

Duke University
January 1, 2020

DISCLAIMER

Sponsor: Duke University

Policy Number(s): SA3-810-259835-01

Date Provided: October 21, 2019

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

LINCOLN LIFE ASSURANCE COMPANY OF BOSTON

Duke University

CERTIFICATE OF COVERAGE

Lincoln Life Assurance Company of Boston welcomes your employer as a client.

Sponsor: Duke University

Policy Number: SA3-810-259835-01


Effective Date: January 1, 2020

When this plan refers to "you" or "your" it means the Employee insured under this plan. This is your Life Insurance certificate of coverage as long as you are eligible for insurance and remain insured.

A few words about this certificate of coverage...

It is written in plain English. A few terms and provisions are written as required by insurance law. **PLEASE READ IT CAREFULLY.** If you have any questions about any terms and provisions, please contact the Insurance Administrator at your work location or write to Lincoln. Lincoln will assist you in any way we can to help you understand your benefits.

Also, if the terms of your certificate of coverage and the policy differ, the policy will govern. Your coverage may be terminated or modified in whole or in part under the terms and provisions of the policy.

A handwritten signature in black ink, appearing to read "Angela L. Smith". The signature is fluid and cursive, with the first name "Angela" being the most prominent.

SECRETARY

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SECTION 1 - SCHEDULE OF BENEFITS

ELIGIBILITY REQUIREMENTS FOR INSURANCE BENEFITS

What is the Minimum Hourly Requirement?

What is the Classification of Covered Employees?

Note: This policy does not cover the following Employees: Temporary and Seasonal Employees, and Employees who are not legal residents working in the United States.

What is the Eligibility Waiting Period?

Applicable to Class 1:

1. If you are employed by the Sponsor on the plan effective date - if the Covered Person is hired on the 14th of the month or earlier, they are eligible for coverage the 1st of the month following the date of hire. If the Covered Person is hired on the 15th of the month or later, they are eligible for coverage the 1st of the month following one full month after their date of hire.
2. If you begin employment for the Sponsor after the plan effective date - if the Covered Person is hired on the 14th of the month or earlier, they are eligible for coverage the 1st of the month following the date of hire. If the Covered Person is hired on the 15th of the month or later, they are eligible for coverage the 1st of the month following one full month after their date of hire.

Applicable to Class 2, 3:

1. If you are employed by the Sponsor on the plan effective date -
None
2. If you begin employment for the Sponsor after the plan effective date -
None

Are Employee Contributions Required?

Active Employees:

Employee Optional Life Insurance Benefits:	Yes
Dependent Optional Life Insurance Benefits:	Yes

Retired Employees:

Optional Life Insurance Benefits:	Yes
Dependent Optional Life Insurance Benefits:	Yes

SECTION 1 - SCHEDULE OF BENEFITS

(Continued)

LIFE INSURANCE

What is the Amount of Insurance Benefit?

Employee Optional Life Insurance

Applicable to Class 1:

An amount equal to 1, 2, 3, 4, 5, 6, 7, or 8 times Annual Earnings. If not a multiple of \$10,000.00, this amount will be rounded to the next higher multiple of \$10,000.00. The minimum amount is the greater of 1 times Annual Earnings or \$10,000.00. This amount may not exceed \$2,500,000.00.

Applicable to Class 2:

An amount equal to 1, 2, 3, 4, 5, 6, 7, or 8 times Annual Earnings, or a reduction in the last active Class 1 coverage the Covered Employee had in effect, in increments of \$50,000.00 to an amount not less than \$25,000.00. The minimum amount is the greater of 1 times Annual Earnings or \$10,000.00. This amount may not exceed \$2,500,000.00.

Applicable to Class 3:

An amount equal to 1, 2, 3, 4, 5, 6, 7, or 8 times Annual Earnings. The minimum amount is the greater of 1 times Annual Earnings or \$10,000.00. This amount may not exceed \$2,500,000.00.

