

Lincoln Life & Annuity Company of New York  
A Stock Company  
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Group Insurance Service Office: 8801 Indian Hills Drive, Omaha, NE 68114-4066  
(800) 423-2765 Online: www.LincolnFinancial.com

CERTIFIES THAT Group Policy No. SA4-890-LF1998-01 has been issued to  
Apple Bank  
(The Group Policyholder)  
Certificate of Group Insurance for Class 6

This Certificate, and any amendments which may be attached to it, contains the main provisions of the Policy. You are entitled to the benefits described in this Certificate only if You are eligible, become and remain insured under the provisions of the Policy. This Certificate replaces any other certificates for the benefits described inside. If a change affecting this insurance is made, an amendment or a new certificate will be issued to describe the change.



PRESIDENT

**READ YOUR CERTIFICATE CAREFULLY**

**Insurance benefits may be subject to certain requirements, reductions, limitations, and exclusions.**

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

**NOTICE: The Policy is issued and delivered in the State of New York. It is governed by the laws of that State. Nothing in the Policy invalidates or impairs any rights granted to Insureds by New York insurance law. Our state of domicile is New York. The address of Our Group Insurance Service Office is 8801 Indian Hills Drive, Omaha, Nebraska 68114.**

**The Policy is a NONPARTICIPATING Policy.**

**READ YOUR CERTIFICATE CAREFULLY. CERTAIN WAR RISKS ARE NOT ASSUMED. In case of any doubt, write Your company for more information.**

**CERTIFICATE OF GROUP INSURANCE  
PROVIDING  
TERM LIFE INSURANCE**

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

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**Apple Bank**  
**SA4-890-LF1998-01**

**SCHEDULE OF BENEFITS**

**For**

**Class 6 - All active permanent hourly Employees with three or more years of service who was hired after October 1, 1989**

**Group Policy Effective Date:** January 1, 2026

**Group Policy Number:** SA4-890-LF1998-01

**Participating Organizations:** Apple Bank Financial Services  
Effective Date under Policy: January 1, 2026

**Insurance Month Period:** A period beginning on the 1st Day of any calendar month and ending on the last Day of the same calendar month.

**Eligibility Waiting Period:** (For Date insurance begins, refer to "Effective Dates" section.)

- (1) Covered Employees must work 1,000 hours in the year prior
- (2) Covered Employees must work 1,000 hours in the year prior

**Annual Enrollment Period:** 30 Days (See Your Employer for the Dates of the Enrollment Period.)

**Minimum Full-Time Hours:** 10 hours per week

**Minimum Part-Time Hours:** 10 hours per week

**Facility of Payment Amount:** \$500

**Prior Insurance Credit:** Included  
Refer to the Prior Insurance Credit provision for more information.

**Conversion Privilege:**  
Conversion Amount: Not more than the amount of insurance which is terminating.  
Refer to the Conversion provision for more information.

**Accelerated Death Benefit:**

Terminal Illness Period: 12 Months

Minimum Amount: will not exceed the lesser of 25% or \$500.00

Maximum Amount: 75.00% or \$375,000.00 (whichever is less)

Increments Available for Amount: \$1,000

Refer to the Accelerated Death Benefit provision for more information.

**Apple Bank**  
**SA4-890-LF1998-01**

**SCHEDULE OF BENEFITS**  
**(Continued)**

**For**  
**Class 6 - All active permanent hourly Employees with three or more years of service who was hired after October 1, 1989**

**Waiver of Premium:**

Qualifying Age: 60 years  
Qualifying Period: 6 months  
Maximum Waiver of Premium Duration: 70

Refer to the Waiver of Premium provision for more information.

**Continuation Rights Included:**

Family or Medical Leave: 12 Insurance Weeks  
Military Leave: 3 Insurance Months  
Other Leave of Absence: the end of the month following the month in which the leave begins  
Student Medical Leave of Absence: 12 Insurance Months

Refer to the Continuation Rights provision for more information.

**Continuation:**

Continuation for You

Request Period: 31 days, or during an extended notice period described in the Notice of Continuation provision.

Maximum Amount: Your Combined Life Insurance Amounts or \$500,000.00 (whichever is less)

Maximum Continuation Duration: Social Security Normal Retirement Age

Refer to the Continuation provision for more information.

**Social Security Normal Retirement Age ("SSNRA") Table for Waiver of Premium and Continuation:**

The following table applies when Waiver of Premium or Continuation terminates at SSRNA. The use of the word "retire" or "retirement" elsewhere in this Policy means Your retirement from employment with the Employer.

<u>Year of Birth</u>	<u>Normal Retirement Age</u>
1937 and prior	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months

**Apple Bank**  
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**SCHEDULE OF BENEFITS**  
**(Continued)**

**For**

**Class 6 - All active permanent hourly Employees with three or more years of service who was hired after October 1, 1989**

1943-1954	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
1960 and later	67

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

**Basic Annual Earnings:**

Basic Annual Earnings is Your annual base salary or annualized hourly pay from the Group Policyholder before taxes on the Determination Date. The "**Determination Date**" is the last Day worked just prior to the loss.

It does **not** include commissions, bonuses, overtime pay, taxable fringe benefits, commissions in excess of the target incentive sales amount or any other extra compensation.

It does **not** include income from a source other than the Group Policyholder.

It will not exceed the amount shown in the Group Policyholder financial records or the amount for which Premium has been paid, whichever is less.

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**SCHEDULE OF BENEFITS**

**For**

**Class 6 - All active permanent hourly Employees with three or more years of service who was hired after  
October 1, 1989**

**LIFE INSURANCE**

**Effect of Exercising the Conversion Privilege or the Accelerated Death Benefit.** The amount of Your Life Insurance under this Certificate will be reduced by:

- (1) the amount of any Life Insurance in effect as a result of exercising the Conversion Privilege; and
- (2) any amount received as a result of exercising the Accelerated Death Benefit.

You are not required to contribute to the cost of Your Basic Life Insurance.

**Benefit Amounts**

**Your Life Insurance:**

Basic Insurance Amount: An amount equal to three times Basic Annual Earnings. If not a multiple of \$1,000.00, this amount will be rounded to the next higher multiple of \$1,000.00. This amount may not exceed \$250,000.00.

**Apple Bank**  
**SA4-890-LF1998-01**

**SCHEDULE OF BENEFITS**

**Class 6 - All active permanent hourly Employees with three or more years of service who was hired after  
October 1, 1989**

**LIFE INSURANCE**

**Guaranteed Issue Amounts:**

Initial Amount for You: \$250,000.00 or an amount equal to the Life Insurance Benefit in effect on the termination Date of the Prior Plan (whichever is greater)

**Reductions.** Your Basic Life Insurance will be reduced to a percentage of its original amount when You reach specific ages. The amount will be reduced to:

- (1) 65% at age 65; and
- (2) 50% at age 70.

Enrolling for Basic Life Insurance for the first time at age 65 or older will result in any age reductions being applied to:

- (1) the Guaranteed Issue Amount available without Evidence of Insurability; and
- (2) the maximum amount of insurance shown in the Schedule of Benefits.

**Apple Bank**  
**SA4-890-LF1998-01**

**SCHEDULE OF BENEFITS**  
**(Continued)**

**For**  
**Class 6 - All active permanent hourly Employees with three or more years of service who was hired after**  
**October 1, 1989**

**Evidence of Insurability**

**Evidence of Insurability for Life Insurance.** Evidence of Insurability must be submitted to Us as described in this section. Insurance that requires Evidence of Insurability will not be effective until We approve it in writing. Refer to the Eligibility and Effective Dates provision for more information.

Your Insurability. You must submit Evidence of Insurability to Us for approval when:

- (1) the Benefit Amount exceeds the Guaranteed Issue Amount (shown in the Schedule of Benefits) during an Annual Enrollment Period;
- (2) any increase after any amount of insurance has been previously declined or is pending underwriting review;

**Automatic Increases.** Benefit Amounts that are salary-based will automatically increase following an increase to Your Basic Annual Earnings. If an automatic increase causes the Benefit Amount to exceed the Guaranteed Issue Amount, Evidence of Insurability must be submitted to and approved by Us. If We required and approved Evidence of Insurability during initial enrollment, Evidence of Insurability will not be required for an automatic increase unless the increase causes Your Basic Annual Earnings to exceed 125% of its previous/original amount.

**Evidence Not Required.** Evidence of Insurability will not be required during an Annual Enrollment Period, provided:

- (1) You have not been previously declined;
- (2) the Benefit Amount does not exceed the Guaranteed Issue Amount (shown in the Schedule of Benefits);

**Cost of Obtaining.** If Evidence of Insurability is required, it will be provided at Your own expense.

**Apple Bank  
SA4-890-LF1998-01**

**SCHEDULE OF BENEFITS**

**For**

**Class 6 - All active permanent hourly Employees with three or more years of service who was hired after  
October 1, 1989**

**AD&D INSURANCE**

You are not required to contribute to the cost of Your Basic AD&D Insurance.

**Principal Sum**

**Your AD&D Insurance:**

Basic Insurance Amount: An amount equal to three times Basic Annual Earnings. If not a multiple of \$1,000.00, this amount will be rounded to the next higher multiple of \$1,000.00. This amount may not exceed \$250,000.00.

**Apple Bank  
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**SCHEDULE OF BENEFITS**

**For**

**Class 6 - All active permanent hourly Employees with three or more years of service who was hired after  
October 1, 1989**

**Reductions.** Your Basic AD&D Insurance will be reduced to a percentage of its original amount when You reach specific ages. The amount will be reduced to:

- (1) 65% at age 65; and
- (2) 50% at age 70.

Enrolling for Basic AD&D Insurance for the first time at age 65 or older will result in any age reductions being applied to the maximum amount of insurance shown in the Schedule of Benefits.

**Apple Bank  
SA4-890-LF1998-01**

**SCHEDULE OF BENEFITS  
(Continued)**

**For  
Class 6 - All active permanent hourly Employees with three or more years of service who was hired after  
October 1, 1989**

**AD&D INSURANCE BENEFIT AMOUNTS**

**Standard Benefit(s) and Benefit Amount(s)**

**Scheduled Loss(es)**

**Loss of Life** Principal Sum

**Severe Dismemberment** Principal Sum

- Loss of Sight in Both Eyes
- Loss of Hearing in Both Ears
- Loss of Speech
- Loss of Both Arms and Both Legs
- Loss of Both Arms
- Loss of Both Legs
- Loss of Arm and Leg

**Dismemberment**

- Loss of Hand, Foot, Arm, Leg, Sight in One Eye, or Hearing in One Ear 50% of Principal Sum
- Loss of any Finger, Thumb, or Toe 25% of Principal Sum

**Paralysis**

- Quadriplegia Principal Sum
- Triplegia 75% of Principal Sum
- Paraplegia 50% of Principal Sum
- Hemiplegia 50% of Principal Sum
- Uniplegia 25% of Principal Sum

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**SCHEDULE OF BENEFITS  
(Continued)**

**For  
Class 6 - All active permanent hourly Employees with three or more years of service who was hired after  
October 1, 1989**

**Enhanced Benefits and Benefit Amounts**

**Safety Benefits:**

Safe Driver Benefit	
Seat Belt	\$10,000.00 or 10.00% of Your Principal Sum, whichever is less.
Air Bag	\$10,000.00 or 5.00% of Your Principal Sum, whichever is less.

**ELIGIBILITY AND EFFECTIVE DATES**  
**For**  
**Your Insurance**

**ELIGIBLE CLASSES.** The classes eligible for insurance are shown in the Schedule of Benefits. We have the right to review and terminate any and all eligible classes if any class ceases to be insured by the Policy.

**ELIGIBILITY.** You become eligible for insurance provided by the Policy on the latest of:

- (1) the Group Policy's Effective Date;
- (2) the Date Your organization becomes a Participating Organization; or
- (3) the Date You complete the Eligibility Waiting Period shown in the Schedule of Benefits.

