begin on the date the individual returns to Active Employment.

When will Your Effective Date for Dependent Insurance be Delayed?

If a Covered Dependent is Confined on the date the increase or addition is to take effect, it will take effect when the confinement ends.

### SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES (Continued)

What Happens to Your Coverage During a Family and Medical Leave?

Your coverage may be continued under this plan for an approved family or medical leave of abs



## SECTION 4 - INSURANCE BENEFITS

(Continued)

### EMPLOYEE LIFE INSURANCE (Continued)

#### Accelerated Death Benefit

What is the Accelerated Death Benefit?

Note: The receipt of an Accelerated Death Benefit may be taxable. You should consult your tax consultant or legal advisor before applying for an Accelerated Death Benefit.

If, while insured under this plan, you give Lincoln satisfactory Proof of having a Termin

## SECTION 4 - INSURANCE BENEFITS (Continued)

### EMPLOYEE LIFE INSURANCE COVERAGE (Continued)

#### Accelerated Death Benefit (Continued)

#### When Must you Apply for an Accelerated Death Benefit? (Continued)

During the pendency of a claim, Lincoln may, at its own expense, have a Physician examine you.

If you have assigned all or a portion of the Life Insurance under this policy or named an irrevocable beneficiary, you must also give Lincoln a signed written consent form from the assignee or irrevocable beneficiary.

The Accelerated Death Benefit will be payable upon receipt of satisfactory Proof of a Terminal Condition; and signed written consent from an assignee or irrevocable beneficiary, if required.

With respect to this provision "Terminal Condition" means a condition:

1. which is expected to result in your death within 12 months; and
2. from which there is no reasonable prospect of recovery.

#### What is the Effect on Insurance?

The amount of your Life Insurance will be reduced by the amount paid as an Accelerated Death Benefit. Premiums, if any, for the remaining portion of your Life Insurance will be based on the amount of the remaining Life Insurance in effect after payment of the Accelerated Death Benefit. All other terms and provisions of this policy will apply to the remaining portion. Receipt of an Accelerated Death Benefit does not affect any Accidental Death or Dismemberment insurance benefit in force on your life.

#### Exceptions

No Accelerated Death Benefit will be paid if:

1. you are required by a court of law to exercise this option to satisfy a claim of creditors, whether or not in bankruptcy or otherwise;
2. you are required by a governmental agency to exercise this option to satisfy a claim of creditors, whether or not in bankruptcy or otherwise.



## SECTION 4 - INSURANCE BENEFITS (Continued)

### ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

#### Benefits

#### When is Your Accidental Death and Dismemberment Insurance Benefit Payable?

Accidental Death and Dismemberment benefits are payable when you or your Covered Dependent suffers a loss solely as the result of accidental Injury that occurs while covered. The loss must occur within 365 days after the date of the accident. The benefit payable is called the Full Amount. It is shown in the Schedule of Benefits.

| Loss Schedule:                          | Benefit Payable:        |
|-----------------------------------------|-------------------------|
| Life                                    | Full Amount             |
| Both Hands or Both Feet                 | Full Amount             |
| Sight of Both Eyes                      | Full Amount             |
| One Hand and One Foot                   | Full Amount             |
| One Hand and Sight of One Eye           | Full Amount             |
| One Foot and Sight of One Eye           | Full Amount             |
| Speech and Hearing in Both Ears         | Full Amount             |
| One Hand or One Foot                    | One-half Full Amount    |
| Sight of One Eye                        | One-half Full Amount    |
| Speech or Hearing in Both Ears          | One-half Full Amount    |
| Thumb and Index Finger of the Same Hand | One-quarter Full Amount |
| Quadriplegia                            | Full Amount             |
| Paraplegia                              | One-half Full Amount    |
| Hemiplegia                              | One-half Full Amount    |
| Diplegia                                | One-half Full Amount    |
| Monoplegia                              | One-quarter Full Amount |

Payment is made for loss due to each accident without regard to loss resulting from any prior accident. In no event may the total amount payable for all losses due to any one accident exceed the Full Amount.

Loss of hands or feet means complete severance through or above the wrist or ankle joint.

Loss of sight, speech or hearing must be total and irrecoverable.