Dependent Optional Life Insurance:

Applicable to Class 1, 2, 3

The 3 Dependent Life Options: Spouse (& Domestic Partner) Only, Child Only, Spouse (& Domestic Partner) and Child(ren). Covered Employee must have coverage for Dependent to elect. Dependent coverage can remain if Covered Employee later removes coverage.

SPOUSE

Spouse or Domestic Partner:

Applicable to Class 1, 2, 3:

An amount in increments of \$10,000.00. This amount may not exceed \$100,000.00.

CHILD

Children (Age at Death):

14 days, but under 26 years.

Applicable Class 1, 2, 3:

\$10,000.00

SECTION 1 - SCHEDULE OF BENEFITS

(Continued)

What are the Evidence of Insurability Requirements?

Non-Medical Maximum:

Employee Optional Life Insurance Benefits: The lesser of 2 times Annual Earnings or \$500,000.00

Dependent Spouse or Domestic Partner Optional Life Insurance Benefits: \$10,000.00

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

Initial Enrollment:

-

Employee Optional Life Insurance Benefits: Class 1: Any increases above the current benefit level will be subject to Evidence of Insurability.

Applicable to Class 1:

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

Dependent Spouse or Domestic Partner Optional Life Insurance: Class 1: Any increases above the current benefit level will be subject to Evidence of Insurability.

Annual Enrollment:

Employee Optional Life Insurance Benefits: Class 1: Any increases above the current benefit level will be subject to Evidence of Insurability.

Applicable to Class 1:

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

Dependent Spouse or Domestic Partner Optional Life Insurance: Class 1: Any increases above the current benefit level will be subject to Evidence of Insurability.

Family Status Change:

Employee Optional
Life Insurance Benefits:

Class 1: Any increase above the lesser of 2
times Annual Earnings or
\$500,000.00 will be subject to
Evidence of Insurability

Applicable to Class 1:

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

Dependent Spouse or Domestic Partner
Optional Life Insurance:

Class 1: Any increases above the current
benefit level will be subject to
Evidence of Insurability.

SECTION 2 - DEFINITIONS

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

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

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

You will be considered actively at work if you were actually at work on the day immediately preceding:

1. a weekend (except where one or both of these days are scheduled work days);
2. holidays (except when the holiday is a scheduled work day);
3. paid vacations;
4. any non-scheduled work day;
5. an excused leave of absence (except medical leave for your own disabling condition and lay-off);
and
6. an emergency leave of absence (except emergency medical leave for your own disabling condition).

"Administrative Office" means Lincoln Life Assurance Company of Boston, 100 Liberty Way, Suite 100, Dover, New Hampshire 03820-4695

"Annual Enrollment Period" or **"Enrollment Period"** means the period before each policy anniversary so designated by the Sponsor and Lincoln during which you may enroll for coverage under this policy.

SECTION 2 - DEFINITIONS

(Continued)

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

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

"**Covered Employee**" means a person in Active Employment insured under this policy or a Retired Employee whose coverage is in effect. It does not include an employee whose coverage has ended.

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

"**Dependent**" means:

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

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

They also include stepchildren who are dependent on you for support and maintenance and living with you in a regular parent-child relationship.

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

With respect to this provision, "**Continuously Disabled**" means a child who is incapable of self-sustaining employment because of mental or physical disabilities and is chiefly dependent on you for support and maintenance, or institutionalized because of mental or physical disabilities.

Applicable to Optional Dependent Life Class 1, 3:

Dependent does not include a person who is an eligible Employee or a member of the armed forces.

Applicable to Optional Dependent Life Class 2:

Dependent does not include a person who is an eligible Employee, a Retired Employee or a member of the armed forces.

SECTION 2 - DEFINITIONS

(Continued)

"Domestic Partner" means an unmarried person of the same or opposite sex with whom you share a committed relationship, are jointly responsible for the other's welfare and financial obligations, at least 18 years of age and mentally competent to consent to a contract, not related by blood to a degree that could prohibit legal marriage in the state where legally residing, maintain the same residence(s) and is not married to or legally separated from anyone else. A Domestic Partner certification must be completed and filed with the Sponsor before the partner can be designated as a Dependent.