**Prior Service Credit Towards Eligibility Waiting Period.** Prior service in an Eligible Class will apply toward the Eligibility Waiting Period upon return:

- (1) from an approved Family or Medical Leave within:
  - (a) the period required by federal law; or
  - (b) any longer period required by a similar state law;
- (2) from a Military Leave within the period required by federal USERRA law;
- (3) from any other approved leave of absence within 12 months after the leave begins;
- (4) within one year following a lay off;
- (5) within one year following termination of employment for any other reason; or
- (6) to an eligible class following a reduction in hours.

**ENROLLMENT.** You may enroll for insurance provided by this Certificate:

- (1) within 31 Days of the Date You are first eligible; or
- (2) within 31 Days following a qualifying Change In Family Status.

**Annual Enrollment Period.** You may also enroll or re-enroll for the insurance provided by this Certificate during the Group Policyholder's Annual Enrollment Period shown in the Schedule of Benefits.

Refer to the Schedule of Benefits for Evidence of Insurability requirements.

**EFFECTIVE DATES.** The insurance provided by this Certificate becomes effective on the latest of:

- (1) the Date You become eligible for the insurance;
- (2) the Date You resume Active Work, if not Actively at Work on the Day You become eligible; or
- (3) the Date You enroll for the insurance, and if You contribute to the cost of the insurance, You sign:
  - (a) a payroll deduction order; or
  - (b) an order to pay Premiums from Your Section 125 Plan account; and the required Premium is paid to Us.
- (4) the date We approve Your Evidence of Insurability, if required. (Refer to the Schedule of Benefits for more information.).

For purposes of this section, You are deemed Actively at Work if:

- (1) You are not totally disabled, Hospital or health care facility confined on the Date Your insurance would otherwise become effective; and
- (2) You were Actively at Work on the Day prior to the Date Your insurance would otherwise become effective.

**Effective Date of Increases.** Any increase in insurance or benefits becomes effective at 12:01 a.m. on the latest of:

- (1) the first Day of the Insurance Month coinciding with or next following the Date on which You become eligible for the increase, if Actively at Work on that Day;

**ELIGIBILITY AND EFFECTIVE DATES**  
**For**  
**Your Insurance**  
**(Continued)**

- (2) the first Day of the Insurance Month coinciding with or next following a qualifying Change in Family Status, if Actively at Work on that Day;
- (3) the Day You resume Active Work, if not Actively at Work on the Day the increase would otherwise take effect; or
- (4) the Date We approve any required Evidence of Insurability. (Refer to the Schedule of Benefits for more information.).

**Effective Date of Decreases.** Any decrease will take effect on the Day of the change, whether or not You are Actively at Work.

**Effective Date for Change in Eligible Class.** You may become a member of a different Eligible Class. Except as stated in the Effective Date provision for increases or decreases, insurance under the different Eligible Class will be effective on the first Day of the Insurance Month coinciding with or next following of the change.

**REINSTATEMENT RIGHTS.** If Your insurance terminates due to one of the following breaks in service or a reduction in hours, You will be entitled to Reinstatement upon resuming Active Work with the Group Policyholder within the required timeframe. Reinstatement is available on Your return:

- (1) from an approved Family or Medical Leave within:
  - (a) the period required by federal law; or
  - (b) any longer period required by a similar state law;
- (2) from any other approved leave of absence within the end of the month following the month in which the leave begins after the leave begins.;

To Reinstatement insurance, You must enroll for insurance or be re-enrolled within 31 Days after resuming Active Work in an eligible class unless the Group Policyholder contributes the entire cost of the Premium. The Group Policyholder must resume the required Premium payments for insurance to be Reinstated. Reinstatement will take effect on the Date You return to Active Work.

## **LIFE INSURANCE BENEFIT**

**For Class 6 - All active permanent hourly Employees with three or more years of service who was hired after October 1, 1989**

**LIFE INSURANCE BENEFIT.** We will pay a Life Insurance benefit if You die while insured under this Certificate, and We receive satisfactory proof of Your death. The Life Insurance benefit will be paid in a lump sum.

**AMOUNT OF THE BENEFIT.** The amount of the Life Insurance benefit is shown in the Schedule of Benefits. This benefit will be paid in addition to all other benefits payable under this Certificate.

**LIMITATIONS AND EXCLUSIONS.** Life Insurance benefits will not be payable for any death excluded under the Limitations and Exclusions for Life Insurance.

## CONVERSION PRIVILEGE

**CONVERSION PRIVILEGE.** The Conversion Privilege allows You to purchase an individual insurance policy to replace Qualifying Insurance which is ending or reducing under the Policy. This individual insurance is known as a conversion policy. Evidence of Insurability is not required to purchase a conversion policy.

**Purchasing a Conversion Policy.** You may purchase a conversion policy for You when all or any part of any Qualifying Insurance shown below:

- (1) ceases because of termination of employment;
- (2) ceases because of termination of membership in the class or classes eligible to be insured under the Policy;
- (3) ceases because of termination of the Policy; or
- (4) is reduced, including any reductions due to amendment of the Policy or Certificate.

**Qualifying Insurance.** For purposes of the Conversion Privilege, Qualifying Insurance is:

- (1) Your Life Insurance; and
- (2) Dependent Life Insurance.

**AMOUNT OF THE BENEFIT.** The amount of the conversion policy the Conversion Privilege allows for is determined as follows.

**Your Amounts.** The amount of the conversion policy available to You may not exceed the Conversion Amount shown in the Schedule of Benefits. If conversion becomes available due to amendment or termination of the Policy, the amount available may not exceed the lesser of:

- (1) the Conversion Amount for Policy Amendment or Termination shown in the Schedule of Benefits; or
- (2) the amount of insurance which ends, less the amount of any group life insurance for which the person becomes eligible within 45 Days after the termination.

**PREMIUM AND APPLYING FOR THE BENEFIT.** To purchase a conversion policy, application must be made to Us within 31 Days after Qualifying Insurance is terminated, reduced, or within any extended conversion notice period, whichever is later.

Payment of the first Premium must be made to us within 31 Days of the Date it becomes due. Premiums for the conversion policy will be based on Your class of risk under the Policy and attained age on the effective date of the conversion policy. At Your option, the Premium for the conversion policy will be payable in any mode We customarily offer for the policy selected.

### TYPES OF CONVERSION POLICIES.

**Conversion Policy.** The conversion policy will be:

- (1) on any form We customarily offer at the time of conversion, and at the age and amount applied for, **except** individual term life insurance is only available as provided below;
- (2) issued at the person's age at nearest birthday; and
- (3) issued without disability or other supplemental benefits.

**Preliminary Term Life Insurance for One Year.** Prior to the issuance of a conversion policy as described above, when conversion becomes available, the applicant may elect preliminary term life insurance for a one-year period.

**Total and Permanent Disability Benefit.** If Your employment with the Group Policyholder ends due to Your Total and Permanent Disability, You may elect a conversion policy on any form We customarily offer at the time of conversion, including individual term life insurance.

## **CONVERSION PRIVILEGE** **(Continued)**

To qualify for an individual term life conversion policy for a period longer than one year, You must send Us written notice during the period of disability, while living. You must furnish satisfactory proof of Total and Permanent Disability.

If Your employment with the Group Policyholder terminates due to Your disability but You have not met the definition of Total and Permanent Disability, You may purchase a conversion policy as described in Conversion Policy and Preliminary Term Life Insurance for One Year above. If You meet the definition of Total and Permanent Disability upon the expiration of any one-year term life insurance conversion policy issued, You may purchase a life conversion policy as described in Conversion Policy above, including term life insurance.

**NOTICE OF RIGHT TO CONVERT.** When insurance ends and triggers a conversion privilege, the Group Policyholder will provide written notice of the right to convert as follows. Such notice will be:

- (1) given personally to You;
- (2) mailed by the Group Policyholder to You, at Your known address; or
- (3) mailed by Us to You, at Your known address, as furnished by the Group Policyholder.

**Notice During 31-Day Period.** You must be notified of the conversion privilege and its duration within 15 Days before or after insurance ends.

**45-Day Period After Notice.** If notice of the conversion privilege is provided more than 15 Days, but less than 90 Days after insurance ends, the time allowed to exercise of the conversion privilege will be extended for 45 Days after notice is given.

**90-Day Period.** If no notice is provided within 90 Days after insurance ends, the time allowed to exercise the conversion privilege expires at the end of 90 days.

**EFFECTIVE DATE.** The insurance provided by an individual conversion policy issued under this Conversion Privilege will take effect immediately upon termination of the person's Qualifying Insurance.

**DEATH DURING THE CONVERSION PERIOD.** If You are entitled to purchase a conversion policy and death occurs during the applicable conversion period or during any extended conversion period, We will pay the insurance that could have been converted even if no one applied for the conversion policy. If the first Premium was paid for the conversion policy, the amount of the Premium will be refunded and the conversion policy will be void.

### **OTHER PROVISIONS.**

**Incontestability.** You may have made a statement regarding insurability under the Policy. If so, the statement may only be used to contest the validity of the conversion policy to the extent it could have been used to contest the validity of the insurance under the Policy, had it remained in effect.

**Suicide.** The conversion policy may contain a suicide exclusion. If so, it will cease to apply two years after the Date You originally became insured under the Policy.

## ACCELERATED DEATH BENEFIT

**Class 6 - All active permanent hourly Employees with three or more years of service who was hired after October 1, 1989**

**NOTE: THIS IS NOT A LONG-TERM CARE POLICY. RECEIVING THIS ACCELERATED DEATH BENEFIT WILL REDUCE THE BENEFIT PAYABLE AT DEATH. RECEIPT OF AN ACCELERATED DEATH BENEFIT PAYMENT MAY BE TAXABLE INCOME, SO YOU SHOULD CONSULT A TAX ADVISOR BEFORE APPLYING FOR THIS BENEFIT.**

**ACCELERATED DEATH BENEFIT.** This benefit allows You to receive an advance lump sum payment of all or any part of the Claimant's Qualifying Insurance shown below, while living. The Accelerated Death Benefit is payable following a diagnosis by a Physician that the Claimant has a terminal illness which, despite appropriate medical treatment, is reasonably expected to result in death within the period shown in the Schedule of Benefits.

You must have at least \$2,000 of Qualifying Insurance under the Policy on the Day before the Accelerated Death Benefit is paid.

**Qualifying Insurance.** For purposes of the Accelerated Death Benefit, Qualifying Insurance is Your Life Insurance.

**AMOUNT OF THE BENEFIT.** The Accelerated Death Benefit is payable once during the Claimant's lifetime. The amount of the Accelerated Death Benefit, is the lesser of the Claimant's amount of Qualifying Insurance which is in force on the Day before the Accelerated Death Benefit is paid.

The amount of insurance You may elect to receive is subject to the minimum and maximum amounts shown in the Schedule of Benefits.

**Exception.** If the Qualifying Insurance is scheduled to reduce due to age within 12 months after the Date of application for the Accelerated Death Benefit, the amount of the Accelerated Death Benefit will be the reduced amount.

**PREMIUM.** There is no additional charge for the Accelerated Death Benefit. Continuation of the Remaining Life Insurance is subject to timely payment of the Premium for the reduced amount, unless You qualify for Waiver of Premium, if included.

### **NOTIFYING US, CONSENT, AND OTHER CONDITIONS.**

**Proof of Terminal Illness.** You (or Your legal representative) must send Us:

- (1) written election of the Accelerated Death Benefit, on forms We supply; and
- (2) satisfactory proof that the Claimant has been diagnosed with a terminal illness, including a Physician's written statement.

**Consent to Accelerate.** Before paying an Accelerated Death Benefit, We must also receive the written consent of any interested irrevocable beneficiary, assignee, or bankruptcy court..

