

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

## CERTIFIES THAT Group Policy No. CI-0000303053 has been issued to: Franciscan Missionaries of Our Lady Health System (The Group Policyholder)

### Certificate of Insurance for Class 1 Plan 1

This Certificate, and any amendments which may be attached to it, contain 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. If You have enrolled for Dependents Insurance, Your Dependents are covered under this Certificate only if such Dependents are eligible for insurance under the Policy and the required Premium has been paid to keep the insurance in effect. 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.

Ellen Corper PRESIDENT

#### **READ YOUR CERTIFICATE CAREFULLY**

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

THIS IS A SUPPLEMENT TO HEALTH INSURANCE AND IS NOT A SUBSTITUTE FOR MAJOR MEDICAL COVERAGE. THIS IS NOT QUALIFYING HEALTH COVERAGE ("MINIMUM ESSENTIAL COVERAGE") THAT SATISFIES THE HEALTH COVERAGE REQUIREMENT OF THE AFFORDABLE CARE ACT. IF YOU DON'T HAVE MINIMUM ESSENTIAL COVERAGE, YOU MAY OWE AN ADDITIONAL PAYMENT WITH YOUR TAXES.

### **CERTIFICATE OF GROUP CRITICAL ILLNESS INSURANCE**

Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates. GL502-1-FP 17 01/01/2023

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## **SCHEDULE OF BENEFITS**

#### Plan 1 - Critical Illness Class 1 - All Full-Time and Regular Part-Time Employees

## Group Policy Effective Date: January 1, 2023

Group Policy Number: CI-0000303053

Eligible Class: Class 1 - All Full-Time and Regular Part-Time Employees

**Contributions:** You are required to contribute to the cost for Your Critical Illness Insurance and to the cost for Dependents Critical Illness Insurance.

**Insurance Month Period:** A period beginning on the first 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.) 30 Days

Open Enrollment Period: 31 Days (See Your Employer for the Dates of the Enrollment Period)

### **Guarantee Issue Amount:**

\$20,000 for You \$10,000 for Your Insured Dependent Spouse

Minimum Full-Time Hours: 20 hours per week

Minimum Part-Time Hours: 20 hours per week

**Dependent Child Age:** to 26 years Refer to the Eligibility and Effective Dates for Dependents Critical Illness Insurance provision for more information.

### **Continuation Rights Included:**

Family or Medical Leave Military Leave Disability: 12 Insurance Months Other Leave of Absence: three Insurance Months Lay Off: three Insurance Months Temporary Reduction in Hours: six Insurance Months Surviving Dependents: three Insurance Months Refer to the Continuation Rights provision for more information.

### **Portability:**

Request Period: 31 Days Maximum Duration: Later of Age 70 or 12 months Refer to the Portability provision for more information.

Pre-existing Condition Exclusion: Included Look-Back Period: 12 months Exclusionary Period: 12 months Refer to the Pre-existing Condition Exclusion in the Limitations and Exclusions provision for more information.

#### SCHEDULE OF BENEFITS (Continued)

#### Plan 1 - Critical Illness Class 1 - All Full-Time and Regular Part-Time Employees

**Time Limit between Occurrences of Different Covered Conditions:** 6 Months Refer to the Limitations and Exclusions provision for more information.

**Time Limit between Recurrences of the Same Covered Condition:** 12 Months Refer to the Limitations and Exclusions provision for more information.

#### SCHEDULE OF BENEFITS (Continued)

#### For Plan 1 - Critical Illness Class 1 - All Full-Time and Regular Part-Time Employees

## CRITICAL ILLNESS INSURANCE

Critical Illness Principal Sum

Class 1

 Option 1
 \$10,000

 Option 2
 \$20,000

### DEPENDENTS CRITICAL ILLNESS INSURANCE (For Class 1)

Dependent

Dependents Critical Illness Principal Sum

Spouse

Option 1 \$10,000

Dependent Child

25% of Your Critical Illness Principal Sum.

Dependent Critical Illness Insurance may not exceed 100% of Your Critical Illness Principal Sum in effect under this Certificate.

#### SCHEDULE OF BENEFITS (Continued)

#### For Plan 1 - Critical Illness Class 1 - All Full-Time and Regular Part-Time Employees

### **BENEFITS.**

We will pay a Critical Illness benefit if You or an Insured Dependent sustains a Covered Condition shown below while covered under this Certificate. If You or an Insured Dependent sustains two or more Covered Conditions simultaneously, We will pay the highest applicable benefit. Refer to the definition of each Covered Condition for more information.

<b>Covered Conditions</b>	Percentage of Principal Sum or Benefit Amount
Heart Attack	100%
Arterial/Vascular Disease	25%
Stroke	100%
End Stage Renal Failure	100%
Major Organ Failure	100%
Invasive Cancer	100%
Non-invasive Cancer/Cancer in Situ	25%
Skin Cancer	ФОЛО 11 XX 1°С (° 1 ° X 1
Skiii Cancer	\$250, payable once in Your lifetime and once in an Insured Dependent's lifetime
Child Covered Conditions	
	Dependent's lifetime
Child Covered Conditions	Dependent's lifetime <u>Percentage of Dependent Child Principal Sum</u>
<u>Child Covered Conditions</u> Cerebral Palsy	Dependent's lifetime <u>Percentage of Dependent Child Principal Sum</u> 100%
<u>Child Covered Conditions</u> Cerebral Palsy Cleft Lip/Cleft Palate	Dependent's lifetime <u>Percentage of Dependent Child Principal Sum</u> 100% 100%
<u>Child Covered Conditions</u> Cerebral Palsy Cleft Lip/Cleft Palate Cystic Fibrosis	Dependent's lifetime <u>Percentage of Dependent Child Principal Sum</u> 100% 100%
<u>Child Covered Conditions</u> Cerebral Palsy Cleft Lip/Cleft Palate Cystic Fibrosis Down Syndrome	Dependent's lifetime Percentage of Dependent Child Principal Sum 100% 100% 100%

#### SCHEDULE OF BENEFITS (Continued)

#### For Plan 1 - Critical Illness Class 1 - All Full-Time and Regular Part-Time Employees

**EVIDENCE OF INSURABILITY**. Evidence of Insurability satisfactory to Us must be submitted when You initially enroll for Critical Illness Insurance or Dependents Critical Illness Insurance more than 31 days after becoming eligible.

#### ELIGIBILITY AND EFFECTIVE DATES For Your Critical Illness Insurance

**ELIGIBLE CLASSES.** The classes eligible for insurance are shown in the Schedule of Benefits. We have the right to review and terminate eligible classes that cease to be insured by the Policy.

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

- (1) the Group Policy's Effective Date; or
- (2) the Date the Eligibility Waiting Period shown in the Schedule of Benefits is completed.

**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 12 months following a lay off;
- (5) within 12 months following termination of employment for any other reason; or
- (6) to an eligible class following a reduction in hours.

**ENROLLMENT.** You may enroll for Critical Illness Insurance:

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

**Open Enrollment Period.** You may also enroll, re-enroll, or change benefit options for Critical Illness Insurance during the Group Policyholder's Open Enrollment Period. If You terminate insurance under the Policy and subsequently re-enroll during an Open Enrollment Period, You will again be subject to the Pre-existing Condition Exclusion.