Loss of thumb and index finger means that all of the thumb and index finger are cut off at or above the joint closest to the wrist. This benefit is not payable if a benefit is payable for the loss of the same entire hand.

Quadriplegia means the total and permanent paralysis of both upper and lower limbs.

Paraplegia means the total and permanent paralysis of both lower limbs.

Hemiplegia means the total and permanent paralysis of the upper and lower limbs on one side of the body.

Diplegia means the total and permanent paralysis of both arms.

Monoplegia means the total and permanent paralysis of one arm or one leg.

**SECTION 4 - INSURANCE BENEFITS**  
(Continued)

**ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

**Benefits**

**When will a Seat Belt Benefit be Payable?**

Lincoln will pay an additional benefit if accidental death was caused by an Automobile accident while the Covered Person was driving or riding in an Automobile and the Covered Person was covered by this policy. The benefit is payable if the Covered Person was wearing a Seat Belt at the time of the accident. The benefit payable is shown in the Schedule of Benefits.

Lincoln must be given satisfactory written Proof that the Covered Person's death resulted from an Automobile accident while wearing a Seat Belt. A copy of the police accident report should be submitted with the claim. If a copy of the police accident report is not available, or if it is unclear that the Covered Person was wearing a Seat Belt, Lincoln will pay 10.00% of the maximum benefit as shown in the Schedule of Benefits.

No benefit will be paid if the Covered Person was the driver of the Automobile and did not hold a current valid driver's license.

**When will an Air Bag Benefit be Payable?**

Lincoln will pay an additional benefit if i



## SECTION 4 - INSURANCE BENEFITS (Continued)

### ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (Continued)

#### Benefits (Continued)

When will a Child Education Benefit be Payable?

Lincoln will pay a one-time benefit to you or your beneficiary on behalf of your Dependent children if you or your Covered Dependent spouse suffers loss of life as a result of an accident provided:

1. the Dependent child meets the definition of Dependent under this plan; and
2. satisfactory proof is furnished to Lincoln that the child is a Dependent child; and
3. on the date of the accident the Dependent child was at the 12th grade level and enrolls as a full-time student in an accredited post-secondary institution of higher learning within 365 days of the Covered Person's death; or
4. the Dependent child continues to be enrolled as a full-time student in an accredited post-secondary institution of higher learning.

The one-time benefit payable is shown in the Schedule of Benefits. A benefit will not be payable beyond the earlier of:

- a. 4 years;
- b. the attainment of a bachelor's degree; or
- c. the attainment of the Dependent maximum age shown in the Schedule of Benefits.

The maximum benefit payable under this provision is shown in the Schedule of Benefits.

## SECTION 4 - INSURANCE BENEFITS (Continued)

### ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (Continued)

#### Benefits (Continued)

When will a Child Care Benefit be Payable?

Lincoln will pay a one-time benefit to you or your beneficiary on behalf of your Dependent children if you or your Covered Dependent spouse suffers loss of life as a result of an accident provided:

1. the Dependent child meets the definition of Dependent under this plan; and
2. proof is furnished to Lincoln that the child is a Dependent child and is age 7 or under; and
3. the Dependent child is enrolled within 365 days of the Covered Person's death or continues to be enrolled in a legally licensed Child Care Program.

Proof of a Dependent child's enrollment in a Child Care Program may be in the form of, but not limited to, the following:

1. a copy of the Dependent child's approved enrollment a

SECTION 4 - INSURANCE BENEFITS  
(Continued)

ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (Continued)

Benefits (Continued)

## SECTION 4 - INSURANCE BENEFITS (Continued)

### ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (Continued)

#### Benefits (Continued)

##### What is the Coma Benefit?

Subject to all terms, conditions, and limitations of the Policy, Lincoln will pay a Coma Benefit if, as a result of an accident, you or your Covered Dependent spouse becomes Comatose.

For the Coma benefit to be payable:

1. you or your Covered Dependent spouse must become comatose within a 31 day period from the date of the accident; and
2. remain Comatose for at least 30 days.

The Coma Benefit payable is:

1. 10.00% of the full Accidental Death and Dismemberment benefit amount up to a maximum of \$5,000.00; and
2. in addition to the Accidental Death and Dismemberment benefit payable under the policy.

The Coma Benefit will be paid to the Covered Person or the designated beneficiary.