**Other Conditions.** The Accelerated Death Benefit will not be paid when any part of the insurance must be paid to Your child, spouse, or former spouse pursuant to a legal separation agreement, divorce decree, child support order or other court order. The Accelerated Death Benefit is available only to You. It will not be paid when We know of a third party's interest in the proceeds.

## ACCELERATED DEATH BENEFIT

(Continued)

### Class 6 - All active permanent hourly Employees with three or more years of service who was hired after October 1, 1989

**TIME OF PAYMENT.** We will pay the Accelerated Death Benefit as follows when We receive all due written proof. Within 5 Days of receiving the claim form, We will send You a written notice showing:

- (1) the amount of the Accelerated Death Benefit which is requested, and the amount to be paid in cash;
- (2) the amount of Life Insurance which would be payable at death, if no Accelerated Death Benefit is paid;
- (3) the Remaining Life Insurance which would be payable at death, after the requested Accelerated Death Benefit is paid; and
- (4) the effect upon Premium payments for the Remaining Life Insurance.

Before making payment, We will allow You a period of 5 Days from the Date on which the written notice is transmitted to review the information. The Accelerated Death Benefit will not be paid during the review period. You may revoke the request for the Accelerated Death Benefit, at any time before We make payment. If You do not revoke Your request, following the expiration of the 5 Day review period, the Accelerated Death Benefit will be paid immediately.

**ADMINISTRATIVE CHARGE.** There is no administrative charge for this benefit.

**FEE.** There is no fee for this benefit.

### **EFFECT ON OTHER INSURANCE.**

**Life Insurance.** Receiving the Accelerated Death Benefit will reduce the Remaining Life Insurance and the Life Insurance Benefit payable at death. After an Accelerated Death Benefit is paid, the Remaining Life Insurance in force on the Claimant's life will equal:

- (1) the amount of the Claimant's Life Insurance in effect on the day before the Accelerated Death Benefit is paid; minus
- (2) the amount of the Accelerated Death Benefit withdrawn.

Upon payment of an Accelerated Death Benefit, We will issue a new Certificate or amendment, showing the amount of Remaining Life Insurance. This amount will remain in effect:

- (1) subject to timely payment of Premiums, unless You qualify for Waiver of Premium; and
- (2) subject to any age reduction or termination provisions contained in the Policy.

When the Claimant dies after an Accelerated Death Benefit is paid, the amount of Remaining Life Insurance in force on the Date of death will be paid as a Life Insurance Benefit.

Payment of the Life Insurance Benefit is subject to the provisions of the Policy, including the Beneficiary and Claim Procedures provisions. If the Claimant dies after applying for an Accelerated Death Benefit, but before We make payment, the request will be void and no Accelerated Death Benefit will be paid.

**Accidental Death and Dismemberment Insurance.** The Accidental Death and Dismemberment Principal Sum will not be affected by the payment of an Accelerated Death Benefit.

**Conversion Privilege.** The Accelerated Death Benefit is available only on the Claimant's Life Insurance in force under the Policy. It is not available on any conversion insurance purchased in accord with the Conversion Privilege.

The Claimant may exercise the Conversion Privilege after an Accelerated Death Benefit is paid. If the Claimant exercises the Conversion Privilege after an Accelerated Death Benefit is paid, the amount of the conversion policy will not exceed the amount of his or her Remaining Life Insurance.

## **ACCELERATED DEATH BENEFIT**

**(Continued)**

**Class 6 - All active permanent hourly Employees with three or more years of service who was hired after October 1, 1989**

**EFFECT ON TAXES AND GOVERNMENT BENEFITS.** Any Accelerated Death Benefit amount paid may be taxable income to You. Receiving the Accelerated Death Benefit may also affect the Claimant's eligibility for Medicaid, Aid to Families with Dependent Children, Supplemental Security Income, and other government benefits. No health care facility, as defined in Section 20 of New York Public Health Law, can require a person to withdraw an Accelerated Death Benefit as a condition of receiving health care there.

For these reasons, the Claimant should consult his or her own qualified tax or legal advisor, or any appropriate social service agency, before applying for an Accelerated Death Benefit. We are not responsible for any tax owed or government benefit denied as a result of the Accelerated Death Benefit payment.

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

- (1) if any required Premium is due and unpaid, subject to the Policy's Grace Period;
- (2) if the Claimant has been diagnosed with a terminal illness due to a suicide attempt or due to an intentionally self-inflicted injury.

## WAIVER OF PREMIUM BENEFIT

### For Life Insurance

**WAIVER OF PREMIUM BENEFIT.** This benefit allows You to continue insurance **without payment of Premiums** in the event of Your Total Disability. We will waive the Premium from the first Premium due Date following the satisfaction of the Qualifying Period shown in the Schedule of Benefits until the Date of Termination for this benefit. To be eligible for the Waiver of Premium benefit, You must:

- (1) become Totally Disabled before exceeding the Maximum Qualifying Age shown in the Schedule of Benefits;
- (2) remain Totally Disabled for at least the Qualifying Period shown in the Schedule of Benefits; and
- (3) submit proof of Your Total Disability to Us.

**Qualifying Insurance.** For purposes of the Waiver of Premium benefit for Group Life Insurance, Qualifying Insurance is Your Life Insurance.

**AMOUNT OF THE BENEFIT.** The amount of the Waiver of Premium benefit equals the amount of any Qualifying Insurance in effect on the Day Your Total Disability begins. The amount of Qualifying Insurance will continue to be adjusted after that Day, in accordance with the Certificate provisions that were in effect on the Date Your Total Disability began. This includes adjustments based on:

- (1) any reductions scheduled to occur when You reach a specified age;
- (2) any Accelerated Death Benefit You received; and
- (3) You exercising any available Conversion Privilege provided by the Certificate.

**PREMIUM.** Continued payment of Premium allows You to avoid any loss of insurance under this Certificate while qualifying for the Waiver of Premium benefit. The Group Policyholder must make the required Premium payments to Us until the earlier of:

- (1) the Day You are approved or declined for the benefit; or
- (2) the Day the Policy terminates.

If We do not receive the required Premium payments during the Qualifying Period, insurance under this Certificate will terminate.

You may also be eligible for the Conversion Privilege while in a Qualifying Period for the Waiver of Premium benefit. If You elect to exercise the Conversion Privilege, then Premium payments must be received until:

- (1) You convert all Your insurance; or
- (2) You qualify for the Waiver of Premium benefit, for any portion of insurance that is not converted.

When You provide satisfactory proof of Your Total Disability to Us, We will refund up to 12 months' of Premium that was paid for the Qualifying Insurance. The refund period begins on the 1<sup>st</sup> Day of Your Total Disability.

### REQUIRED PROOF

**Proof of Total Disability.** Proof of Your Total Disability must be submitted to Us:

- (1) within 12 months of the Date the Total Disability began, or as soon as reasonably possible after that; and
- (2) in no event more than 24 months after the Date the Total Disability began, unless You lack legal capacity.

As often as reasonably necessary, We may require:

- (1) proof of Your continued Total Disability; and
- (2) an examination by a Physician of Our choice.

After the first two years of Total Disability, We will not request proof or an exam more than once a year. Any such exam will be at Our expense.

**Proof Following Death.** If You die during the Qualifying Period, Your Life Insurance Benefit is payable under the terms of this Certificate provided You remained continuously and Totally Disabled until Your death.

## WAIVER OF PREMIUM BENEFIT

### For Life Insurance (Continued)

**NOTICE OF APPROVAL.** We will send You written notice advising whether You are approved for Waiver of Premium, and the amount of the benefit for which the Premium is being waived.

#### TERMINATION

**Individual Termination.** Any Qualifying Insurance extended under this provision will terminate automatically on the earliest of:

- (1) the Date You die;
- (2) the Date You are no longer Totally Disabled;
- (3) the Date You fail to take a required medical examination;
- (4) the 45<sup>th</sup> Day after We mail a request for additional proof, if it is not given;
- (5) the Date You reside outside the United States, U.S. Territories, Canada, or Mexico for more than 12 months for purposes other than employment with the Employer; or
- (6) the end of the Maximum Waiver of Premium Duration shown in the Schedule of Benefits ends.

**EFFECT OF POLICY TERMINATION.** If the Policy or Your Participating Organization's participation terminates **before** You complete the Qualifying Period shown in the Schedule of Benefits to become eligible for Waiver of Premium, or during Your recovery period under the Recurrent Disability section, Your insurance will terminate. You will not become eligible for Waiver of Premium, but You may be eligible to exercise the Conversion Privilege. If such termination occurs **after** You become eligible for Waiver of Premium, Your Waiver of Premium benefit will not be affected.

#### RIGHTS FOLLOWING RECOVERY

**Ceasing Insurance.** If Your Total Disability ends and You **do not return** to a class eligible for insurance under the Policy, then You may be eligible to exercise the Conversion Privilege. See the Conversion Privilege for details.

**Resuming Insurance.** If Your Total Disability ends and You **do return** to an eligible class, then Your insurance under the Policy will resume when Premium payments are resumed. If You have exercised the Conversion Privilege under this Certificate, any conversion policy must be surrendered to Us prior to resuming insurance. No claim may be made under the conversion policy except for a refund of any unearned Premium less any dividends and policy loans.

**Recurrent Disability.** If Your Total Disability ends and You return to an eligible class, and then again become Totally Disabled:

- (1) within 30 Days of recovering; and
- (2) by the same cause of Your prior Total Disability;

the disability will be treated as part of the preceding Total Disability. You will not be required to complete a new Qualifying Period before resuming the Waiver of Premium benefit. The required Premium payments must be received from the Group Policyholder during Your recovery period.

## WAIVER OF PREMIUM BENEFIT

### For AD&D Insurance

**WAIVER OF PREMIUM BENEFIT.** This benefit allows You to continue insurance **without payment of Premiums** in the event of Your Total Disability. We will waive the Premium from the first Premium due Date following the satisfaction of the Qualifying Period shown in the Schedule of Benefits until the Date of Termination for this benefit. To be eligible for the Waiver of Premium benefit, You must:

- (1) become Totally Disabled before exceeding the Maximum Qualifying Age shown in the Schedule of Benefits;
- (2) remain Totally Disabled for at least the Qualifying Period shown in the Schedule of Benefits; and
- (3) submit proof of Your Total Disability to Us.

**Qualifying Insurance.** For purposes of the Waiver of Premium benefit, Qualifying Insurance is Your AD&D insurance.

**AMOUNT OF THE BENEFIT.** The amount of the Waiver of Premium benefit equals the amount of any Qualifying Insurance in effect on the Day Your Total Disability begins. The amount of Qualifying Insurance will continue to be adjusted after that Day, in accordance with the Certificate provisions that were in effect on the Date Your Total Disability began. This includes adjustments based on any reductions scheduled to occur when You reach a specified age.

**PREMIUM.** Continued payment of Premium allows You to avoid any loss of insurance under this Certificate while qualifying for the Waiver of Premium benefit. The Group Policyholder must make the required Premium payments to Us until the earlier of:

- (1) the Day You are approved or declined for the benefit; or
- (2) the Day the Policy terminates.

If We do not receive the required Premium payments during the Qualifying Period, insurance under this Certificate will terminate.

When You provide satisfactory proof of Your Total Disability to Us, We will refund up to 12 months' of Premium that was paid for the Qualifying Insurance. The refund period begins on the 1<sup>st</sup> Day of Your Total Disability.

### REQUIRED PROOF

**Proof of Total Disability.** Proof of Your Total Disability must be submitted to Us:

- (1) within 12 months of the Date the Total Disability began, or as soon as reasonably possible after that; and
- (2) in no event more than 24 months after the Date the Total Disability began, unless You lack legal capacity.

As often as reasonably necessary, We may require:

- (1) proof of Your continued Total Disability; and
- (2) an examination by a Physician of Our choice.

After the first two years of Total Disability, We will not request proof or an exam more than once a year. Any such exam will be at Our expense.