**EFFECTIVE DATES.** Critical Illness Insurance becomes effective on the latest of:

- (1) the first Day of the Insurance Month coinciding with or next following the Date You become eligible for insurance;
- (2) the Date You resume Active Work, if not Actively at Work on the Day You become eligible;
- (3) the Date You enroll for Critical Illness Insurance, and if You contribute to the cost of the Critical Illness Insurance, You sign a payroll deduction order and pay the required Premium to Us.

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;
- (2) the first Day of the Insurance Month coinciding with or next following the Date a qualifying Change in Family Status, if Actively at Work on that Day; or
- (3) the Day You resume Active Work, if not Actively at Work on the Day the increase would otherwise take effect.

Effective Date of Decreases. Any decrease in insurance or benefits will take effect on the Date 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 calendar month coinciding with or next following the Date of the change.

#### ELIGIBILITY AND EFFECTIVE DATES For Your Critical Illness Insurance (Continued)

**REINSTATEMENT RIGHTS.** If Your insurance terminates due to one of the following breaks in service, You will be entitled to Reinstate the insurance upon resuming Active Work with the Group Policyholder within the required timeframe. Reinstatement is available upon 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 a Military Leave within the period required by federal USERRA law;
- (3) from any other approved leave of absence within six months after the leave begins;
- (4) within one month following a lay off; or
- (5) within one month following termination of employment for any other reason.

To Reinstate 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.

If the above conditions are met, and the Policy includes a Pre-existing Condition Exclusion, then:

(1) the months of leave will count toward any unmet Pre-existing Condition Exclusion period; and

(2) a new Pre-existing Condition Exclusion will not apply to the Reinstated amount of insurance.

A new Pre-existing Condition Exclusion will apply to any increased amount of insurance.

#### ELIGIBILITY AND EFFECTIVE DATES For Dependents Critical Illness Insurance

**ELIGIBILITY.** You must be insured for Critical Illness Insurance to insure Your Dependents. You become eligible for Dependents Critical Illness Insurance on the latest of:

- (1) the Date You become eligible for Critical Illness Insurance;
- (2) the Group Policy Effective Date; or
- (3) the Date You first acquire a Dependent.

**ENROLLMENT.** Dependents to be insured by the Policy must be enrolled in the same plan of benefits as You. You may enroll for Dependents Critical Illness Insurance:

- (1) when You are first eligible for Dependents Critical Illness Insurance; or
- (2) within 31 Days following a qualifying Change in Family Status.

**Open Enrollment Period.** You may also enroll, re-enroll, or change benefit options for Dependents Critical Illness Insurance during the Group Policyholder's Open Enrollment Period. If You terminate Dependents Critical Illness Insurance under the Policy and subsequently re-enroll during an Open Enrollment Period, the Dependents will again be subject to the Pre-existing Condition Exclusion.

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

EFFECTIVE DATES. Your Dependents Critical Illness Insurance will become effective on the later of:

- (1) the first Day of the Insurance Month coinciding with or next following the Date You become eligible for Dependents Critical Illness Insurance;
- (2) the Date You enroll for Dependents Critical Illness Insurance, and if You contribute to the cost of the Dependents Critical Illness Insurance, You sign a payroll deduction order and pay the additional Premium to Us.

**New Dependents.** If additional Premium is required to add a new Dependent, insurance for the new Dependent will become effective on the Date the Dependent is acquired, provided:

- (1) You complete a written application; and
- (2) a payroll deduction order election is made, and the additional Premium is paid to Us;

within 31 Days of the Date the Dependent is acquired.

If additional Premium is not required, coverage for a new Dependent will become effective on the Date the Dependent is acquired.

## EXCEPTIONS.

**Court Ordered Insurance.** If Dependents Critical Illness Insurance is provided to a Child based on a court order which requires You to provide Critical Illness benefits for the Child, the insurance will become effective on the Date stated in the court order, subject to payment of any additional Premium.

**Disabled Children.** Your Child may be insured after the maximum Dependent Child Age shown in the Schedule of Benefits if he or she is continuously unable to earn a living because of a physical or mental disability, and is chiefly dependent upon You for support and maintenance. The Child must be insured by the Policy on the Day before insurance would otherwise end due to his or her age. Proof of the total disability must be sent to Us:

- (1) within 31 Days of the Day insurance would otherwise end due to age; and
- (2) thereafter, when We request (but not more than once every two years).

**Newborn Children.** If You acquire a newborn Dependent child, the child will be insured automatically until the later of:

- (1) the first 31 Days following birth; or
- (2) the Date the child is well enough to be discharged from the Hospital.

#### ELIGIBILITY AND EFFECTIVE DATES For Dependents Critical Illness Insurance (Continued)

If You have no other Children enrolled for Dependents Insurance under this Certificate, and You do not elect to enroll the newborn child and pay any additional Premium within the exception period, the newborn child's insurance will terminate.

**Newly Adopted Children.** If You adopt a child, the child will be insured automatically for the first 31 Days following the earliest of:

- (1) The Date of birth, if the adoption petition is filed within 31 Days of the child's birth;
- (2) the Date of placement, if the adoption petition is filed more than 31 Days from the child's birth;
- (3) the Date of entry of an order granting You custody of the child; or
- (4) the effective Date of adoption.

If You have no other Children enrolled for Dependents Insurance under this Certificate, and You do not elect to enroll the adopted child and pay any additional Premium within 31 Days after his or her insurance begins, the adopted child's insurance will terminate.

**REINSTATEMENT OF DEPENDENTS INSURANCE.** If You Reinstate Your Critical Illness Insurance under the Reinstatement Rights of the Eligibility and Effective Dates for Your Critical Illness Insurance, You may also Reinstate Dependents Critical Illness Insurance at the same time. The Reinstated amount of insurance may not exceed the amount that terminated.

If the above conditions are met, and the Policy includes a Pre-existing Condition Exclusion, then:

- (1) the months of leave will count toward any unmet Pre-existing Condition Exclusion period; and
- (2) a new Pre-existing Condition Exclusion will not apply to the Reinstated amount of insurance.

A new Pre-existing Condition Exclusion will apply to any increased amount of insurance.

## LIMITATIONS AND EXCLUSIONS

**GENERAL EXCLUSIONS.** The Certificate covers only Covered Conditions or losses that occur while insurance is in force. Benefits are not payable for any Covered Condition or loss caused or contributed to by:

- (1) suicide, attempted suicide, or any intentionally self-inflicted injury, while sane or insane;
  - (2) committing or attempting to commit a felony;
  - (3) war or any act of war, declared or undeclared;
  - (4) participation in a riot, insurrection or rebellion of any kind; or
  - (5) a Covered Condition sustained while residing outside the United States, U.S. Territories, Canada, or Mexico for more than 12 months.

Benefits are also not payable while You or Your Insured Dependent are incarcerated in any type of penal or detention facility if adjudicated or convicted of a criminal offense.

A benefit for Heart Attack is not payable if the Heart Attack occurs during a medical procedure.

### **PRE-EXISTING CONDITION EXCLUSION.** Benefits are not payable for any Covered Condition or loss:

- (1) which is caused, contributed to by, or results from a Pre-existing Condition; and
- (2) which begins in the Exclusionary Period after Your or Your Insured Dependent's Effective Date.