For the purposes of this provision, "Coma" or "Comatose" means complete and continuous:

1. unconsciousness; and
2. inability to respond to external or internal stimuli.

Lincoln must be given satisfactory written proof of your or your Covered Dependent spouse's medical condition.

## SECTION 4 - INSURANCE BENEFITS

(Continued)

### ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (Continued)

#### Benefits (Continued)

What is the Felonious Assault Benefit?

Subject to all terms conditions and limitations of the Policy, Lincoln will pay a Felonious Assault Benefit if, as a result of an accident you or your Covered Dependent spouse suffers a loss listed on the Loss Schedule as a result of a Felonious Assault.

For this benefit to be payable:

1. you or your Covered Dependent spouse must be injured as a result of a Felonious Assault occurring on the Sponsor's premises or while at work for the Sponsor; and
2. the Injury results in a loss within the 365 day period that begins on the date of the Felonious Assault.

Lincoln must receive satisfactory written proof of the Covered Person's Felonious Assault incident.

The Felonious Assault Benefit payable is:

1. 50.00% of the full Accidental Death and Dismemberment amount up to a maximum of \$20,000.00; and
2. in addition to the Accidental Death and Dismemberment benefit.

For the purpose of this provision, "Felonious Assault" means a violent or criminal act directed at the Covered Person during the course of:

1. a robbery, kidnapping or criminal assault; or
2. an attempt at robbery, kidnapping or criminal assault.

Such Felonious Assault must not be committed by an Employee of the Sponsor or by your or your Covered Dependent spouse's family member, or by a member of the household in which you or your Covered Dependent spouse lives.

## SECTION 4 - INSURANCE BENEFITS

(Continued)(6)Tj 26 0 Td (m) Tj ETS

## SECTION 4 - INSURANCE BENEFITS

(Continued)

### WAIVER OF PREMIUM FOR TOTAL DISABILITY

If continued Life Insurance coverage under this provision ends or reduces, you may convert your Life Insurance benefit as provided in the Conversion Privilege. Dependent coverage may be converted as allowed within this plan.

If you die within one year from the date you are no longer in Active Employment due to Total Disability, Lincoln will pay the Life Insurance benefit provided satisf

# PORTABLE GROUP TERM LIFE INSURANCE

If your group term life insurance terminates because you are no longer in Active Employment due to retirement as determined by the Sponsor's records, you are eligible to continue all or a part of the amount that ends.

Portable group term life insurance is not available if your coverage ends because this policy terminates, or if any life insurance under this policy will be continued on a waiver of premium basis.

An Injury or Sickness that has a material effect on life expectancy means a condition that, according to generally accepted medical opinion, may contribute to or result in death within the next 5 years. Some examples include cancers and lung diseases.

1. you are under age 65;
2. you are a citizen or legal resident of the United States or Canada; and
3. you are not a full-time member of the armed forces of any country.

amount of portable group term life insurance may be increased annually, subject to Evidence of Insurability and Policy maximums.

#### YOUR PORTABLE GROUP TERM LIFE INSURANCE

The amount of portable group term life insurance you may apply for is subject to the following limits:

1. the maximum amount is equal to the lesser of:
  - a. the amount of insurance that terminated under this policy; or
  - b. \$2,000,000.00.
2. the minimum amount is \$10,000.00.

This amount is subject to any reductions due to age that may be contained in the portable group term life insurance policy.

#### COVERED DEPENDENT SPOUSE PORTABLE GROUP TERM LIFE INSURANCE

The amount of portable group term life insurance a Covered Dependent spouse may apply for is subject to the following limits:

1. the maximum amount is equal to the lesser of:
  - a. the amount of insurance that terminated under this policy; or
  - b. \$250,000.00.
2. the minimum amount is \$10,000.00.

This amount is subject to any reductions due to age that may be contained in the portable group term life insurance policy.

#### COVERED DEPENDENT CHILD PORTABLE GROUP TERM LIFE INSURANCE

You or your Covered Dependent spouse may apply for portable group term life insurance for a Covered Dependent child, subject to the following limits:

1. the maximum amount is equal to the lesser of:
  - a. the amount of insurance that terminated under this policy; or
  - b. \$25,000.00.
2. the minimum amount is \$1,000.00.