**Proof of Death.** If You die:

- (1) **before submitting** initial proof of Your Total Disability; and
- (2) within 12 months after Total Disability begins;

Your AD&D Insurance Benefit may be paid under the terms of this Certificate. We must first receive satisfactory proof of Your continuous Total Disability from the last Day of Active Work until the Date of Your death.

If You die **after submitting** initial proof of Your Total Disability, additional proof must be submitted to Us showing that You remained continuously and Totally Disabled until Your death.

**WAIVER OF PREMIUM BENEFIT**  
**For**  
**AD&D Insurance**  
**(Continued)**

**NOTICE OF APPROVAL.** We will send You written notice advising whether You are approved for Waiver of Premium, and the amount of the benefit for which the Premium is being waived.

**TERMINATION**

**Individual Termination.** Any Qualifying Insurance extended under this provision will terminate automatically on the earliest of:

- (1) the Date You die;
- (2) the Date You are no longer Totally Disabled;
- (3) the Date You fail to take a required medical examination;
- (4) the 45<sup>th</sup> Day after We mail a request for additional proof, if it is not given;
- (5) the Date You reside outside the United States, U.S. Territories, Canada, or Mexico for more than 12 months for purposes other than employment with the Employer; or
- (6) the end of the Maximum Waiver of Premium Duration shown in the Schedule of Benefits ends.

**EFFECT OF POLICY TERMINATION.** If the Policy or Your Participating Organization's participation terminates **before** You complete the Qualifying Period shown in the Schedule of Benefits to become eligible for Waiver of Premium, or during Your recovery period under the Recurrent Disability section, Your insurance will terminate. You will not become eligible for Waiver of Premium. If such termination occurs **after** You become eligible for Waiver of Premium, Your Waiver of Premium benefit will not be affected.

**RIGHTS FOLLOWING RECOVERY**

**Ceasing Insurance.** If Your Total Disability ends and You **do not return** to a class eligible for insurance under the Policy, any Qualifying Insurance extended under this provision will terminate.

**Resuming Insurance.** If Your Total Disability ends and You **do return** to an eligible class, then Your insurance under the Policy will resume when Premium payments are resumed. No claim may be made under the conversion policy except for a refund of any unearned Premium less any dividends and policy loans.

**Recurrent Disability.** If Your Total Disability ends and You return to an eligible class, and then again become Totally Disabled:

- (1) within 30 Days of recovering; and
- (2) by the same cause of Your prior Total Disability;

the disability will be treated as part of the preceding Total Disability. You will not be required to complete a new Qualifying Period before resuming the Waiver of Premium benefit. The required Premium payments must be received from the Group Policyholder during Your recovery period.

## **ACCIDENTAL DEATH AND DISMEMBERMENT (“AD&D”) INSURANCE**

**For Class 6 - All active permanent hourly Employees with three or more years of service who was hired after October 1, 1989**

**AD&D INSURANCE.** AD&D Insurance benefits are payable in the event that You sustain an Accidental Injury while insured under this Certificate, subject to the conditions established below and within the AD&D Insurance Benefits provision.

**AMOUNT OF THE BENEFITS.** All AD&D Insurance benefit amounts are shown in the Schedule of Benefits. Benefit amounts are determined by Your Principal Sum.

**LIMITATIONS AND EXCLUSIONS.** AD&D Insurance benefits will not be payable for any loss that is excluded under the Limitations and Exclusions for AD&D Insurance.

**Maximum Benefit Per Person.** Standard AD&D Insurance benefits are payable once per person per Accident. Enhanced AD&D Insurance benefits are payable once per person per Accident.

If You sustain more than one Loss resulting from the same Accident, the benefit:

- (1) will be the one largest amount listed; and
- (2) will not exceed the Principal Sum for all of that person's combined Losses resulting from any other Accident for which benefits are payable.

## **AD&D INSURANCE BENEFITS**

**For Class 6 - All active permanent hourly Employees with three or more years of service who was hired after October 1, 1989**

### **STANDARD AD&D INSURANCE BENEFITS.**

**Scheduled Loss Benefits.** We will pay a Scheduled Loss benefit when You sustain a Scheduled Loss as a result of an Accidental Injury. The Accident must cause the Scheduled Loss to occur within of the Injury. If a Severe Dismemberment benefit is paid, no other AD&D Insurance Scheduled Loss benefit will be paid for the same or an attached body part.

**ENHANCED AD&D INSURANCE BENEFITS.** Enhanced AD&D Insurance benefits supplement Your Standard AD&D Insurance, and are paid in addition to all other benefits payable under this Certificate. All benefit amounts are shown in the Schedule of Benefits.

### **SAFETY BENEFITS**

**Safe Driver Benefit.** We will pay a Safe Driver benefit if You die in a Motor Vehicle Accident while wearing a properly fastened seat belt. An additional benefit is payable if the Motor Vehicle was equipped by the manufacturer with driver and passenger air bags. Your death must occur within of the Accident.

## **EXCLUSIONS**

### **For Group Term Life Insurance**

**For Class 6 - All active permanent hourly Employees with three or more years of service who was hired after October 1, 1989**

Only deaths that occur while the insurance under this Certificate is in force are covered.

### **EXCLUSIONS FOR LIFE INSURANCE**

**War and Service in the Armed Forces.** Life Insurance benefits under this Certificate will not be payable for any death that results from:

- (1) War or Act of War, if the cause of death occurs while You are serving in any Armed Forces or Attached Civilian Unit, and death occurs no later than six months after termination of such service;
- (2) the Special Hazards incident to service in any Armed Forces or Attached Civilian Unit, if the cause of death occurs during the period of such service while You are outside the Home Area, and death occurs:
  - (a) outside the Home Area or within six months after returning to the Home Area while in such service; or
  - (b) within six months after the termination of such service, whichever is earlier; or
- (3) War or Act of War, within two years from the date of issue of this Certificate, if the cause of death occurs while You are outside the Home Area but not serving in any Armed Forces or Attached Civilian Unit, and death occurs outside the Home Area or within six months after returning to the Home Area.

## **EXCLUSIONS**

### **For Group Accidental Death & Dismemberment Insurance**

Class 6 - All active permanent hourly Employees with three or more years of service who was hired after October 1, 1989

Only accidental injuries that occur while the insurance under this Certificate is in force are covered.

**EXCLUSIONS FOR AD&D INSURANCE.** AD&D Insurance benefits will not be payable for any loss caused or contributed to by:

- (1) suicide, attempted suicide, or any intentionally self-inflicted injury;
- (2) being intoxicated or under the influence of any narcotic unless administered on the advice of a physician;
- (3) committing or attempting to commit a felony;
- (4) War or any Act of War, whether declared or undeclared;
- (5) service in the Armed Forces, or units auxiliary thereto;
- (6) participation in a riot or insurrection;
- (7) aviation, other than as a fare-paying passenger on a scheduled or charter flight operated by a scheduled airline;
- (8) cosmetic surgery, except for;
  - (a) reconstructive surgery incidental to or resulting from trauma, infection, or other diseases of the involved part; and
  - (b) reconstructive surgery due to congenital disease or anomaly of an Insured Dependent Child which results in a functional defect; or
- (9) a loss sustained while residing outside the United States, its possessions, Canada, or Mexico for more than 12 months.

**CLAIM PROCEDURES**  
**For**  
**Group Life Insurance**

**NOTE: This Certificate includes a Waiver of Premium Benefit and an Accelerated Death Benefit. Please refer to that provision for any special claim procedures.**

**FILING A CLAIM.**

**Notice of Claim.** A claimant must provide Us notice of a claim at Our Group Insurance Service Office in Omaha, Nebraska. The notice should include:

- (1) the Group Policyholder's name and Group Policy Number (shown on the Schedule of Benefits), if known;
- (2) Your name, address, and Certificate number, if available; and
- (3) the claimant's name and relationship to You.

**Claim Forms.** When We receive notice of a claim, We will send forms for filing proof of claim. We will include instructions for completing and submitting the forms. If We do not send the forms within 15 Days, the claimant may send Us written proof of claim in a letter. The letter should state the nature, Date and cause of the claim.

**Proof of Claim.** Written proof of a claim must be provided at the claimant's own expense. We will review proof of a claim when it is complete. It must include:

- (1) the nature, Date, and cause of the claim;
- (2) a certified copy of the death certificate, for proof of death; and
- (3) a signed authorization for Us to obtain more information.

Within 15 Days after receiving the first proof of claim, We may send a written acknowledgment requesting any missing information.

If a claim is for periodic benefits, We may request proof of continued eligibility for such benefits. If proof is not supplied following Our request, benefits may be denied or suspended.

**Additional Proof by Autopsy.** In case of death, We may have an autopsy done, where it is not forbidden by law.

Any such autopsy will be at Our expense.

**PAYMENT OF CLAIMS.**

**Time of Payment.** Benefits payable under this Certificate will be paid:

- (1) immediately after We confirm liability; and
- (2) in no event more than 30 Days after We receive acceptable proof of claim.

**To Whom Payable.** Benefits payable for Your death will be paid in accordance with the Beneficiary provision.

**CLAIM PROCEDURES**  
**For**  
**Group Life Insurance**  
**(Continued)**

**Facility of Payment.** We may make payment from the Life Insurance benefit to any person or persons appearing to Us to be equitably entitled to payment by reason of having incurred expenses on Your behalf for Your burial. No payment made under this section may exceed the Facility of Payment amount shown in the Schedule of Benefits. Any payment made in good faith under this section will fully discharge Us to the extent of the payment. Any remaining amount will be paid as shown in the Beneficiary section.

**Payment Options.** Benefits will be paid in a lump sum check, unless We make any other options available. Any election other than a lump sum check must be made in writing to Us, by the Beneficiary, and must comply with Our practices at the time it is made.

**NOTICE OF OUR CLAIM DECISION.** We will send the claimant a written notice of Our claim decision. If We deny any part of the claim, the written notice will explain:

- (1) the reason for the denial;
- (2) how the claimant may request a review of Our decision; and
- (3) whether more information is needed to support the claim.

**Time Limits for Our Decision.** Notice of Our decision will be sent within 15 Days after resolving the claim. If We need more than 15 Days to process a claim, an extension will be permitted.

We will send the claimant a written delay notice explaining the special circumstances which require the delay, and when a decision can be expected:

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

If reasonably possible, this review period will not exceed:

- (1) 90 Days from the Date We receive the first proof of a death claim; or
- (2) 45 Days from the Date We receive first proof of a claim for any Waiver of Premium Benefit or Accelerated Death Benefit available under the Certificate.

In any event, the notice of Our decision will be sent within:

- (1) 180 Days after We receive the first proof of a death claim; or
- (2) 105 Days after We receive the first proof of a claim for any Waiver of Premium Benefit or Accelerated Death Benefit available under the Certificate.

If We fail to do so, there is a right to an immediate review as if the claim was denied.

**Exception.** If We need more information from the claimant to process a claim, it must be supplied within 45 Days after We request it. The resulting delay will not count toward the above time limits for claim processing.

**REVIEW OF OUR CLAIM DECISION.** If any part of a claim is denied, the claimant may request a review of Our decision.

**Claim Review Request (Appeal).** To begin a review, the claimant must send Us:

- (1) a written request; and
- (2) any written comments or other items to support the claim.

The claimant may review certain non-privileged information relating to the request for review.

**CLAIM PROCEDURES**  
**For**  
**Group Life Insurance**  
**(Continued)**

**Time Limits for Claimant to Request a Claim Review (Appeal).** The claimant must request a claim review within:

- (1) 60 Days after receiving a claim denial notice for death; or
- (2) 180 Days after receiving a claim denial notice for any Waiver of Premium Benefit or Accelerated Death Benefit available under the Certificate.

**Notice of Review Decision.** We will review the claim and send the claimant a written notice of Our decision. The notice will explain the reasons for Our decision. If We uphold the denial of all or part of the claim, We will also describe:

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

**Time Limits for Our Review Decision.** For a death claim, the notice will be sent within:

- (1) 60 Days after We receive the request for review; or
- (2) 120 Days, if a special case requires more time.