The Pre-existing Condition Exclusion will also apply to any of the following situations, with the Exclusionary Period and Look-Back Period beginning on the Effective Date of the new or increased benefit:

- (1) any increase in Your or Your Insured Dependent's Critical Illness Principal Sum;
- (2) the addition by amendment of a benefit under this Certificate;
- (3) the election after initial enrollment of any additional or optional benefit provided by this Certificate;
- (4) the election after initial enrollment of any benefit provided by an amendment to this Certificate;
- (5) any amount of insurance initially elected or increased more than 31 Days after first becoming eligible; and
- (6) any amount of insurance initially elected or increased during an Open Enrollment Period.

Refer to the Schedule of Benefits for the Exclusionary Period and Look-Back Period.

**TIME LIMIT BETWEEN OCCURRENCES OF DIFFERENT COVERED CONDITIONS.** We will not pay a benefit if You or Your Insured Dependent sustains a Covered Condition shown in the Schedule of Benefits within 6 Months of a different Covered Condition.

**Exception for Skin Cancer.** This limitation does not apply to Skin Cancer. The benefit for Skin Cancer is payable once in Your or Your Insured Dependent's lifetime.

**Exception for Invasive Cancer.** If You or Your Insured Dependent sustains Invasive Cancer within 6 Months of a payable Non-invasive Cancer, We will pay the difference between the benefits for Non-invasive and Invasive Cancer as shown in the Schedule of Benefits.

**Exception for Heart Attack.** If You or Your Insured Dependent sustains a Heart Attack within 6 Months of a payable Arterial/Vascular Disease, We will pay the difference between the benefits for Arterial/Vascular Disease and Heart Attack as shown in the Schedule of Benefits.

**Effect of Pre-existing Condition Exclusion.** The above described exceptions do not apply if the Pre-existing Condition Exclusion is applicable.

**TIME LIMIT BETWEEN RECURRENCES OF THE SAME COVERED CONDITION.** We will not pay a benefit if You or Your Insured Dependent sustains the same Covered Condition, as shown in the Schedule of Benefits, more than once within a period of 12 Months or less.

We will pay a benefit for the same Covered Condition more than once, if:

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### LIMITATIONS AND EXCLUSIONS (Continued)

- (1) You or Your Insured Dependent sustains the same Covered Condition more than 12 Months apart; and
- (2) You or Your Insured Dependent received no Treatment for that Covered Condition during the period shown in item (1) above.

**Note:** Any Invasive Cancer after the first Invasive Cancer is considered recurrence of the same Covered Condition for the purposes of this section, regardless of whether the Invasive Cancers are related. Any Non-invasive Cancer/Cancer in Situ after the first Non-invasive Cancer/Cancer in Situ is considered a recurrence of the same Covered Condition for the purposes of this provision, regardless of whether the Non-invasive Cancers/Cancers in Situ are related.

**Effect of Pre-existing Condition Exclusion.** The above described limitation does not apply if the Pre-existing Condition is applicable.

**Exception for Skin Cancer.** This limitation does not apply to Skin Cancer. The benefit for Skin Cancer is payable once in Your or Your Insured Dependent's lifetime.

### **CLAIM PROCEDURES** For Critical Illness Insurance

## FILING A CLAIM.

**Notice of Claim.** A claimant must provide Us notice of a claim at Our Group Insurance Service Office 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 the required proof. 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 a claim in a letter. The letter should state the nature, Date and cause of the claim.

**Proof of Claim.** Proof of a claim must be provided at the claimant's own expense within 90 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 description of the services provided; 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 or additional items needed to support the claim. This may include:

- (1) any study models, treatment records or charts;
- (2) copies of any x-rays or other diagnostic materials; and
- (3) any other items We may reasonably require.

Additional Proof by Exam or Autopsy. While a claim is pending, We may have the claimant examined:

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

In case of death, We may also have an autopsy done, where it is not forbidden by law.

Any such exam or autopsy will be at Our expense.

**Exceptions:** 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:

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

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

### **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 under this Certificate, including any benefits for Insured Dependents, will be paid to You, while living, unless:

- (1) an overpayment has been made and We are entitled to reduce future benefits; or
- (2) state or federal law requires that benefits be paid to an Insured Dependent Child's custodial parent or custodian.

#### CLAIM PROCEDURES For Critical Illness Insurance (Continued)

If any benefits remain to be paid after Your death, such benefits will be paid in accord with the Beneficiary provision, and the Facility of Payment and Payment Options provided below. Benefits payable after an Insured Dependent's death will be paid to:

- (1) You, if You survive that Dependent; or
- (2) Your Beneficiary or according with the Facility of Payment section, if You do not survive that Dependent.

**Facility of Payment.** If any benefit under this Certificate becomes payable to Your estate, a minor, or any person who We consider not competent to give a valid release, We may make payment to any one or more of the following:

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

No payment made under this section may exceed \$1,000. 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 by check. However, You or Your Beneficiary may instruct Us to pay the benefit by direct deposit electronic funds transfer. Any election 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, We will send notice within 90 Days after receiving the first proof of a claim.

In any event, We must send written notice of Our decision within 180 Days after receiving the first proof of a 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 a claim is denied, the claimant may request a review of Our decision.

Second 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 Critical Illness Insurance (Continued)

**Time Limits for Claimant to Request a Second Review (Appeal).** The claimant may request a claim review within 60 Days after receiving a claim denial notice.

**Notice of Our 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. Notice of Our decision 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 towards the above time limits for appeal processing.

**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.

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

**OUR DISCRETIONARY AUTHORITY.** Except for the functions that the Policy clearly reserves to the Group Policyholder, We have the authority to:

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

Our authority includes (but is not limited to) the right to:

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

The claimant has the right to:

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

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## BENEFICIARY

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

**NAMING THE BENEFICIARY.** Your Beneficiary will be as shown in Your Beneficiary designation for this insurance. If the Policy replaces 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. 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) the entire benefit 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 parent or parents in equal shares; or, if none
- (4) surviving sibling or siblings in equal shares; or, if none
- (5) estate.

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

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

If a 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 may change the Beneficiary. You may name or change the Beneficiary 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.

#### TERMINATION For Your Critical Illness Insurance

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

- (1) the Date the Policy 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;
- (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 last Day of the Insurance Month coinciding with or next following the Date Your employment with the Group Policyholder terminates; or
- (9) the Date You enter armed services of any state or country on active duty, except for duty of 30 Days or less for training in the Reserves or National Guard. (If You send proof of military service, We will refund any unearned Premium.);

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

**INDIVIDUAL TERMINATION.** Termination will have no effect on benefits payable for a Covered Condition that occurred while You were insured under the Policy.

## TERMINATION For Dependents Critical Illness Insurance

### DATE OF TERMINATION. Critical Illness Insurance on a Dependent will cease on:

- (1) the Date he or she ceases to be an eligible Spouse; or
- (2) the last day of the Insurance Month following the Date he or she ceases to be an eligible Dependent Child.

Dependents Critical Illness Insurance will cease for all Your Insured Dependents on the earliest of:

- (1) the Date Your Critical Illness Insurance terminates;
- (2) the Date Dependents Critical Illness Insurance is discontinued;
- (3) the Date You cease to be in a class eligible for Dependents Critical Illness Insurance;
- (4) the Date You request that the Dependents Critical Illness Insurance be terminated;
- (5) with respect to a benefit or a specific type of benefit, the Date the portion of the Policy providing that type of benefit terminates; or
- (6) the Date through which Premium has been paid on behalf of the Insured Dependents.

**DEPENDENT TERMINATION.** Termination will have no effect on benefits payable for claims incurred by the Insured Dependent while he or she was insured under the Policy.