"Eligibility Date" means the date you become eligible for insurance under this plan. Eligibility Requirements are shown in the Schedule of Benefits.

"Eligibility Waiting Period" means the continuous length of time you must be in Active Employment in an eligible class to reach your Eligibility Date.

"Employee" means a person in Active Employment with the Sponsor.

"Enrollment Form" is the document completed by you, if required, when enrolling for coverage. This form must be satisfactory to Lincoln.

"Evidence of Insurability" means a statement of proof of the Covered Person's medical history upon which acceptance for insurance will be determined by Lincoln.

SECTION 2 - DEFINITIONS

(Continued)

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

Applicable to Optional Insurance Class 1:

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

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

SECTION 2 - DEFINITIONS

(Continued)

"Initial Enrollment Period" means one of the following periods during which you may first enroll for coverage under this policy:

1. if you are eligible for insurance on the plan effective date, a period before the plan effective date set by the Sponsor and Lincoln.
2. if you become eligible for insurance after the plan effective date, the period which ends 31 days after your Eligibility Date.

"Injury" means bodily impairment resulting directly from an accident and independently of all other causes.

"Non-Medical Maximum" means an amount of insurance on a Covered Person which is not subject to Evidence of Insurability. The Non-Medical Maximum amounts are shown in the Schedule of Benefits. Any amounts of insurance in excess of the Non-Medical Maximums are subject to Evidence of Insurability. Evidence of Insurability will be at your expense.

"Physician" means a person who:

1. is licensed to practice medicine and is practicing within the terms of his license; or
2. is a licensed practitioner of the healing arts in a category specifically favored under the health insurance laws of the state where the treatment is received and is practicing within the terms of his license.

It does not include you, any family member or domestic partner.

SECTION 2 - DEFINITIONS

(Continued)

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

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

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

"Retired Employee" means a person is so classified by the Sponsor.

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

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

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

SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

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

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

What is your Eligibility Date for Insurance Benefits?

Employee Coverage:

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

1. this plan's effective date; or
2. the day after you complete the Eligibility Waiting Period shown in the Schedule of Benefits.

Dependent Coverage:

If you are eligible for Employee coverage you will be eligible for Dependent coverage on the later of:

1. the date you are eligible for Employee coverage if on that date you have a Dependent; or
2. the date you acquire a Dependent if on that date you are eligible for Employee coverage.

If both parents are Employees, only one will be eligible for Dependent coverage with respect to their Dependent children.

Applicable to Employee Optional Life Insurance Class 1, Dependent Optional Life Insurance Class 1:

What Happens During the Annual Enrollment Period?

During each Annual Enrollment Period, you may keep your coverage at the same level or make any one of the following changes in coverage for the next plan year, subject to any Evidence of Insurability Requirements as shown in the Schedule of Benefits:

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

SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

(Continued)

Applicable to Optional Employee Life Class 1, Optional Dependent Life Class 1:

What Happens when you Experience a Family Status Change?

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

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

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

What is Your Effective Date for Insurance?

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

Employee Coverage:

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

Evidence of Insurability will be at your Expense.

SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

(Continued)

What is Your Effective Date of Insurance? (Continued)

Dependent Coverage:

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

Evidence of Insurability will be at your Expense.

Increases or Decreases:

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

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

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

When will Your Effective Date for Employee Insurance be Delayed?

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

When will Your Effective Date for Dependent and Retired Employee Insurance be Delayed?