For a claim for any Waiver of Premium Benefit or Accelerated Death Benefit available under the Certificate, the notice will be sent within:

- (1) 45 Days after We receive the request for review; or
- (2) within 90 Days, if a special case requires more time.

If We need more time to process an appeal in a special case, We will send the claimant a written delay notice by the 30<sup>th</sup> Day after receiving the request for review. The notice will explain:

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

**Exception:** If We need more information from the claimant to process an appeal, it must be supplied within 45 Days after We request it. The resulting delay will not count toward the above time limits for appeal processing.

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

**RIGHT OF RECOVERY.** If benefits have been overpaid on any claim, We must be repaid within 60 Days. If You do not repay an overpayment, We have the right to:

- (1) reduce future benefits payable to You, Your Beneficiary, or Your estate under this Certificate or any other group insurance policy We issue until full reimbursement is made; and
- (2) recover overpayments from You, Your Beneficiary, or Your estate.

Repayment is required whether the overpayment is due to fraud, Our error in processing a claim, or any other reason.

**CLAIM PROCEDURES**  
**For**  
**Group Life Insurance**  
**(Continued)**

**LEGAL ACTIONS.** A claimant may not bring a legal action to recover any benefits until 60 Days after the required written proof of claim has been given.

**CLAIM PROCEDURES**  
**For**  
**Group AD&D Insurance**

**FILING A CLAIM.**

**Notice of Claim.** A claimant must provide Us notice of a claim at Our Group Insurance Service Office in Omaha, Nebraska. Notice of an accidental death or dismemberment claim must be provided within 20 Days after a claim is incurred. The notice should include:

- (1) the Group Policyholder's name and Group Policy Number (shown on the Schedule of Benefits);
- (2) Your name, address, and Certificate number, if available; and
- (3) the claimant's name and relationship to You.

**Claim Forms.** When We receive notice of a claim, We will send forms for filing proof of claim. We will include instructions for completing and submitting the forms. If We do not send the forms within 15 Days, the claimant may send Us written proof of claim in a letter. The letter should state the nature, Date and cause of the claim.

**Proof of Claim.** Written proof of a claim must be provided at the claimant's own expense within 120 Days after the Date of the loss. We will review proof of a claim when it is complete. It must include:

- (1) the nature, Date, and cause of the claim;
- (2) a certified copy of the death certificate, for proof of death;
- (3) an official accident report, police report, medical records, work incident report, or any other similar documents, for proof of accidental death or dismemberment; and
- (4) a signed authorization for Us to obtain more information.

Within 15 Days after receiving the first proof of claim, We may send a written acknowledgment requesting any missing information, and any other items We reasonably require in support of the claim.

If a claim is for periodic benefits, We may request proof of continued eligibility for such benefits. Proof must be supplied within 60 days of Our request. If it is not, benefits may be denied or suspended.

**Additional Proof by Exam or Autopsy.** While a claim is pending, We may have the person who incurred the claim examined:

- (1) by a Physician of Our choice;
- (2) as often as is reasonably required.

If the person fails to cooperate with an examiner or fails to take an exam, We may deny benefits until the exam is completed. In case of death, We may have an autopsy done, where it is not forbidden by law.

Any such exam or autopsy will be at Our expense.

**Exception.** Failure to give notice or provide proof of a claim within the required time period will not invalidate or reduce the claim, if it is shown that it was done as soon as reasonably possible.

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

**PAYMENT OF CLAIMS.**

**Time of Payment.** Benefits payable under this Certificate will be paid:

- (1) immediately after We confirm liability; and
- (2) in no event more than 30 Days after We receive acceptable proof of claim.

**CLAIM PROCEDURES**  
**For**  
**Group AD&D Insurance**  
**(Continued)**

**To Whom Payable.** AD&D benefits payable for Your death will be paid in accordance with the Beneficiary provision.

Any other AD&D Benefits payable under this Certificate will be paid to You, unless:

- (1) an overpayment has been made and We are entitled to reduce future benefits

**Facility of Payment.** All or part of the AD&D benefits under this Certificate may become payable to Your estate when:

- (1) there is no surviving Beneficiary to receive such benefits; or
- (2) the Beneficiary is a minor or other person who is not considered competent to give a valid release.

In that event, We have the option to pay one or more of the following:

- (1) Your surviving spouse, parent(s), child or children; or
- (2) Your surviving brother(s) or sister(s).

No payment made under this section may exceed the Facility of Payment amount shown in the Schedule of Benefits. Any payment made in good faith under this section will fully discharge Us to the extent of the payment. Any remaining amount will be paid as shown in the Beneficiary section.

**Payment Options.** Benefits will be paid in a lump sum check, unless We make any other options available. Any election other than a lump sum check must be made in writing to Us, by the Beneficiary, and must comply with Our practices at the time it is made.

**NOTICE OF OUR CLAIM DECISION.** We will send the claimant a written notice of Our claim decision.

If We deny any part of the claim, the written notice will explain:

- (1) the reason for the denial;
- (2) how the claimant may request a review of Our decision; and
- (3) whether more information is needed to support the claim.

**Time Limits for Our Decision.** Notice of Our decision will be sent within 15 Days after resolving the claim. If We need more than 15 Days to process a claim, an extension will be permitted.

We will send the claimant a written delay notice explaining the special circumstances which require the delay, and when a decision can be expected:

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

If reasonably possible, this review period will not exceed 90 Days from the Date We receive the first proof of a death or dismemberment claim.

In any event, the notice of Our decision will be sent within 180 Days after We receive the first proof of a death or dismemberment claim. If We fail to do so, there is a right to an immediate review as if the claim was denied.

**Exception.** If We need more information from the claimant to process a claim, it must be supplied within 45 Days after We request it. The resulting delay will not count toward the above time limits for claim processing.

**REVIEW OF OUR CLAIM DECISION.** If any part of a claim is denied, the claimant may request a review of Our decision.

**CLAIM PROCEDURES**  
**For**  
**Group AD&D Insurance**  
**(Continued)**

**Claim Review Request (Appeal).** To begin a review, the claimant must send Us:

- (1) a written request; and
- (2) any written comments or other items to support the claim.

The claimant may review certain non-privileged information relating to the request for review.

**Time Limits for Claimant to Request a Claim Review (Appeal).** The claimant must request a claim review within 60 Days after receiving a claim denial notice for death or dismemberment.

**Notice of Review Decision.** We will review the claim and send the claimant a written notice of Our decision. The notice will explain the reasons for Our decision. If We uphold the denial of all or part of the claim, We will also describe:

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

**Time Limits for Our Review Decision.** For a death or dismemberment claim, the notice will be sent within:

- (1) 60 Days after We receive the request for review; or
- (2) 120 Days, if a special case requires more time.

If We need more time to process an appeal in a special case, We will send the claimant a written delay notice by the 30<sup>th</sup> Day after receiving the request for review. The notice will explain:

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

**Exception:** If We need more information from the claimant to process an appeal, it must be supplied within 45 Days after We request it. The resulting delay will not count toward the above time limits for appeal processing.

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

**RIGHT OF RECOVERY.** If benefits have been overpaid on any claim, We must be repaid within 60 Days. Repayment is required whether the overpayment is due to fraud, Our error in processing a claim, or any other reason. If You do not repay an overpayment, We have the right to:

- (1) reduce future benefits payable to You, Your Beneficiary, or Your estate under this Certificate or any other group insurance policy We issue until full reimbursement is made; and
- (2) recover overpayments from You, Your Beneficiary, or Your estate.

**Exception.** Whether in litigation or otherwise, a claim may be settled against one or more other people for:

- (1) personal injuries;
- (2) medical, dental, or podiatric malpractice; or
- (3) wrongful death.

When such a claim is settled, it is conclusively presumed that the settlement does not include any compensation for the cost of health care services, loss of earnings, or other economic loss, to the extent those losses or

**CLAIM PROCEDURES**  
**For**  
**Group AD&D Insurance**  
**(Continued)**

expenses must be paid by Us. Entry into this type of settlement will not be deemed to be acting in derogation of Our right of recovery, or a to be violation of the Policy.

No person entering into such a settlement will be subject to a claim for reimbursement by Us. We have no right of reimbursement against any such settling person, or any other party to such a settlement, with respect to the losses We are obligated to pay.

**LEGAL ACTIONS.** A claimant may not bring a legal action to recover any benefits until 60 Days after the required written proof of claim has been given. No such legal action may be brought more than two years after the Date written proof of claim is required.

## ASSIGNMENTS

**ASSIGNMENTS.** We will accept the absolute assignment of Your Life Insurance provided by this Certificate to a third party as a gift or for value. Such an assignment transfers all rights under this Certificate, including the rights to:

- (1) name and change the Beneficiary, unless an irrevocable Beneficiary has been named;
- (2) pay the required Premiums; and
- (3) obtain an individual policy, by exercising the Conversion Privilege.

However, We will not accept an assignment of any Dependent Insurance under this Certificate.

To be binding on Us, an assignment must be:

- (1) in a form acceptable to Us;
- (2) filed at the Our Group Insurance Service Office (or other office We designate); and
- (3) accepted in writing by Us.

The assignment:

- (1) will take effect as of the Date it was signed, even if You are not alive when it is received; and
- (2) will not apply to any payment We make before receiving Your notice of the assignment.

We assume no obligation as to the validity of any assignment.

## BENEFICIARY

**PAYMENTS TO BENEFICIARY.** Any amount payable as a result of Your death will be paid to the named Beneficiary who survives You.

**NAMING THE BENEFICIARY.** Your Beneficiary will be as shown on Your Beneficiary designation for this insurance. If the Policy replaced a group policy providing similar insurance, Your Beneficiary named under the prior policy will be the Beneficiary under Our Policy, until changed.

**Multiple Beneficiaries.** You may name one or more Beneficiaries, and control the order and share of payment made to each named Beneficiary. Any person You choose to receive Your benefits first is known as a primary Beneficiary. You may also choose contingent Beneficiaries. If there are no surviving primary Beneficiaries when You die, benefits will be paid to Your contingent Beneficiaries.

If more than one Beneficiary is named and You do not designate the order or share of payment, benefits will be paid equally to Your Beneficiaries. If a named Beneficiary dies and You do not otherwise designate how that Beneficiary's share will be paid, then:

- (1) that share will be divided and paid equally to Your surviving Beneficiaries; and
- (2) all benefits will be paid to a single Beneficiary, if only one survives.

**No Beneficiary Named or Surviving.** If You have not named a Beneficiary, or if no named Beneficiaries survive You, payment will be made to Your:

- (1) Spouse; or, if none
- (2) surviving child or children in equal shares; or, if none
- (3) surviving grandchild or grandchildren in equal shares; or, if none
- (4) surviving parent or parents in equal shares; or, if none
- (5) surviving sibling or siblings in equal shares; or, if none
- (6) estate.

In determining who is to receive payment, We may rely on an affidavit by a member of the class to receive payment. Unless We receive written notice at Our Group Insurance Service Office in Omaha, Nebraska of a valid claim by some other person before paying the proceeds, We will make payment based on the affidavit We have received. Such payment will release Us from any further obligation for any applicable benefit.

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

If the person who would otherwise receive payment dies:

- (1) within 15 Days of Your death; and
- (2) before We receive satisfactory proof of Your death;

payment will be made as if You had survived that person, unless other provisions have been made.

**CHANGING THE BENEFICIARY.** Only You or Your absolute assignee may change a Beneficiary. Beneficiaries may be named or changed at any time. A new Beneficiary may be named by submitting a Beneficiary designation change to the Group Policyholder prior to Your death. Subject to any action We take before receiving notice, any change to Your Beneficiary will be effective:

- (1) the Date it was completed; or
- (2) for written notice, the Date it was signed and delivered to the Group Policyholder.