#### CONTINUATION RIGHTS For You and Your Dependents

**CONTINUATION RIGHTS FOR YOU.** Ceasing Active Work or reduction of Minimum Hours 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 until the earliest of:

- (1) the end of the leave period approved by the Group Policyholder;
- (2) the end of the leave period required by federal law, or any more favorable period required by a similar state law;
- (3) the Date You notify the Group Policyholder that You will not return; or
- (4) 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.

**Military Leave.** If You go on a Military Leave, insurance may be continued for the same period allowed for an approved Family or Medical Leave or any more favorable leave in which employees with similar seniority, status, and pay who are on furlough or leave of absence are granted by the Group Policyholder. The required Premium payments must be received from the Group Policyholder throughout the period of continued insurance.

**Disability.** If You are disabled as a result of a Covered Condition as shown in the Schedule of Benefits, then insurance may be continued until the earlier of:

- (1) 12 Insurance Months after the disability begins; or
- (2) the Date You are no longer disabled.

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 for three Insurance Months. The required Premiums must be received from the Group Policyholder throughout the period of continued insurance.

**Lay Off.** When You cease work due to a temporary layoff, insurance may be continued for three Insurance Months following the month in which the layoff begins. The required Premiums must be received from the Group Policyholder throughout the period of continued insurance.

**Temporary Reduction in Hours.** When Your hours are temporarily reduced resulting in Your loss of eligibility, insurance may be continued for six Insurance Months after the temporary reduction in hours begins, provided You work at least 30 hours in a two week period. The required Premium payments must be received from the Group Policyholder throughout the period of continued insurance.

**Conditions.** 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 RIGHTS FOR SURVIVING DEPENDENTS.** If Critical Insurance terminates due to Your death, Dependents Critical Insurance may be continued:

- (1) for three Insurance Months, 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.

#### PORTABILITY For You and Your Dependents

**PORTABILITY FOR YOU.** If Your Critical Illness Insurance ends, You may be eligible for Portability. Portability allows continuation of Your Critical Illness Insurance and Dependents Critical Illness Insurance under this Certificate. Portability follows any Continuation Rights. To continue insurance, You must:

- (1) notify Us within 31 Days of the Date the insurance would otherwise end;
- (2) pay the applicable Premium to Us; and
- (3) have been insured under this Certificate just prior to the Date Your insurance under the Policy replaces.

**Maximum Duration.** Subject to Termination of Portability, the maximum period You may continue Your Critical Illness Insurance and Dependents Critical Illness Insurance under this provision is the later of:

- (1) the Date You reach age 70; or
- (2) the Date the insurance has been continued for 12 months.

Limitations on Portability. Portability is not available when insurance terminates solely because of:

- (1) Your Spouse or Child ceasing to be an eligible Dependent;
- (2) nonpayment of Premiums; or
- (3) Policy termination.

**Payment of Premium.** 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:

- (1) Premium frequency if You notify Us in advance; and
- (2) billing frequency at any time the insurance is in force, except during a Grace Period.

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

- (1) the Date We receive a written request from You to terminate the insurance;
- (2) the last Day of the period for which You paid Premiums;
- (3) the Date You die;
- (4) the Date the Maximum Duration ends; or
- (5) the Date You return to an eligible class under the Policy.

**DEPENDENTS PORTABILITY.** If You die or divorce, Your Insured Spouse may be eligible for Dependents Portability. Dependents Portability allows Your Insured Spouse to continue his or her insurance under this Certificate. To continue his or her insurance, Your Insured Spouse must:

- (1) notify Us within 31 Days of the Date the insurance would otherwise end;
- (2) pay the applicable Premium to Us; and
- (3) have been insured under this Certificate just prior to the Date You died or divorced.

Your Insured Spouse may also continue Your Dependent Child's Critical Illness insurance, provided:

- (1) the Dependent Child was insured at the time of Your death or divorce; and
- (2) You are not continuing Dependents Critical Illness Insurance for Your Child.

**Maximum Duration.** Subject to Termination of Dependents Portability, the maximum period Your Insured Spouse may continue his or her insurance under this provision is the later of:

- (1) the Date he or she reaches age 70; or
- (2) the Date the insurance has been continued for 12 months.

Insurance provided under this provision for a Dependent Child will cease on the Date he or she ceases to be an eligible Dependent Child.

#### PORTABILITY For You and Your Dependents (Continued)

**Payment of Premium.** We will send Your Insured Spouse a billing statement on or before each Premium due Date. He or she 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 if You remained an Employee; plus
- (2) a direct billing fee based on the Premium frequency Your Insured Spouse chooses.

Your Insured Spouse may change the Premium frequency by sending Us advance written notice on forms We supply. He or she may send a request to change billing frequency at any time the insurance is in force, except during a Grace Period.

Termination of Dependents Portability. Insurance continued under this section ends on the earliest of:

- (1) the Date We receive a written request from Your Insured Spouse to terminate the insurance;
- (2) the last Day of the period for which Your Insured Spouse paid Premiums;
- (3) the Date Your Insured Spouse dies;
- (4) the Date the Child ceases to be an eligible Dependent; or
- (5) the Date the Maximum Duration ends.

We may terminate the Dependents Critical Illness Insurance continued under this provision for any reason by providing 31 Days notice.

#### GENERAL PROVISIONS For You and Your Dependents

## 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 individual applications of an Insured or Insured Dependent; and
- (4) the Certificate for each insured class and any amendments to it.

**AUTHORITY TO MAKE OR AMEND CONTRACT.** Only a Company Officer located in Our Group Insurance Service Office has the authority to:

- (1) determine the insurability of a group or any individual within a group;
- (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 made in writing, agreed upon by an underwriting officer, and signed by a Company officer as described above.

**INCONTESTABILITY.** Except for the non-payment of Premiums or fraud, 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 or Your Insured Dependent, after the insurance has been in force for two years during Your or Your Insured Dependent's lifetime. This clause does not preclude, at any time, the assertion of defenses based upon:

- (1) this Certificate's eligibility requirements, exclusions and limitations; and
- (2) other Certificate provisions unrelated to the validity of insurance.

In the absence of fraud, all statements made by You or Your Insured Dependents are representations and not warranties. No statement made by You or Your Insured Dependent will be used to contest the insurance provided by the Policy, unless:

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

**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 FACTS. If relevant facts about You or any Insured Dependent were misstated:

- (1) a fair adjustment of the premium will be made; and
- (2) the true facts will decide if and in what amount of insurance is valid under the Policy.

If Your or Your Insured Dependent's age has been misstated, the correct age will be used to determine if insurance is in effect and adjust benefits, as appropriate.

ASSIGNMENT. The rights and benefits under this Certificate may not be assigned.

#### DEFINITIONS For You and Your Dependents

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 12 weeks or less, whether taken with the Group Policyholder's prior approval or on an emergency basis.

**ANEURYSM** means an abnormal widening or ballooning of a portion of an artery due to weakness of the arterial wall. Aneurysm is diagnosed by a Physician based on arteriography or other appropriate imaging studies.

**ARTERIAL/VASCULAR DISEASE** means an Aneurysm or obstruction of an artery that is diagnosed as being of sufficient severity to require surgical/invasive intervention, such as:

- (1) coronary artery bypass graft or other bypass;
- (2) angio jet clot busting;
- (3) laser/balloon angioplasty;
- (4) atherectomy;
- (5) stent implantation; or
- (6) abdominal aortic aneurysm surgery.