This amount is subject to any reductions due to age that may be contained in the portable group term life insurance policy.

## SECTION 5 - EXCLUSIONS

### LIFE INSURANCE EXCLUSIONS

No benefits are payable for any loss for death that results from, is contributed to or caused by:

1. suicide, committed while sane or insane, occurring within 24 months after the Covered Person's initial effective date of insurance with the Sponsor; and
2. suicide, committed while sane or insane, occurring within 24 months after the date any additional insurance elected by the Covered Person becomes effective under this Plan.

The suicide exclusion will apply to any amounts of insurance for which the Covered Person pays all or part of the premium.

The suicide exclusion will also apply to any amount that is subject to Evidence of Insurability Lincoln approved.

## SECTION 5 - EXCLUSIONS (Continued)

### ACCIDENTAL DEATH AND DISMEMBERMENT EXCLUSIONS

No benefits are payable for any loss that is contributed to or caused by:

1. war, declared or undeclared, or any act of war;
2. intentionally self-inflicted injuries, while sane or insane
3. suicide, or suicide attempt, while sane or insane;
4. active Participation in a Riot;
5. committing or attempting to commit a felony or misdemeanor;
6. disease, bodily or mental illness (or medical or surgical treatment thereof);
7. infections, except septic infections of and through a visible wound;
8. controlled substances (as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 and all amendments) that are voluntarily taken, ingested or injected, unless as prescribed or administered by a Physician;
9. serving full-time active duty in the Armed Forces of any country

## SECTION 6 - TERMINATION PROVISIONS

### Termination of a Covered Person's Insurance

A Covered Person will cease to be insured on the earliest of the following dates:

1. the date this policy terminates, but without prejudice to any claim originating prior to the time of termination;
2. the date you are no longer in an eligible class;
3. the date your class is no longer included for insurance;
4. the last day for which any required Employee contribution has been made;
5. the date employment (status as an active Employee) or eligibility ends for any reason; or
6. the date you cease to be in Active Employment due to a labor dispute, including any strike, work slowdown, or lockout.

Lincoln reserves the right to review and terminate all classes insured under this policy if any class(es) cease(s) to be covered.

## SECTION 7 - GENERAL PROVISIONS

### What is the Appeal Process?

Lincoln will notify in writing any Covered Person or beneficiary whose claim is denied in whole or part. That written notice will explain the reasons for denial. If the claimant does not agree with the reasons given, he may request an appeal of the claim. To do so, the claimant should write to Lincoln within 60 days after the notice of denial was received. The claimant should state why he believes the claim was improperly denied. Any data, questions or comments that the claimant thinks are appropriate should be included. Unless Lincoln requests additional material in a timely fashion, the claimant will be advised of Lincoln's decision within 60 days after the letter is received.

### Is Assignment Allowed?

The coverage under this plan is not assignable by the Sponsor without Lincoln's written consent. You may assign all of your present and future right, title, interest, and incidents of ownership of:

1. any Life Insurance;
2. any disability provision of Life Insurance; and
3. any Accidental Death and Dismemberment Insurance under this policy.

Such assignment will include, but is not limited to, the rights:

1. to make any contribution required to keep the plan in force

## SECTION 7 - GENERAL PROVISIONS

(Continued)

What are Lincoln's Examination Rights?

Lincoln, at its own expense, has the right and opportunity to have a Covered Person, whose Injury or Sickness is the basis of a claim, examined or evaluated at reasonable in

SECTI

## SECTION 7 - GENERAL PROVISIONS

(Continued)

What are Lincoln's Rights of Recovery?

Lincoln has the right to recover any overpayment of benefits caused by, but not limited to, the following:

1. fraud;
2. any error made by Lincoln in processing a claim; or
3. any error made in the eligibility or administration of this plan by the Sponsor.

Lincoln may recover an overpayment by, but not limited to, the following:

1. requesting a lump sum payment of the overpaid amount;
2. reducing any benefits payable under this plan; or
3. taking any appropriate collection activity available including any legal action needed.

It is required that full reimbursement be made to Lincoln.

How does the Plan Affect Workers' Compensation?

This Plan and the coverages provided are not in lieu of, nor will they affect any requirements for coverage under any Workers' Compensation Law or other similar law.