**TERMINATION  
For  
Your Insurance**

**DATE OF TERMINATION.** Your insurance will terminate at 12:00 midnight of the earliest of:

- (1) the Date the Policy terminates or the Participating Organization's participation terminates (but without prejudice to any claim incurred prior to termination.);
- (2) the Date Your Class is no longer eligible for insurance;
- (3) the Date You cease to be a member of the Eligible Class, retire, attain age 80 or die;
- (4) the last Day of the Insurance Month in which You request termination;
- (5) the last Day of the last Insurance Month for which Premium payment is made on Your behalf;
- (6) the end of the period for which the last required Premium has been paid;
- (7) with respect to any particular insurance benefit, the Date that benefit terminates;
- (8) the Date Your employment with the Group Policyholder terminates;

unless insurance is continued as provided in the Continuation Rights or Continuation provisions.

If insurance is not continued beyond the Date of termination, it may be possible to purchase an individual life insurance policy in accordance with the Conversion Privilege provision of the Policy.

**EFFECT OF TERMINATION ON YOUR BENEFITS.** Termination will have no effect on benefits payable for a claim incurred while You were insured under the Policy.

**POLICY TERMINATION NOTICE TO YOU.** The Group Policyholder will provide You with written notice at least 30 Days prior to the termination of Your insurance due to Policy termination.

## CONTINUATION RIGHTS

### For You

**CONTINUATION RIGHTS FOR YOU.** Ceasing Active Work results in termination of Your eligibility for insurance, but insurance may be continued as follows.

**Family or Medical Leave.** If You go on an approved Family or Medical Leave and are **not** entitled to any more favorable continuation available during disability, insurance may be continued after the leave begins until the earliest of:

- (1) the end of the period shown in the Schedule of Benefits;
- (2) the end of the leave period approved by the Group Policyholder;
- (3) the end of the leave period required by federal law, or any more favorable period required by a similar state law;
- (4) the Date You notify the Group Policyholder that You will not return; or
- (5) the Date You begin employment with another employer.

The required Premium payments must be received from the Group Policyholder throughout the period of continued insurance.

**Other Leave of Absence.** When You cease work due to an approved leave of absence (other than an approved Family or Medical Leave or Military Leave), insurance may be continued after the leave of absence begins until the end of the period shown in the Schedule of Benefits. The required Premiums must be received from the Group Policyholder throughout the period of continued insurance.

**Conditions for Your Continuation Rights.** In administering the above continuations, the Group Policyholder must not act so as to discriminate unfairly among Employees in similar situations. Insurance may not be continued when You Cease Active Work due to a labor dispute, strike, work slowdown or lockout.

**Continuation and Conversion Following Your Continuation Rights.** When Your Continuation Rights end, You may be entitled to:

- (1) continue insurance as provided in the Continuation provision; or
- (2) purchase an individual policy in accordance with the Conversion Privilege provision.

**CONTINUATION RIGHTS FOR YOUR DEPENDENTS.** Your Dependents may continue Dependent Insurance as follows.

**Your Death.** If Dependent Insurance terminates due to Your death, Dependent Insurance may be continued:

- (1) until the end of the Surviving Dependents period shown in the Schedule of Benefits, or any longer period, if required by state or federal law;
- (2) provided the Group Policyholder submits the Premium on behalf of the surviving Dependents, and the Policy remains in force.

**Unmarried Students on Medical Leave of Absence.** Dependent Insurance may be continued until the end of the Student Medical Leave of Absence period shown in the Schedule of Benefits, for Your unmarried Child:

- (1) who is a Student; and
- (2) who is required to take a medical leave of absence from school due to illness.

Proof of the necessity of the leave must be sent to Us by the Student's Physician. The insurance will not continue beyond the age at which it would otherwise terminate. The required Premium payments must be received from the Group Policyholder throughout the period of continued insurance.

**Conversion Following Continuation Rights.** When Your Dependent's Continuation Rights end, he or she may be entitled to purchase an individual policy in accordance with the Conversion Privilege provision.

**CONTINUATION  
For  
Your Insurance**

**CONTINUATION FOR YOU.** If Your Qualifying Insurance ends, You may be eligible for Continuation. Continuation allows You to extend Your Qualifying Insurance under this Certificate. Continuation follows any other Continuation Rights that are provided. Continuation is available when Your Qualifying Insurance ends because:

- (1) Your employment with the Group Policyholder terminates; or
- (2) You retire before reaching the SSNRA shown in the Schedule of Benefits.

To continue insurance under this provision, You must:

- (1) notify Us and pay the applicable Premium within 31 Days of the Date the Qualifying Insurance would otherwise end, or during any extended notice period described in the Notice of Continuation provision; and
- (2) have been insured under the Certificate, or any Prior Plan that contains substantially similar benefits, for at least 12 consecutive months just prior to the Date the Qualifying Insurance ends.

**Maximum Duration.** Subject to Termination of Continuation, the Maximum Duration You may continue any Qualifying Insurance under this provision is shown in the Schedule of Benefits.

**Limitations on Continuation.** Continuation is not available when insurance ends because of:

- (1) Sickness or Injury;
- (2) nonpayment of Premiums;
- (3) Policy termination;
- (4) retiring after on or after reaching the SSNRA shown in the Schedule of Benefits;
- (5) entering armed services of any state or country on active duty;
- (6) any scheduled age-based reductions shown in the Schedule of Benefits;
- (7) Your organization ceasing to be a Participating Organization; or
- (8) Your Spouse or Child ceasing to be an eligible Dependent.

**Qualifying Insurance.** For purposes of this Continuation for You section, Qualifying Insurance is Your Insurance provided by this Certificate.

**Premium.** You are required to pay Us Premium to continue insurance under the Continuation provision. We will send You a billing statement on or before each Premium due Date. You must pay Premium directly to Us on or before each due Date, throughout the period of continued insurance. The required Premium will equal:

- (1) the group rate; plus
- (2) a direct billing fee based on the Premium frequency You choose.

You may request to change the Premium frequency if You notify Us in advance at any time the insurance is in force, except during a Grace Period.

**Amount of Insurance.** Continuation is only available for amounts of insurance for which no application has been made under the Policy's Conversion Privilege. Any Life Insurance that takes effect as a result of exercising the rights under the Conversion Privilege section of this Certificate will reduce the amount of continued insurance that remains in effect. The amount of insurance continued under this provision may not exceed the maximum amount shown in the Schedule of Benefits. During the continuation period:

- (1) continued insurance may not be increased; and
- (2) additional dependents may not be enrolled for Dependent Insurance.

Continued insurance will be subject to any reductions on account of Your Spouse's age, as shown in the Schedule of Benefits.

**CONTINUATION  
(Continued)  
For  
Your Insurance**

You may decrease the amount of continued insurance at any time during the continuation period by completing a request form supplied by Us. The decrease will take effect on the first day of the Insurance Month after We receive the request.

**Termination of Your Continuation.** Insurance continued under this section ends on the earliest of:

- (1) the Date the Policy terminates;
- (2) the Date We receive a written request from You to terminate the insurance;
- (3) the last Day of the period for which You paid Premiums;
- (4) the Date You die;
- (5) the Date the Maximum Continuation Duration shown in the Schedule of Benefits ends;
- (6) the Date You return to an eligible class under the Policy; or
- (7) the Date insurance would otherwise end had You remained an Employee.

**Conversion Following Continuation.** At any time that Continuation ends, You may be entitled to purchase an individual policy in accordance with the Conversion Privilege provision of the Policy. The Conversion Privilege is available when life insurance continued under this provision:

- (1) ceases because of termination of employment;
- (2) ceases because of termination of membership in the class or classes eligible to be insured under the Policy;
- (3) ceases because of termination of the Policy; or
- (4) is reduced, including any reductions due to amendment of the Policy or Certificate.

If conversion is available following Continuation, application must be made to Us within a specific period after insurance continued under this provision ends. See the Notice of Right to Convert under the Conversion Privilege section of this Certificate for details.

## GENERAL PROVISIONS

### For You

**ENTIRE CONTRACT.** The rights of the Group Policyholder, You, or Beneficiary will not be affected by any provision not contained in the entire contract. The entire contract with the Group Policyholder includes:

- (1) the Policy and any amendments to it;
- (2) the Group Policyholder's application, if any;
- (3) any Participating Organization's application or Participation Agreement;
- (4) any individual applications for You; and
- (5) the Certificate for each insured class and any amendments to it.

**CONTRACT CHANGES.** Only a Company Officer located in Our Group Insurance Service Office in Omaha, Nebraska has the authority to:

- (1) determine the insurability of a group or any individual within a group, subject to the Incontestability provision;
- (2) make a contract in Our name;
- (3) amend or waive any provision of the Policy; or
- (4) extend the time for payment of any Premium.

No change in the Policy will be valid, unless it is:

- (1) made in writing;
- (2) agreed upon by an underwriting officer;
- (3) signed by a Company officer as described above; and
- (4) attached to or endorsed on the Policy.

The Group Policyholder's signature is required for any change that affect rights and benefits.

No agent has the authority to change the Policy or to waive any of its provisions.

**INCONTESTABILITY.** Except for the non-payment of Premiums, We may not contest the validity of the Policy after it has been in force for two years from its Date of issue, and as to You, after the insurance has been in force for two years during Your lifetime.

All statements made by You are representations and not warranties. No statement made by You relating to insurability will be used to contest the insurance provided by the Policy or to reduce benefits, unless:

- (1) it is contained in a written statement signed by You; and
- (2) a copy of the statement has been furnished to You, or Your Beneficiary or personal representative.

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

**CURRENCY.** In administering this Certificate all Premium and benefit amounts must be paid in U.S. dollars.

**WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE.** The Policy does not replace or provide benefits required by:

- (1) Workers' Compensation laws; or
- (2) any state temporary disability insurance plan laws.

**MISSTATEMENT OF AGE.** If Your age has been misstated, the correct age will be used to determine if insurance is in effect and adjust benefits and Premium, as appropriate. The adjustment will be retroactive, and will be based upon the person's correct age.

## **GENERAL PROVISIONS**

### **For You (Continued)**

**ASSIGNMENT.** The rights and benefits under this Certificate may be assigned only as described in the Assignments provision.

## **GENERAL DEFINITIONS**

### **For You**

**ACT OF WAR** means any act peculiar to military, naval, or air operations in time of War.

**ACTIVE, ACTIVE WORK, or ACTIVELY AT WORK** means Your performance, for at least the Minimum Hours shown in the Schedule of Benefits, of all customary duties of Your occupation at:

- (1) the Group Policyholder's place of business; or
- (2) any other business location designated by the Group Policyholder.

Unless disabled on the prior workday or on the Day of absence, You will be considered Actively at Work on the following Days:

- (1) a non-scheduled workday or holiday;
- (2) a paid vacation Day, or other scheduled or unscheduled non-workday; or
- (3) a non-medical leave of absence of the end of the month following the month in which the leave begins or less, whether taken with the Group Policyholder's prior approval or on an emergency basis.

**ANNUAL ENROLLMENT PERIOD** means the calendar year period designated by the Group Policyholder, and approved by Us, during which You may be eligible to purchase or make changes to Your insurance provided by this Certificate.

**ARMED FORCES** means the military, naval, or air forces of any country, international organization, or combination of countries.

**ATTACHED CIVILIAN UNIT** means a civilian non-combatant unit serving with any armed forces.

**BENEFICIARY** means the person(s) to whom We will pay insurance benefits in accordance with the Beneficiary provision of the Certificate.

**CERTIFICATE** means the Group Certificate which contains the main provisions of the Policy. The Certificate includes any amendments which may be attached to it.

**CHANGE IN FAMILY STATUS** means a marriage, divorce, birth, adoption, death, or change of employment or eligibility status or other event that qualifies under the requirements of Section 125 of the Internal Revenue Code of 1986, as amended. Change in Family Status also means:

- (1) the formation or dissolution of a Life Partnership; or
- (2) involuntary loss of comparable insurance under a Spouse benefit plan.