Diagnosis must be made by a board-certified or board-eligible cardiologist, neurologist, or vascular surgeon. The surgical/invasive intervention requirement will be waived if:

- (1) You or Your Insured Dependent are determined to be too ill for surgical/invasive intervention; and
- (2) the Arterial/Vascular Disease would otherwise be diagnosed as of sufficient severity as to warrant surgical/invasive intervention.

**CEREBRAL PALSY** means a group of disorders of the development of movement and posture causing activity limitation that are attributed to progressive disturbances that occurred in the developing fetal or infant brain. The motor disorders of cerebral palsy are often accompanied by disturbances of sensation, cognition, communication, perception, and/or behavior and/or by a seizure disorder. Cerebral Palsy diagnosis must be made during childhood by a Physician.

**CERTIFICATE** means the Group Critical Illness 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 involuntary loss of comparable insurance under a Spouse benefit plan.

### CHILD or CHILDREN means:

- (1) Your natural child, legally adopted child, or stepchild;
- (2) a child placed with You for the pursuant of adoption;
- (3) a child for whom You are required by court order to provide insurance;
- (4) Your grandchild; or
- (5) a foster child for whom You have assumed full parental responsibility and control.

CLEFT LIP/CLEFT PALATE means orofacial cleft diagnosed during childhood by a Physician.

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**CLINICAL DIAGNOSIS** means a clinical identification of Invasive Cancer, Non-invasive Cancer/Cancer in Situ, or Skin Cancer based on history, laboratory study and symptoms. We will accept a Clinical Diagnosis in lieu of a Pathological Diagnosis only if there is medical evidence to support such diagnosis, it is consistent with professional medical standards, and a qualified medical professional has recommended interventional treatment or palliative care.

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

**COVERED CONDITION** means an event or illness:

- (1) shown in the Schedule of Benefits or in the Schedule of Benefits of any Certificate Amendment; and
- (2) for which You or Your Insured Dependent is covered under the Policy.

**CRITICAL ILLNESS INSURANCE** means the insurance provided by the Policy for You.

**CYSTIC FIBROSIS** means a hereditary disease of the exocrine glands affecting the pancreas, respiratory system, and sweat glands. It is characterized by the production of abnormally viscous mucus by the affected glands. Diagnosis must be made during childhood by a Physician and based on genetic testing.

**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.

**DEPENDENT** means Your Spouse or Dependent Child.

**DEPENDENT CHILD** means Your Child who meets the age requirements shown in the Schedule of Benefits.

**DEPENDENTS CRITICAL ILLNESS INSURANCE** means the insurance provided by the Policy for eligible Dependents.

**DOWN SYNDROME** means Down Syndrome diagnosed during childhood by a Physician and based on genetic testing.

**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.

### **EMPLOYEE (Full-Time or Regular Part-Time)** 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 is a citizen of the United States or legally works in the United States.

It also includes a former Employee who has elected Portability.

**END STAGE RENAL FAILURE** means chronic and irreversible failure of the kidneys of such magnitude that permanent dialysis or transplant is required to sustain life, or would be required if You or Your Insured Dependent were healthy enough for such treatment.

**EXCLUSIONARY PERIOD** means a specified period of time during which a Pre-existing Condition is not covered.

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 accord 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, or other organization, as shown on the Face Page of this Certificate.

**HEART ATTACK (MYOCARDIAL INFARCTION)** means death of a portion of heart muscle due to inadequate circulation in coronary arteries. No benefits are payable for a heart attack in which no death of heart muscle occurs. Diagnosis is made by a board-certified or board-eligible cardiologist and based on findings from an electrocardiogram (EKG) and elevation of cardiac enzymes or cardiac imaging evidence of segmental wall motion abnormalities. In the event of death, either autopsy confirmation of a myocardial infarction or a death certificate indicating the primary cause of death as a myocardial infarction may be substituted for diagnostic criteria. A benefit for Heart Attack is not payable if the Heart Attack occurs during a medical procedure.

**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.

**INSURED DEPENDENT** means a Dependent for whom Critical Illness Insurance under this Certificate is in effect.

**INSURED DEPENDENT CHILD** means a Dependent Child for whom Critical Illness Insurance under this Certificate is in effect.

**INSURED SPOUSE** means Your Spouse for whom Critical Illness Insurance under this Certificate is in effect.

**INVASIVE CANCER** means leukemia, except for item (4) in the list below, or malignant cells/tumors characterized by uncontrolled growth with spread beyond the initial tissue. Diagnosis must be by a board-certified or board-eligible oncologist or board-certified or board-eligible pathologist and based on Pathological Diagnosis. If a Pathological Diagnosis is medically inappropriate or life-threatening, a Clinical Diagnosis of Cancer will be accepted instead. The following are not considered Invasive Cancer for purposes of this definition:

- (1) Non-Invasive Cancer/Cancer in Situ;
- (2) basal cell carcinoma and squamous cell carcinoma of the skin (see Skin Cancer definition);

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- (3) melanoma that is diagnosed as Clark's level I or II, or Breslow less than 0.75 mm; and
- (4) chronic lymphocytic leukemia of stage zero.

LOOK-BACK PERIOD means a specified period of time during which a Pre-existing Condition exists.

MAJOR ORGAN means the heart, liver, lungs, pancreas, intestines, or combinations of these organs.

**MAJOR ORGAN FAILURE** means end-stage organ disease, as determined by a Physician appropriately specialized for the involved organ. Acceptance to the UNOS (United Network for Organ Sharing) list is required for this determination. If You or Your Insured Dependent are determined to be too ill for a transplant, but otherwise meets the criteria for placement on the UNOS list, the network requirement will be waived. The network requirement will also be waived if You or Your Insured Dependent receives a Major Organ transplant prior to placement on the network.

**MILITARY LEAVE** means a leave of absence that:

- (1) is subject to the federal USERRA law (the Uniformed Services Employment and Reemployment Rights Act of 1994 and any amendments to it);
- (2) is taken in accord with the Group Policyholder's leave policy and the federal USERRA law; and
- (3) does not exceed the period required by that law.

**MUSCULAR DYSTROPHY** means Muscular Dystrophy diagnosed during childhood by a Physician and based on genetic testing.

**NON-INVASIVE CANCER/CANCER IN SITU** means malignant cells confined to the surface tissues without invasion of the basement membrane and with no spread to regional lymph nodes or other tissues. Melanoma that is diagnosed as Clark's level I or II, or Breslow less than 0.75 mm is considered Non-Invasive Cancer/Cancer in Situ for purposes of this definition. Diagnosis is made by a board-certified or board-eligible oncologist or board-certified or board-eligible pathologist and based on Pathological Diagnosis. If a Pathological Diagnosis is medically inappropriate or life-threatening, a Clinical Diagnosis of Cancer will be accepted instead. The following are not considered Non-Invasive Cancer/Cancer in Situ for purposes of this definition:

- (1) leukemia, except for chronic lymphocytic leukemia of stage zero; and
- (2) basal cell and squamous cell carcinomas of the skin.

**OPEN 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 or Your Dependents Critical Illness Insurance.

Participation in an Open Enrollment Period does not change provisions related to the Eligibility Waiting Periods.