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

SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

(Continued)

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

Your coverage may be continued under this plan for an approved family or medical leave of absence for up to 12 weeks following the date coverage would have terminated, subject to the following:

1. the authorized leave is in writing;
2. the required premium is paid;
3. your benefit level, or the amount of earnings upon which your benefit may be based, will be that in effect on the date before said leave begins; and
4. continuation of coverage will cease immediately if any one of the following events should occur:
 - a. you return to work;
 - b. this plan terminates;
 - c. you are no longer in an eligible class;
 - d. nonpayment of premium when due by the Sponsor or you;
 - e. your employment terminates.

SECTION 4 - INSURANCE BENEFITS

EMPLOYEE LIFE INSURANCE

Benefits

When is Your Life Insurance Benefit Payable?

When Lincoln receives satisfactory Proof of your death, Lincoln will pay the proceeds of the Life Insurance in force on your life under this plan. The benefit payable is shown in the Schedule of Benefits.

Conversion Privilege

What is the Conversion Privilege?

Conversion Privilege at Individual Termination or Reduction of Benefits:

If all or part of your coverage ends, you may convert the amount that ends to an individual Life Insurance policy. Conversion is subject to the following conditions:

1. within 31 days after coverage ends or is reduced, you must make written application to Lincoln and pay the first premium payment.
2. the individual policy will be issued without Evidence of Insurability. It will contain Life Insurance benefits only. The policy will be one then being offered by Lincoln. The premium due will be based on the premium schedule of Lincoln's conversion policy that applies to your class of risk and age at the birthday nearest to the effective date of the individual policy.

The individual policy will be effective 31 days after your group coverage ends.

Conversion Privilege at Class or Plan Termination:

If coverage ends for all employees or for your class, you are entitled to a limited conversion privilege. You must have been covered for at least 5 years. You must apply for the individual policy in the same manner as described above. The amount you may convert is limited to the lesser of:

1. the amount you were covered for on the date the group coverage terminated less any group insurance you become eligible for within 31 days; or
2. \$10,000.

The individual policy will be effective 31 days after your group coverage ends.

Death Within the 31 Days Allowed for Conversion:

If you die within the 31 days allowed for conversion, Lincoln will pay to your beneficiary the amount you were eligible to convert. Such insurance will be paid as a claim under this policy. Any premiums paid for a converted policy will be refunded.

SECTION 4 - INSURANCE BENEFITS

(Continued)

EMPLOYEE LIFE INSURANCE (Continued)

Accelerated Death Benefit

What is the Accelerated Death Benefit?

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

If, while insured under this plan, you or your Covered Dependent spouse or Domestic Partner gives Lincoln satisfactory Proof of having a Terminal Condition, you or your Covered Dependent spouse or Domestic Partner may receive a portion of your Life Insurance as an Accelerated Death Benefit. Such insurance will be paid one time to you or your Covered Dependent spouse or Domestic Partner in one lump sum.

The amount of Accelerated Death Benefit payable under this policy is limited to:

1. a minimum amount \$10,000.00; and
2. a maximum amount equal to the lesser of:
 - a. 80.00% of your Life Insurance that is in force on the date you apply for an Accelerated Death Benefit; or
 - b. \$500,000.00.

The amount of Accelerated Death Benefit payable to your Covered Dependent spouse or Domestic Partner under this policy is limited to:

1. a minimum amount \$10,000.00; and
2. a maximum amount equal to the lesser of:
 - a. 80.00% of your Covered Dependent spouse's or Domestic Partner's Life Insurance that is in force on the date your Covered Dependent spouse or Domestic Partner applies for an Accelerated Death Benefit; or
 - b. \$500,000.00.

If the amount of your or your Covered Dependent spouse's or Domestic Partner's Life Insurance under this plan is scheduled to reduce within 12 months following the date you or your Covered Dependent spouse or Domestic Partner applies for the Accelerated Death Benefit, the benefit payable under this plan will be based on the reduced amount.

When Must You Apply for an Accelerated Death Benefit?

You or your Covered Dependent spouse or Domestic Partner must apply for an Accelerated Death Benefit. To apply, you or your Covered Dependent spouse or Domestic Partner must give Lincoln:

1. certification, from a Physician, that you have a Terminal Condition, as defined by this plan;
2. supporting evidence satisfactory to Lincoln, documenting the Terminal Condition;
3. a completed claims form.