Change in Family Status **does not** include a change in employment or eligibility status due solely to a disability.

**COMPANY** means Lincoln Life & Annuity Company of New York, a New York corporation. Its Group Insurance Service Office address is 8801 Indian Hills Drive, Omaha, NE 68114-4066.

**DAY OR DATE** means the period of time that begins at 12:01 a.m. and ends at 12:00 midnight when used with regard to eligibility dates and effective dates. When used with regard to termination dates, it means 12:00 midnight. Day or Date is based on the time at the Group Policyholder's place of business.

**ELIGIBILITY WAITING PERIOD** means the period of time You must be in an eligible class with the Group Policyholder, before You become eligible to enroll for insurance under the Policy.

The period of service must be continuous, except as explained in the Eligibility section captioned Prior Service Credit Towards Waiting Period. The Eligibility Waiting Period may be waived if You qualify under the Reinstatement Rights.

## GENERAL DEFINITIONS

### For You (Continued)

**EMPLOYEE** means a person:

- (1) whose employment with the Group Policyholder is the person's main occupation;
- (2) whose employment is for regular wage or salary;
- (3) who is Actively at Work;
- (4) who is a member of an eligible class under the Policy;
- (5) who is not a temporary or seasonal employee; and
- (6) who legally works in the United States.

Employee includes a full-time or regular part-time Employee of the Group Policyholder. Any reference to Employee includes a Partner, or Owner of the Group Policyholder, and a former Employee who has elected Continuation.

**EMPLOYER** means the Group Policyholder. It includes any division, subsidiary or affiliated company named in the Application or Participation Agreement.

**FAMILY or MEDICAL LEAVE** means an approved leave of absence that:

- (1) is subject to the federal FMLA law (the Family and Medical Leave Act of 1993 and any amendments to it) or a similar state law;
- (2) is taken in accordance with the Group Policyholder's leave policy and the law which applies; and
- (3) does not exceed the period approved by the Group Policyholder and required by that law.

The leave period may:

- (1) consist of consecutive or intermittent work Days; or
- (2) be granted on a part-time equivalency basis.

If You are entitled to a leave under both the federal FMLA law and a similar state law, the leave period that is more favorable to You will apply. If You are on an FMLA leave due to Your own health condition on the Group Policy Effective Date, You are not considered Actively at Work.

**GROUP POLICYHOLDER** means the person, partnership, corporation, trust, or other organization, as shown on the Face Page of this Certificate.

**HOME AREA** means the fifty states of the United States, the District of Columbia, and Canada.

**INJURY OR INJURED** means bodily harm that occurs independently of Sickness, infirmity, or any other cause.

**INSURANCE MONTH** means that period of time shown on the Schedule of Benefits:

- (1) beginning at 12:01 a.m.; and
- (2) ending at 12:00 midnight;

at the Group Policyholder's primary place of business.

**OWN OCCUPATION** means the occupation, trade or profession:

- (1) in which You were employed with the Group Policyholder prior to becoming disabled; and
- (2) which was Your main source of earned income prior to becoming disabled.

It means a collective description of related jobs, as defined by the U.S. Department of Labor Dictionary of Occupational Titles. It includes any work in the same occupation for pay or profit, regardless of:

- (1) whether such work is with the Group Policyholder, with some other firm, or on a self-employed basis; or
- (2) whether a suitable opening is currently available with the Employer or in the local labor market.

## GENERAL DEFINITIONS

### For You (Continued)

**PARTICIPATING ORGANIZATION** means an organization that We have approved for participation in the insurance provided by the Policy.

**PERSON** means an Employee of the Group Policyholder who is a member of a class that is eligible for insurance under the Policy.

**PHYSICIAN** means any legally qualified practitioner of the healing arts acting within the scope of his or her license.

Physician does **not** include You or Your Relatives.

**POLICY** means the Group Insurance policy issued by Us to the Group Policyholder.

**PREMIUM** means the amount charged for the insurance provided by the Policy.

**REINSTATEMENT or TO REINSTATE** means to enroll or re-enroll for the Policy's insurance, without completing a new Eligibility Waiting Period or providing Evidence of Insurability.

**RELATIVE** means a person connected to You by blood, marriage, or affinity. Relatives include, but are not limited to, Your:

- (1) Spouse, siblings, parents, Children and grandparents; and
- (2) Spouse's relatives of like degree.

**SICKNESS** means illness or disease.

**SPECIAL HAZARDS**, as used in the War and Service in Armed Forces exclusion, means hazards resulting in Your death being presumed by reason of being missing, in action or otherwise, or death from disease or injury, accidental or otherwise, to which a person serving in, or with, any armed forces or attached civilian units is exposed in the line of duty.

**TOTAL DISABILITY or TOTALLY DISABLED** as used in the Waiver of Premium Benefits, means You are unable, due to Sickness or Injury, to engage full-time in any employment or occupation for which You are or become qualified by reason of education, training, or experience.

**WAR**, as used in the War and Service in Armed Forces exclusion, means any War declared or undeclared, and armed aggression resisted by any armed forces.

**WE, OUR, or US** refer to Lincoln Life & Annuity Company of New York, a New York corporation. Its Group Insurance Service Office address is 8801 Indian Hills Drive, Omaha, NE 68114-4066.

**YOU, YOUR, and YOURS** means the Person for whom Policy insurance is in effect.

**YOUR INSURANCE** means any insurance provided by the Policy for You.

**LIFE INSURANCE DEFINITIONS**  
**For You**

**CLAIMANT** as used in the Accelerated Death Benefit provision, means the terminally ill person whose Life Insurance is the subject of a request for the Accelerated Death Benefit.

**LIFE INSURANCE** means any life insurance provided by the Policy for You.

**REMAINING LIFE INSURANCE** as used in the Accelerated Death Benefit provision, means the amount of Life Insurance which remains in force on the Claimant's life after an Accelerated Death Benefit is paid. The Remaining Life Insurance will equal:

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

**TOTAL AND PERMANENT DISABILITY**, as used in the Conversion Privilege, means that due to a Sickness or Injury You:

- (1) are continuously unable to engage in any employment or occupation for which You are, or become, qualified by reason of education, training, or experience for at least 12 months in a row;  
and
- (2) do not engage in any gainful employment or occupation during that period.

**AD&D INSURANCE DEFINITIONS**  
**For You**

**ACCIDENT OR ACCIDENTAL** means an event or occurrence that:

- (1) was not reasonably foreseeable, or that could not have been reasonably expected or anticipated; and
- (2) is sustained while insured under the Policy.

**ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE** means AD&D Insurance provided by the Policy for the Insured.

**IN TRAINING** means You are enrolled as a student in any school that retrains or refreshes skills needed for employment. The survivor's enrollment must be in effect on the Date of death, or within 365 Days after that Date.

**LEGALLY OPERATED** means being driven by a person:

- (1) with a valid driver's license; and
- (2) within the legal speed limit in the jurisdiction in which the Accident occurred.

**LOSS(ES)** includes the following:

- (1) **Loss of Arm**, which means complete and permanent severance at or above the elbow;
- (2) **Loss of Foot**, which means complete and permanent severance through or above the ankle but below the knee;
- (3) **Loss of Hand**, which means complete and permanent severance through or above the wrist but below the elbow;
- (4) **Loss of Hearing**, which means complete and permanent deafness in an ear that cannot be corrected to any functional degree by any aid or device;
- (5) **Loss of Finger**, which means complete and permanent severance of the finger, through or above the joint proximal to the metacarpal joint;
- (6) **Loss of Toe**, which means complete and permanent severance of the toe, through or above the joint proximal to the metatarsal joint;
- (7) **Loss of Leg**, which means complete and permanent severance at or above the knee;
- (8) **Loss of Life**, which means death, as evidenced by a certified copy of a death certificate;
- (9) **Loss of Sight**, which means uncorrectable and permanent reduction of visual acuity to 20/200 or worse, or reduction in field of vision to less than 20 degrees;
- (10) **Loss of Speech**, which means complete and permanent loss of audible communication;
- (11) **Loss of Thumb and Index Finger**, which means complete and permanent severance of the thumb and index finger of the same hand, through or above the joint proximal to the metatarsal joint;
- (12) **Hemiplegia**, which means Paralysis of the upper and lower limbs on one side of the body;
- (13) **Paraplegia**, which means Paralysis of both lower limbs;
- (14) **Quadriplegia**, which means Paralysis of both upper and lower limbs;
- (15) **Tripelgia**, which means Paralysis of three limbs; and
- (16) **Uniplegia**, which means Paralysis of one limb.

**MOTOR VEHICLE** means any vehicle driven or drawn by an internal combustion engine, an electric motor, or by some combination of the two, that may be registered for use on public streets, roads, and highways. Motor Vehicle excludes tractors and scooters. It does not include a car owned or leased by the Group Policyholder.

**MOTOR VEHICLE ACCIDENT** means Your unintentional collision, while driving or riding in a Legally Operated Motor Vehicle, with:

- (1) another vehicle;
- (2) an object; or
- (3) a person or animal.

## **AD&D INSURANCE DEFINITIONS**

### **For You (Continued)**

The Motor Vehicle Accident must occur while You are insured for the Safe Driver benefit.

**MOTORCYCLE** means a motor-driven vehicle with no more than three wheels and a seat or saddle for the driver. This also includes sidecars. An operator of a Motorcycle must have appropriate licensing to operate the vehicle. It does not include all-terrain vehicles.

**MOPED** means a motor-driven vehicle with two wheels and an engine size of not more than 50 cubic centimeters.

**NON-MOTORIZED BICYCLE** means a single-track, human-powered vehicle with no more than three wheels which adheres to the International Organization for Standardization (ISO) 4210 safety requirements.

**PARALYSIS** means total and permanent loss or use of a limb, without severance.

**SCHEDULED LOSS** means a Loss that is shown in this Certificate's Schedule of Benefits.

**SCOOTER** means a motorized vehicle that has a step-through frame, and a platform or integrated footrests.

**SEAT BELT** means a properly installed:

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

## SUMMARY PLAN DESCRIPTION

The following information together with your group insurance certificate issued to you by The Lincoln National Life Insurance Company of Fort Wayne, Indiana, is the Summary Plan Description required by the Employee Retirement Income Security Act of 1974 to be distributed to participants in the Plan. This Summary Plan Description is only intended to provide an outline of the Plan's benefits. The Plan Document will govern if there is any discrepancy between the information contained in this Description and the Plan.

The name of the Plan is: Group Life and Accidental Death and Dismemberment Insurance for Employees of Apple Bank

The name, address and ZIP code of the Sponsor of the Plan is: Apple Bank;122 East 42nd Street;New York, NY 10168

Employer Identification Number (EIN): 13-0822710

IRS Plan Number: 505

The name, business address, ZIP code and business telephone number of the Plan Administrator is: Apple Bank;122 East 42nd Street;New York, NY 10168;914-902-2775

The Plan Administrator is responsible for the administration of the Plan and is the designated agent for the service of legal process for the Plan. Functions performed by the Plan Administrator include: the receipt and deposit of contributions, maintenance of records of Plan participants, authorization and payment of Plan administrative expenses, selection of the insurance consultant, selection of the insurance carrier and assisting The Lincoln National Life Insurance Company. The Lincoln National Life Insurance Company has the sole discretionary authority to determine eligibility and to administer claims in accord with its interpretation of policy provisions, on the Plan Administrator's behalf.

Type of Administration. The Plan is administered directly by the Plan Administrator with benefits provided in accordance with provisions of the group insurance policy issued by The Lincoln National Life Insurance Company whose Group Insurance Service Office address is 8801 Indian Hills Drive, Omaha, Nebraska.