**PATHOLOGICAL DIAGNOSIS** means identification of Invasive Cancer, Non-invasive Cancer/Cancer in Situ, or Skin Cancer based on a microscopic study of fixed tissue or preparations from the hemi (blood) system by a qualified medical professional acting within the scope of his or her license, whether or not certified by the American Board of Pathology.

**PAYROLL PERIOD** means that period of time established by the Group Policyholder for payment of employee wages.

**PERSON** means an Employee of the Group Policyholder:

- (1) who is a member of a class that is eligible for insurance under the Policy; and
- (2) who has enrolled for insurance.

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#### **PHYSICIAN** means:

- (1) a legally qualified medical doctor who is licensed to practice medicine, to prescribe and administer drugs, or to perform Surgery; or
- (2) any other duly licensed medical practitioner who is deemed by state law to be the same as a legally qualified medical doctor.

The medical doctor or other medical practitioner must be acting within the scope of his or her license.

Physician does not include You or Your relatives. Relatives include Your:

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

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

**PRE-EXISTING CONDITION** means a Covered Condition for which You or Your Insured Dependent received Treatment during the Look-Back Period prior to Your or Your Insured Dependent's effective Date of insurance under this Certificate.

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

PRINCIPAL SUM means the Critical Illness Insurance benefit amount for You or Your Insured Dependent.

**REINSTATEMENT or TO REINSTATE** means to enroll or re-enroll for Critical Illness Insurance without satisfying a new Eligibility Waiting Period.

**SKIN CANCER** means basal cell and squamous cell carcinomas of the skin. Diagnosis is made by a board-certified or board-eligible oncologist or board-certified or board-eligible pathologist and Pathological Diagnosis. If a Pathological Diagnosis is medically inappropriate or life-threatening, a Clinical Diagnosis of Cancer will be accepted instead.

SPINA BIFIDA means Spina Bifida diagnosed during childhood by a board-certified or board-eligible Physician.

**SPOUSE** means the person lawfully married to You, as recognized by any state, possession, or territory of the United States.

**STROKE** means neurological damage to the brain due to inadequate blood flow in any of the cranial vessels, due to either blockage or rupture of the vessel. Diagnosis of neurological damage must be made by a neurologist and demonstrated by imaging (CT or MRI) and examination demonstrating new neurological deficits (motor, cognitive, or sensory), lasting more than 7 Days, that were caused by the Stroke. In the event of death, an autopsy confirmation and/or death certificate identifying Stroke as the cause of death will be accepted. Transient Ischemic Attacks (TIA) are not considered Strokes.

**TREATED or TREATMENT** means consultation, care and services provided or prescribed by a Physician. It includes diagnostic measures and the prescription, refill or taking of prescribed drugs or medicines for which symptoms exist.

**TYPE 1 DIABETES** means diabetes that results from auto-immune destruction of insulin-producing cells in the pancreas. Diagnosis is made during childhood or adolescence by a board-certified or board-eligible endocrinologist or other specialist in the treatment of diabetes, based on blood tests, and requires the confirmation of the cause of low insulin production.

**WE, OUR, or US** refer to The Lincoln National Life Insurance Company, an Indiana corporation. Its Group Insurance Service Office address is 8801 Indian Hills Drive, Omaha, Nebraska 68114-4066.

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

#### Summary of the Louisiana Life and Health Insurance Guaranty Association Act and Notice Concerning Coverage Limitations and Exclusions

Residents of Louisiana who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are required by law to be members of the Louisiana Life and Health Insurance Guaranty Association (LLHIGA). The purpose of LLHIGA is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this happens, LLHIGA will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state, and in some cases, to keep coverage in force. However, the valuable extra protection provided by these insurers through LLHIGA is limited. As noted in the disclaimer below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

### DISCLAIMER

The Louisiana Life and Health Insurance Guaranty Association provides coverage of claims under some types of policies if the insurer becomes impaired or insolvent. *COVERAGE MAY NOT BE AVAILABLE FOR YOUR POLICY*. Even if coverage is provided, there are significant limits and exclusions. Coverage is generally conditioned upon residence in this state. Other conditions may also preclude coverage.

Insurance companies and insurance agents are prohibited by law from using the existence of the association or its coverage to sell you an insurance policy.

You should not rely on the availability of coverage under the Louisiana Life and Health Insurance Guaranty Association when selecting an insurer.

The Louisiana Life and Health Insurance Guaranty Association or the Department of Insurance will respond to any questions you may have which are not answered by this document.

LLHIGA	Department of Insurance
P.O. Box 3337	P.O. Box 94214
Baton Rouge, Louisiana 70821	Baton Rouge, Louisiana 70804-9214

The state law that provides for this safety-net coverage is called the Louisiana Life and Health Insurance Guaranty Association Law (the law), and is set forth at R.S. 22:2081 *et seq*. The following is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change any person's rights or obligations under the law or the rights or obligations of LLHIGA.

## COVERAGE

Generally, individuals will be protected by the Life and Health Insurance Guaranty Association if they live in this state and hold a direct non-group life, health, or annuity policy or contract, a certificate under a direct group policy or contract for a supplemental contract to any of these, or an unallocated annuity contract, issued by an insurer authorized to conduct business in Louisiana. The beneficiaries, payees or assignees of insured persons may also be protected as well even if they live in another state unless they are afforded coverage by the guaranty association of another state, or other circumstances described under the law are applicable.

## **EXCLUSIONS FROM COVERAGE**

A person who holds a direct non-group life, health, or annuity policy or contract, a certificate under a direct group policy or contract for a supplemental contract to any of these, or an unallocated annuity contract is not protected by LLHIGA, if:

- (1) he is eligible for protection under the laws of another state (This may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state.);
- (2) the insurer was not authorized to do business in this state;
- (3) his policy was issued by a profit or nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, an insurance exchange, an organization that issues charitable gift annuities as is defined in R.S. 22:952(A)(3), or any entity similar to any of these.

LLHIGA also does not provide coverage for:

- (1) any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- (2) any policy of reinsurance (unless an assumption certificate was issued);
- (3) interest rate or crediting rate yields, or similar factors employed in calculating changes in value, that exceed an average rate;
- (4) dividends, premium refunds, or similar fees or allowances described under the Law;
- (5) credits given in connection with the administration of a policy by a group contract holder;
- (6) employers', associations' or similar entities' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them) or uninsured;
- (7) unallocated annuity contracts (which give rights to group contract holders, not individuals), except unallocated annuity contracts and defined contribution government plans qualified under section 403(b) of the United States Internal Revenue Code (26 U.S.C §403(b));
- (8) an obligation that does not arise under the express written terms of the policy or contract issued by the insurer to the policy owner or contract owner, including but not limited to, claims described under the law;
- (9) a policy or contract providing any hospital, medical, prescription drug or other health care benefits pursuant to "Medicare Part C coverage" or "Medicare Part D coverage" and any regulations issued pursuant to those parts;
- (10) interest or other changes in value to be determined by the use of an index or other external references but which have not been credited to the policy or contract or as to which the policy or contract owner's rights are subject to forfeiture, as of the date the member insurer becomes an impaired or insolvent insurer, whichever is earlier.

## LIMITS ON AMOUNT OF COVERAGE

The Louisiana Life and Health Insurance Guaranty Association Law also limits the amount LLHIGA is obligated to pay out. The benefits for which LLHIGA may become liable shall in no event exceed the lesser of the following.