SECTION 4 - INSURANCE BENEFITS

(Continued)

EMPLOYEE LIFE INSURANCE COVERAGE (Continued)

Accelerated Death Benefit (Continued)

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

What is the Effect on Insurance?

The amount of your or your Covered Dependent spouse's or Domestic Partner's Life Insurance will be reduced by the amount paid as an Accelerated Death Benefit. Premiums, if any, for the remaining portion of your or your Covered Dependent spouse's or Domestic Partner's Life Insurance will be based on the amount of the remaining Life Insurance in effect after payment of the Accelerated Death Benefit. All other terms and provisions of this policy will apply to the remaining portion.

Exceptions

No Accelerated Death Benefit will be paid if:

1. you or your Covered Dependent spouse or Domestic Partner are required by a court of law to exercise this option to satisfy a claim of creditors, whether in bankruptcy or otherwise;
2. you or your Covered Dependent spouse or Domestic Partner are required by a governmental agency to exercise this option in order to apply for, receive, or continue a government benefit or entitlement;
3. all or a part of your insurance must be paid to your children or spouse or former spouse as part of a divorce decree, separate maintenance agreement or property settlement agreement;
4. you are married and live in a community property state, unless your spouse has given Lincoln signed written consent; or
5. you or your Covered Dependent spouse or Domestic Partner have previously received an Accelerated Death Benefit under this plan or any other group plan held by the Sponsor.

SECTION 4 - INSURANCE BENEFITS

(Continued)

DEPENDENT LIFE INSURANCE

Benefits

When is Your Dependent Life Insurance Benefit Payable?

When Lincoln receives satisfactory Proof of your Covered Dependent's death, Lincoln will pay to you the amount in force on such Dependent's life under this plan. The Dependent Life Insurance benefit will be paid in one sum. It is shown in the Schedule of Benefits.

Conversion Privilege

What is the Conversion Privilege?

Conversion Privilege at Individual Termination or Reduction of Benefits:

If a Covered Dependent's coverage ends because:

1. of your death; or
2. your employment in an eligible class for Dependent Life Insurance ends,

your Covered Dependent may convert Dependent Life Insurance to an individual policy. Within 31 days after coverage ends, your Covered Dependent must make written application to Lincoln and pay the first premium payment. The individual policy will contain Life Insurance benefits only. The policy will be one then being offered by Lincoln. Evidence of Insurability will not be required.

Conversion Privilege at Class or Policy Termination:

If your Covered Dependent's coverage ends because:

1. coverage ends for all employees; or
2. coverage ends for all employees in your eligible class,

your Covered Dependent is entitled to a limited conversion privilege. You must be entitled to convert to an individual policy in order for your Covered Dependent to have this limited privilege. Conversion must be applied for in the same way as stated above. The amount your Covered Dependent may convert is limited to the lesser of:

1. the amount your Covered Dependent was covered for on the date coverage ended less any group insurance you become eligible for within 31 days; or
2. \$10,000.

The individual policy will become effective 31 days after your Covered Dependent's coverage ends.

Death Within the 31 Days Allowed for Conversion:

Dependent Life Insurance is payable if your Covered Dependent dies during this period. The amount payable is the amount your Covered Dependent was entitled to convert. Such insurance will be paid under this plan. Any premium paid for an individual plan will be refunded.

SECTION 4 - INSURANCE BENEFITS

(Continued)

CONTINUATION OF COVERAGE DURING TOTAL DISABILITY (Not Applicable to Retired Employees)

If you become Totally Disabled while insured under this plan you may be eligible for continued Life Insurance coverage subject to premium payment. In continuing such coverage under this provision, the Sponsor agrees to treat all Covered Persons equally.