Type of Plan. The benefits provided under the Plan are: Group Life and Accidental Death and Dismemberment (AD&D) Insurance

Type of Funding Arrangement: The Lincoln National Life Insurance Company

All employees are given a Certificate of Group Insurance which contains a detailed description of the Benefits. The Certificate also contains the Schedule of Benefits which includes the amount of your Life insurance, AD&D Principal Sum, Dependent Life insurance amounts (if any), Waiting Period and age reduction information. If your Booklet, Certificate or Schedule of Benefits has been misplaced, you may obtain a copy from the Plan Administrator at no charge.

Eligibility. All active permanent hourly Employees with three or more years of service who was hired after October 1, 1989

Waiting Period. (For Date insurance begins, refer to "Effective Dates" section.)

- (1) Covered Employees must work 1,000 hours in the year prior
- (2) Covered Employees must work 1,000 hours in the year prior

Contributions.

## SUMMARY PLAN DESCRIPTION

You are not required to contribute to the cost of Your Basic Life Insurance.

You are not required to contribute to the cost of Your Basic AD&D Insurance.

The Plan's fiscal year ends on: January 1st - December 31st

The name and section of relevant Collective Bargaining Agreements: None

The name, title and address of each Plan Trustee: None

**Loss of Benefits.** The Plan Administrator may terminate the policy, or subject to The Lincoln National Life Insurance Company's approval, may modify, amend or change the provisions, terms and conditions of the policy. Coverage will also terminate if the premiums are not paid when due. No consent of any Insured or any other person referred to in the policy will be required to terminate, modify, amend or change the policy. See your Plan Administrator to determine what, if any, arrangements may be made to continue your coverage beyond the date you cease active work.

**Claims Procedures.** You may obtain claim forms and instructions for filing claims from the Plan Administrator or from the Group Insurance Service Office of The Lincoln National Life Insurance Company. To expedite the processing of your claim, instructions on the claim form should be followed carefully; be sure all questions are answered fully. In accordance with ERISA, The Lincoln National Life Insurance Company will send you or your beneficiary a written notice of its claim decision within:

- 90 days after receiving the first proof of a death or dismemberment claim (180 days under special circumstances);
- 45 days after receiving the first proof of a claim for any Waiver of Premium Benefit or Accelerated Death Benefit, if available under the Policy (105 days under special circumstances).

If a claim is partially or wholly denied, this written notice will explain the reason(s) for denial, how a review of the decision may be requested, and whether more information is needed to support the claim. You, or another person on your behalf, may request a review of the claim by making a written request to The Lincoln National Life Insurance Company within:

- 60 days after receiving a denial notice of a death or dismemberment claim.;
- 180 days after receiving a denial notice of a claim for any Waiver of Premium Benefit or Accelerated Death Benefit, if available under the Policy.

This written request for review should state the reasons why you feel the claim should not have been denied and should include any additional documentation to support your claim. You may also submit for consideration additional questions or comments you feel are appropriate, and you may review certain non-privileged information relating to the request for review. The Lincoln National Life Insurance Company will make a full and fair review of the claim and provide a final written decision to you or your beneficiary within:

- 60 days after receiving the request for a review of a death or dismemberment claim (120 days under special circumstances);
- 45 days after receiving the request for review of a claim for any Waiver of Premium Benefit or Accelerated Death Benefit, if available under the Policy (90 days under special circumstances).

If more information is needed to resolve a claim, the information must be supplied within 45 days after requested. Any resulting delay will not count toward the above time limits for claims or appeals processing. Please refer to your certificate of insurance for more information about how to file a claim, how to appeal a denied claim, and for details regarding the claims procedures.

## SUMMARY PLAN DESCRIPTION

### Statement of ERISA Rights

The following statement of ERISA rights is required by federal law and regulation. As a participant in this plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

**Receive Information About Your Plan and Benefits.** Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series), if any, filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series), if any, and updated summary plan description. The administrator may make a reasonable charge for copies.

Receive a summary of the plan's annual financial report if the plan covers 100 or more participants. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

**Prudent Actions by Plan Fiduciaries.** In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

**Enforce Your Rights.** If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

**Assistance with Your Questions.** If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor (listed in your telephone directory) or contact the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

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## What Does Lincoln Financial Do with Your Personal Information?

The Lincoln Financial companies\* are committed to protecting your privacy. To provide the products and services you expect from a financial services leader, we must collect personal information about you. This Notice describes our current privacy practices. While your relationship with us continues, we will update and send our Privacy Practices Notice as required by law. Even after that relationship ends, we will continue to protect your personal information. You do not need to take any action because of this Notice, but you do have certain rights as described below.

We are committed to the responsible use of information and protecting individual privacy rights. As such, we look to leading data protection standards to guide our privacy program. These standards include collecting data through fair and lawful means, such as obtaining your consent when appropriate.

Financial companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this carefully to understand what we do.

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## Information We May Collect and Use

We collect personal information about you:

- to help us identify you as a consumer, our customer or our former customer;
- to process your requests and transactions;
- to offer investment, insurance, retirement and other financial services to you;
- to pay your claim;
- to analyze in order to enhance our products and services;
- to tell you about our products or services we believe you may want and use; and
- as otherwise permitted by law.

The types of personal information we collect depend on your relationship and on the products or services you request and may include the following:

- **Information from you:** When you submit your application or other forms, you give us information such as your name; address; Social Security number; your financial health; and employment history. We may also collect voice recordings or biometric data for use in accordance with applicable law.
- **Information about your transactions:** We maintain information about your transactions with us, such as the products you buy from us; the amount you paid for those products; your account balances; payment details; and your payment and claims history.
- **Information from outside our family of companies:** If you are applying for or purchasing insurance products, we may collect information from consumer reporting agencies, such as your credit history; credit scores; and driving and employment records. With your authorization, we may also collect information (such as medical information, retirement information, and information related to Social Security benefits), from other individuals or businesses.
- **Information from your employer:** If your employer applies for or purchases group products from us, we may obtain information about you from your employer or group representative to enroll you in the plan.

When you are no longer our customer, we continue to share your information as described in this notice.

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## How We Share and Use Your Personal Information

We may share your personal information within our companies and with certain service providers. They may use this information:

- to process transactions you, your employer, or your group representative have requested;
- to provide customer service;
- to analyze in order to evaluate or enhance our products and services;
- to gain customer insight; to provide education and training to our workforce and customers; and/or
- to inform you of products or services we offer that you may find useful.

Our service providers may or may not be affiliated with us. Affiliates are companies related by common ownership or control. Nonaffiliates are companies not related by common ownership or control. They include:

- Financial service providers: third party administrators; broker-dealers; insurance agents and brokers; registered representatives; reinsurers and other financial services companies with which we have joint marketing agreements. A joint marketing agreement is a formal agreement between nonaffiliated financial companies that together market financial products or services to you. Our joint marketing partners include, but are not limited to, insurance providers and financial technology solutions.
- Non-financial companies and individuals: consultants; vendors; and companies that perform marketing services on our behalf.

Information we obtain from a report prepared by a service provider may be kept by the service provider and shared with other persons; however, we require our service providers to protect your personal information and to use or disclose it only for the work they are performing for us, or as permitted by law. We may execute agreements with our service providers that permit the service provider to process your personal information outside of the United States, when not prohibited by our contracts and permitted by applicable law.

When you apply for one of our products:

- We may share information about your application with credit bureaus.
- We may provide information to group policy owners or their designees (for example, to your employer for employer-sponsored plans and their authorized service providers).
- We may provide information to regulatory authorities, law enforcement officials, and to other nonaffiliated or affiliated parties as permitted by law.
- In the event of a sale of all or part of our businesses, we may share customer information with the acquiror as part of the sale.
- **We do not sell or release your information to outside marketers who may want to offer you their own products and services unless we receive your express consent; nor do we release information we receive about you from a consumer reporting agency.**

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Lincoln chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Lincoln share?	Can you limit this sharing?
<b>For our everyday business purposes</b> —such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> —to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> —information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> —information about your creditworthiness	No	We Don't Share
<b>For our affiliates to market to you</b>	Yes	Yes (We only share if we receive your express consent)
<b>For nonaffiliates to market to you</b>	Yes	Yes (We only share if we receive your express consent)

Federal law gives you the right to limit only:

- sharing for our affiliates' everyday business purposes – information about your creditworthiness;
- sharing for our affiliates to market to you; and
- sharing for nonaffiliates to market to you.

State laws and individual companies may give you additional rights to limit sharing. California residents can review our California Privacy Notice located at <https://www.lincolnfinancial.com/public/general/privacy/californiaprivacynotice>.

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## Security of Information

We have an important responsibility to keep your information safe. We use safeguards to protect your information from unauthorized disclosure. To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. Our employees are authorized to access your information only when they need it to perform their job responsibilities. Employees who have access to your personal information are required to keep it confidential. Employees are required to complete privacy training annually.

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## Your Rights Regarding Your Personal Information

This Privacy Notice describes how you can exercise your rights regarding your personal information. Lincoln complies with all applicable laws and regulations regarding the provision of personal information. The rights provided to you in this Privacy Notice will be administered in accordance with your state's specific laws and regulations.

**Access to personal information:** You must submit a written request to receive a copy of your personal information. You may see your personal information in person, or you may ask us to send you a copy of your personal information by mail or electronically, whichever you prefer. We will need to verify your identity before we process the request. Within 30 business days of receiving your request, we will, depending on the specific request you make, (1) inform you of the nature and substance of the recorded personal information we have about you; (2) permit you to obtain a copy of your personal information; and (3) provide the identity (if recorded) of persons to whom we disclosed your personal information within two years prior to the request (if this information is not recorded, we will provide you with the names of those insurance institutions, agents, insurance support organizations or other persons to whom such information is normally disclosed). We will send you notification within 30 business days if we need additional time to respond to your request. If you request a copy of your information by mail, we may charge you a fee for copying and mailing costs.

**Changes to personal information:** If you believe that your personal information is inaccurate or incomplete, you may ask us to correct, amend, or delete the information. Your request must be in writing and must include the reason you are requesting the change. We will respond within 30 business days from the date we receive your request.

If we make changes to your records as a result of your request, we will notify you in writing and we will send the updated information, at your request, to any person who may have received your personal information within the past two years. We will also send the updated information to any insurance support organization that gave us the information and any insurance support organization that systematically received personal information from us within the prior 7 years unless that support organization no longer maintains your personal information.

If we deny your request to correct, amend, or delete your information, we will provide you with the reasons for the denial. You may write to us and concisely describe what you believe our records should say and why you disagree with our denial of your request to correct, amend, or delete that information. We will file this communication from you with the disputed information, identify the disputed information if it is disclosed, and provide notice of the disagreement to the recipients and in the manner described in the paragraph above.

**Basis for adverse underwriting decision:** You may ask in writing for the specific reasons for an adverse underwriting decision. An adverse underwriting decision is where we decline your application for insurance, offer to insure you at a higher than standard rate, or terminate your coverage.

Your state may provide for additional privacy protections under applicable laws. We will protect your information in accordance with these additional protections.

If you would like to exercise your rights regarding your personal information, please provide your full name, address and telephone number and either email your inquiry to our Data Subject Access Request Team at [DSAR@lfg.com](mailto:DSAR@lfg.com) or mail to: Lincoln Financial, Attn: Corporate Privacy Office, 1301 South Harrison St., Fort Wayne, IN 46802. **The DSAR@lfg.com email address should only be used for inquiries related to this Privacy Notice.**

For general account service requests or inquiries unrelated to this Privacy Notice, please call 1-877-ASK-LINC.

\*This information applies to the following Lincoln Financial companies:

First Penn-Pacific Life Insurance Company  
Lincoln Financial Distributors, Inc.  
Lincoln Financial Group Trust Company, Inc.  
Lincoln Financial Investments Corporation (formerly  
Lincoln Investment Advisors Corporation)  
Lincoln Life & Annuity Company of New York

Lincoln Life Assurance Company of Boston  
Lincoln Retirement Services Company, LLC  
Lincoln Variable Insurance Products Trust  
The Lincoln National Life Insurance Company  
Lincoln Financial Insurance Agency Incorporated