- (1) LLHIGA cannot pay more than what the insurance company would owe under a policy or contract if it were not an impaired or an insolvent insurer.
- (2) For any one insured life, regardless of the number of policies or contracts there are with the same company, LLHIGA will pay a maximum of \$300,000 in life insurance death benefits, but not more than \$100,000 in net cash surrender and net cash withdrawal values for life insurance.
- (3) For any one insured life, regardless of the number of policies or contracts there are with the same company, LLHIGA will pay a maximum of \$500,000 in health insurance benefits, and LLHIGA will pay a maximum of \$250,000 in present value of annuities, including net cash surrender and net cash withdrawal values.

In no event, regardless of the number of policies and contract there were with the same company, and no matter how many different types of coverages, LLHIGA shall not be liable to expend more than \$500,000 in the aggregate with respect to any one individual.

## **CERTIFICATE AMENDMENT**

#### TO BE ATTACHED TO AND MADE A PART OF THE CERTIFICATE FOR GROUP POLICY NO.: CI-0000303053 ISSUED TO: Franciscan Missionaries of Our Lady Health System

## The Certificate is amended by the addition of the following Accidental Injury Benefit provision.

## ACCIDENTAL INJURY BENEFIT

The Accidental Injury Benefit will apply if elected by the Group Policyholder and the required premium is paid.

**ACCIDENTAL INJURY BENEFIT.** We will pay an Accidental Injury Benefit if You or Your Insured Dependent sustains one of the following incidents as a result of an Accident:

- (1) Severe Traumatic Brain Injury;
- (2) Severe Burn; or
- (3) Paralysis.

The Accident must occur while this Certificate Amendment is in force for You or Your Insured Dependent. The benefit is payable once per Accident.

The benefit does not affect any other benefits payable under the Certificate.

**AMOUNT.** The amount of the Accidental Injury Benefit equals Your or Your Insured Dependent's Critical Illness Principal Sum shown in the Schedule of Benefits of the Certificate.

**DEFINITIONS.** The following additional definitions apply to this Accidental Injury Benefit.

Accident or Accidental means an event or occurrence that was not reasonably foreseeable, or that could not have been reasonably expected or anticipated.

Aircraft means any device used for aerial navigation, including but not limited to airplanes, helicopters, balloons, gliders, parachutes, hang gliders and parasails.

Alternate Care or Rehabilitative Facility means a facility that is licensed according to state and local laws to provide skilled care, intermediate care, intermingled care, custodial care, or rehabilitative care as an alternative to care at a Hospital.

**Covered Accident** means an Accident that:

- (1) You or an Insured Dependent sustains; and
- (2) is not otherwise excluded under the Certificate or this Certificate Amendment.

Hospital means a general hospital which:

- (1) is licensed, approved or certified by the state where it is located;
- (2) is recognized by the Joint Commission;
- (3) is operated to treat Inpatients;
- (4) has a registered nurse always on duty; and
- (5) has organized facilities and equipment for diagnosis and treatment of acute medical and surgical conditions, either on its premises or in facilities available to it on a prearranged basis.

It does not include a place that:

- (1) is specialized solely in dentistry, mental illness or substance abuse;
- (2) is a rest home, home for the aged, convalescent home or nursing home; or
- (3) Alternate Care or Rehabilitative Facility, extended care or skilled nursing facility.

**Injury or Injuries** means bodily harm solely due to an Accident. It includes all complications of and all injuries received from the same Covered Accident.

### CERTIFICATE AMENDMENT (Continued)

**Inpatient** means an overnight resident patient.

Narcotic means any substance which is:

(1) classified as such by the American Psychiatric Association; and

(2) subject to legal restriction or requires a Physician's written prescription.

The term includes (but is not limited to) cannabis, cocaine, opiates, amphetamines, hallucinogens, sedatives, hypnotics and anxiolytics.

**Paralysis** means complete and permanent loss of the use of two or more limbs due to Injury. Diagnosis must be confirmed by findings from physical examination conducted by a board-certified or board-eligible neurologist, physiatrist, or other Physician.

### Severe Burn means:

(1) a third-degree (full thickness) burn covering at least 18% of the body; or

(2) a second-degree (partial thickness) burn covering at least 36% of the body.

Diagnosis is made based on clinical examination findings conducted by a board-certified or board-eligible plastic surgeon or other Physician.

Severe Traumatic Brain Injury means a sudden impact to the head or a penetrating head Injury that:

- (1) causes irreversible physical damage to the brain;
- (2) prevents performance of the material functions and activities of a person of like age and gender who is in good health;
- (3) is diagnosed by a Physician as 8 or less on the Glasgow Coma Scale (or as an equivalent score on any other officially recognized scale used to measure the severity of a brain injury).

#### Sickness means:

- (1) illness;
- (2) pregnancy; or
- (3) infection, except when the infection is due to an Accidental cut or wound.

Surgery or Surgical means a procedure performed by a Physician in a Hospital or an outpatient facility that:

- (1) is intended to be curative, palliative, or exploratory; and
- (2) requires an incision to the skin or tissue, or general anesthesia.

**EXCLUSIONS.** The Exclusions contained in the Certificate apply to this Certificate Amendment. In addition, benefits are not payable for any loss caused or contributed to by:

- (1) disease, physical or mental infirmity, Sickness, or medical or Surgical treatment of these;
- (2) voluntary intake or use by any means of any Narcotics, poison, gas, or fumes, except when:
  - (a) prescribed or administered by a Physician; and
  - (b) taken in accordance with the Physician's instructions;
- (3) military duty, including Reserves or National Guard;
- (4) travel or flight in or on any Aircraft, except:
  - (a) as a fare-paying passenger on a regularly scheduled commercial flight; or
  - (b) as a passenger, pilot, or crew member in the Group Policyholder's Aircraft while
    - flying for the Group Policyholder's business provided:
      - (i) the Aircraft has a valid U.S. airworthiness certificate (or foreign equivalent); and
      - (ii) the pilot has a valid pilot's certificate with a non-student rating authorizing him or her to fly the Aircraft;
- (5) driving a vehicle while intoxicated, as defined by the jurisdiction where the Accident occurred;
- (6) cosmetic or elective Surgery;
- (7) participating in, practicing for, or officiating any semi-professional or professional sport;
- (8) riding in or driving in any motor driven vehicle for race, stunt show or speed test;
- (9) an Injury sustained while residing outside the United States, U.S. Territories, Canada, or Mexico for more than 12 months;

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#### **CERTIFICATE AMENDMENT** (Continued)

- (10) bungee cord jumping, mountaineering, or base jumping;
- (11) skydiving, parachuting, or jumping from any Aircraft for recreational purposes; or
   (12) Injury arising out of, or in the course of, any employment for wage or profit.

OTHER PROVISIONS. Unless stated otherwise, this benefit is subject to all other provisions of the Certificate.

This amendment takes effect on January 1, 2023, or on Your effective Date of coverage under the Policy, whichever is later. In all other respects, the Certificate remains the same.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

Officer of the Company

## **CERTIFICATE AMENDMENT**

#### TO BE ATTACHED TO AND MADE A PART OF THE CERTIFICATE FOR GROUP POLICY NO.: CI-0000303053 ISSUED TO: Franciscan Missionaries of Our Lady Health System

The Certificate is amended by the addition of the following Health Assessment Benefit provision.

## HEALTH ASSESSMENT BENEFIT

The Health Assessment Benefit will apply if elected by the Group Policyholder and the required Premium is paid.