The Life Insurance benefit continued will be the amount in force on your life under this plan on the date you are no longer in Active Employment due to Total Disability, subject to any reductions provided by any part of the plan.

Dependent coverage will be continued during your period of Total Disability subject to premium payments.

The amount of continued coverage for Covered Dependents will be the amount in force at the beginning of your Total Disability.

The amount continued will not include any part of your Life Insurance that you converted to an individual policy unless you were Totally Disabled when you applied to convert; and you return the conversion policy to Lincoln without claim other than for a refund of the premiums you paid for it.

Your continued Life Insurance coverage under this provision will end on the earliest of the date when:

1. the Sponsor determines you cease to be Totally Disabled;
2. you return to Active Employment;
3. the policy terminates;
4. premium payments stop;

Applicable to Class 1:

5. you reach when Covered Employee moves into class 2 or 3;
6. the date you begin receiving a benefit from a retirement or pension plan; or
7. the date the Sponsor classifies you as retired.

Applicable to Class 2, 3:

5. you reach 95;
6. the date you begin receiving a benefit from a retirement or pension plan; or
7. the date the Sponsor classifies you as retired.

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

With respect to this provision, "**Total Disability**" or "**Totally Disabled**" means the complete inability, as a result of Injury or Sickness, to work at any job.

SECTION 5 - EXCLUSIONS

LIFE INSURANCE EXCLUSIONS

Applicable to Optional Life Insurance:

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

1. suicide occurring within 24 months after the Covered Person's initial effective date of insurance with the Sponsor; and
2. suicide occurring within 24 months after the date any increases or additional insurance become effective for the Covered Person under this Plan.

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

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

SECTION 6 - TERMINATION PROVISIONS

Termination of a Covered Person's Insurance

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

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

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

SECTION 7 - GENERAL PROVISIONS

What is the Appeal Process?

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

Is Assignment Allowed?

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

1. any Life Insurance; and
2. any disability provision of Life Insurance.

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

1. to make any contribution required to keep the coverage in force;
2. to exercise any conversion privilege; and
3. to change the beneficiary.

Why Must You Name a Beneficiary?

You must name a beneficiary to whom the insurance benefits under this policy are payable. If more than one beneficiary is named and if their interests are not specified, any surviving Beneficiaries will share equally. For any Dependent Life Insurance, you are automatically designated as the beneficiary.

If, at the time of your death, there is no named or surviving beneficiary, Lincoln will pay the benefits to the executor or administrator of your estate. Lincoln may, at its option, pay the benefits to a surviving relative in the following order: spouse, child, parent, sibling. Such payment will release Lincoln of all further liability to the extent of payment.

You may change your beneficiary at any time by written request. Lincoln or the Sponsor will provide a form for that purpose. Any change of beneficiary will take effect when the Sponsor receives the written request whether or not you are alive at that time. Such change will relate back to the date of the request. Any change of beneficiary will not apply to any payment made before the request was received by the Sponsor.

How will Lincoln Conform with State Statutes?

Any provision of this policy which, on its effective date, is in conflict with the statutes of the governing jurisdiction of this policy is hereby amended to conform to the minimum requirements of such statute.

SECTION 7 - GENERAL PROVISIONS

(Continued)

What are Lincoln's Examination Rights?

Lincoln, at its own expense, has the right and opportunity to have a Covered Person, whose Injury or Sickness is the basis of a claim, examined or evaluated at reasonable intervals deemed necessary by Lincoln. This right may be used as often as reasonably required. Lincoln may also require an autopsy unless prohibited by law.

Who are Claims Paid To?

If a beneficiary or Covered Person is a minor or is physically or mentally incapable of giving a valid release for payment, Lincoln, at its option, may make payment not to exceed \$2,000.00 to a party who appears to have assumed responsibility for the care and support of such person. Lincoln will only make such payment until claim is made by a guardian of the estate of the beneficiary or the Covered Person. Such payment will release Lincoln of all further liability to the extent of payment.

When May This Plan be Contested?

This plan will not be contested, except for nonpayment of premium, after it has been in force for two years from the date of issue. The coverage of any Covered Person shall not be contested, except for nonpayment of premium, on the basis of a statement made relating to insurability of the Covered Person after such coverage has been in force for two years during the Covered Person's lifetime.

In the absence of fraud, any statements in any application will be deemed representations and not warranties. No representation made by:

1. the Sponsor in applying for this plan will make it void unless the representation is contained in the Sponsor's signed application; or
2. any Covered Person in enrolling for insurance under this plan will be used to reduce or deny a claim unless the representation is contained in an application signed by him and such application is given to him or his beneficiary.

Who has the Authority for Interpretation of this Plan?

Lincoln shall possess the authority, in its sole discretion, to construe the terms of this plan and to determine benefit eligibility hereunder. Lincoln's decisions regarding construction of the terms of this plan and benefit eligibility shall be conclusive and binding.

When can Legal Proceedings Begin?

A claimant or the claimant's authorized representative cannot start any legal action:

1. until 60 days after Proof of claim has been given; or
2. more than one year after the time Proof of claim is required.

Legal actions are contingent upon first having followed the Claims and Appeals procedure outlined in this plan.

SECTION 7 - GENERAL PROVISIONS

(Continued)

What Happens if Your Age is Misstated?

If a Covered Person's age has been misstated, an equitable adjustment will be made in the premium. If the amount of the benefit is dependent upon the Covered Person's age, the amount of the benefit will be the amount the Covered Person would have been entitled to if his correct age were known.

A refund of premium will not be made for a period more than 12 months before the date Lincoln is advised of the error.

When Must Lincoln be Notified of a Claim?

- a. Notice of claim must be given to Lincoln within 30 days of the date of the loss on which the claim is based. If that is not possible, Lincoln must be notified as soon as it is reasonably possible to do so. Such notice of claim must be received in a form or format satisfactory to Lincoln.
- b. When written notice of claim is applicable and has been received by Lincoln, the Covered Person will be sent claim forms. If the forms are not received within 15 days after written notice of claim is sent, the Covered Person can send to Lincoln written Proof of claim without waiting for the forms.

When Must Lincoln Receive Proof of Claim?

- a. Satisfactory Proof of loss must be given to Lincoln no later than 30 days after the date of loss.
- b. Failure to furnish such Proof within such time shall not invalidate or reduce any claim if it was not reasonably possible to furnish such Proof within such time. Such Proof must be furnished as soon as reasonably possible, and in no event, except in the absence of legal capacity of the claimant, later than one year from the time Proof is otherwise required.

Lincoln reserves the right to determine if the Covered Person's Proof of loss is satisfactory.

What are the Optional Methods of Settlement?

Benefits are usually payable in one sum. However, the Covered Person may elect in writing to have the proceeds paid through an installment program offered by Lincoln. If the Covered Person makes no such election, his beneficiary may do so at the Covered Person's death.

Any installments remaining after the death of the payee will be paid as directed in the election of this option. Such direction is subject to the approval of Lincoln.

What is the Lincoln Security Account?

If the benefits to be paid total more than \$10,000, a beneficiary may elect to have the proceeds deposited into a Lincoln Security Account. The Lincoln Security Account is an interest-bearing checking account, that is fully guaranteed by Lincoln, and the beneficiary may draw on the entire sum of the proceeds at any time. If the Lincoln Security Account is not elected, benefits may be paid in one sum.

When are Benefits Payable?

All benefits are payable when Lincoln receives written satisfactory Proof of loss. Benefits for loss of life of the Covered Employee are paid to the beneficiary. Benefits for loss of life of your Covered Dependent are paid to you. Benefits for other losses are paid to you.

SECTION 7 - GENERAL PROVISIONS

(Continued)

What are Lincoln's Rights of Recovery?

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

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

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

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

It is required that full reimbursement be made to Lincoln.

How does the Plan Affect Workers' Compensation?

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