## **SCHEDULE OF BENEFITS**

Health Assessment Benefit:	\$75 per Health Assessment Test
Individual Maximum of Tests:	1 per person per Health Assessment Period
<b>Overall Maximum of Tests:</b>	6 per family, per Health Assessment Period
<b>Overall Maximum Benefit Amount:</b>	\$300 per family, per Health Assessment Period

**HEALTH ASSESSMENT BENEFIT.** We will pay the Health Assessment Benefit when You or Your Insured Dependent receives a Health Assessment Test during a Health Assessment Period.

The Health Assessment Test must be performed while Your and Your Dependents' insurance under this Certificate Amendment is in effect. The Health Assessment benefit is subject to the scheduled Individual and Overall Maximums.

### **CERTIFICATE AMENDMENT** (Continued)

**DEFINITIONS.** The following definitions are in addition to the Definitions found in the Certificate.

Health Assessment Period means an annual period beginning on Your effective Date of coverage under this Certificate Amendment.

Health Assessment Test means any of the following:

- (1)stress test:
- abdominal, aortic, or carotid ultrasound; (2)
- (3) CT angiography;
- (4) electrocardiogram (EKG/ECG)
- (5) angiography
- mammography; (6)
- (7) breast ultrasound;
- (8) pap smear;
  (9) CA 15-3 (blood test for breast cancer);
- (10) CA125 (blood test for ovarian cancer):
- (11) PSA (blood test for prostate cancer);
- (12) CEA (blood test for colon cancer);
- (13) serum protein electrophoresis (blood test for myeloma)
- (14) bone marrow testing;
- (15) colonoscopy;
- (16) flexible sigmoidoscopy;
- (17) hemoccult stool analysis;
- (18) double contrast barium enema:
- (19) helical CT scan;
- (20) dental Brush biopsy or other FDA approved screening for oral cancer;
- (21) diabetes (A1C or fasting glucose);
- (22) HIV screening;
- (23) hepatitis screening:
- (24) human papillomavirus screening: or
- (25) blood chemistry profile.

**HIV** means the Human Immunodeficiency Virus, whether HIV-1 or HIV-2.

PROOF. We must receive written proof of a Health Assessment Test, in accord with the Proof of Claim section under the Claims Procedures in the Certificate.

**OTHER PROVISIONS.** Unless stated otherwise, this benefit is subject to all other provisions of the Certificate

This amendment takes effect on January 1, 2023, or on Your effective Date of coverage under the Policy, whichever is later. In all other respects, the Certificate remains the same.

## THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

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## **CERTIFICATE AMENDMENT**

#### TO BE ATTACHED TO AND MADE A PART OF THE CERTIFICATE FOR GROUP POLICY NO.: CI-0000303053 ISSUED TO: Franciscan Missionaries of Our Lady Health System

### The Certificate is amended by the addition of the following Occupational Disease Benefit.

### **OCCUPATIONAL DISEASE BENEFIT**

The Occupational Disease Benefit will apply if elected by the Group Policyholder and the required premium is paid.

SCHEDULE OF BENEFITS
Percentage of Principal Sum
100%
100%
25%
25%
25%
25%

**OCCUPATIONAL DISEASE BENEFIT.** We will pay an Occupational Disease Benefit if You test positive for an Occupational Disease shown in the Schedule of Benefits above while covered under this Occupational Disease Benefit Amendment. Infection acquired outside Your workplace is not considered Occupational Disease. The benefit does not affect any other benefits payable under the Certificate.

**PROOF.** We must receive proof of infection from the laboratory that performed the test. You are responsible for any expenses incurred for testing for infection. The testing:

- (1) may not be self-administered; and
- (2) must be provided by a licensed laboratory.

**DEFINITIONS.** The following additional definitions apply to this Occupational Disease Benefit.

Hepatitis means viral hepatitis, types B, C, and D. It does not include type-A hepatitis.

HIV means the Human Immunodeficiency Virus, whether HIV-1 or HIV-2.

#### CERTIFICATE AMENDMENT (Continued)

**Invasive MRSA Infection** means infection with Methicillin-resistant Staphylococcus aureus (MRSA). Diagnosis of Invasive MRSA Infection must be made by a Physician. Treatment must occur in a hospital/clinical setting.

**Occupational Disease** means Hepatitis, HIV, MRSA Infection, Rabies, Tetanus, or Tuberculosis that occurs as a result of Your documented accidental exposure in Your workplace to one of those diseases. Diagnosis of infection must be confirmed by testing relevant to the disease, administered under the direction of and interpreted by a Physician. The accidental exposure must be documented by an appropriate accident report at the workplace. Infection acquired outside Your workplace is not considered Occupational Disease.

**Rabies** means viral disease of mammals transmitted through the bite of an animal infected with the rabies virus. Diagnosis must be made by a Physician.

**Tetanus** means infectious disease caused by contamination of wounds with the bacteria Clostridium tetani. Diagnosis of Tetanus must be made by a Physician.

**Tuberculosis** means infection by the bacteria Mycobacterium tuberculosis. Diagnosis of Tuberculosis must be made by a Physician.

**EXCLUSIONS.** The Exclusions contained in the Certificate apply to this Certificate Amendment. In addition, We will not pay an Occupational Disease Benefit if You test positive for HIV prior to the effective date of Your coverage under the Policy; or before the effective date of the Occupational Disease Benefit, if added later by amendment.

**OTHER PROVISIONS.** Unless stated otherwise, this benefit is subject to all other provisions of the Certificate.

This amendment takes effect on January 1, 2023, or on Your effective Date of coverage under the Policy, whichever is later. In all other respects, the Certificate remains the same.

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## **CERTIFICATE AMENDMENT**

#### TO BE ATTACHED TO AND MADE A PART OF THE CERTIFICATE FOR GROUP POLICY NO.: CI-0000303053 ISSUED TO: Franciscan Missionaries of Our Lady Health System

#### The Certificate is amended by the addition of the following Supplemental Benefits.

### SUPPLEMENTAL BENEFITS

The Supplemental Benefits amendment will apply if elected by the Group Policyholder and the required premium is paid.

#### **SCHEDULE OF BENEFITS**

<b>Covered Condition</b>	Percentage of Principal Sum
Acquired Immune Deficiency Syndrome (AIDS)	100%
Advanced ALS/Lou Gehring's Disease	100%
Advanced Alzheimer's Disease	100%
Advanced Chronic Obstructive Pulmonary Disease (COPD)	100%
Advanced Parkinson's Disease	100%
Advanced Multiple Sclerosis (MS)	25%
Loss of Speech	25%
Loss of Sight	25%
Loss of Hearing	25%

**SUPPLEMENTAL BENEFITS.** We will pay a Supplemental Benefit if You or Your Insured Dependent sustains a Covered Condition shown in the Schedule of Benefits above while insured under this Certificate Amendment.

**DEFINITIONS.** The following additional definitions apply to this Supplemental Benefits amendment.

Acquired Immune Deficiency Syndrome (AIDS) means Acquired Immune Deficiency Syndrome with a CD4 cell count below 200 cells/mm, diagnosed by a Physician.

Advanced ALS/Lou Gehrig's Disease means amyotrophic lateral sclerosis (ALS or Lou Gehrig's Disease) of the Middle Stage according to the Muscular Dystrophy Association. Definitive diagnosis must be made by a board-certified or board-eligible neurologist according to diagnostic criteria for the specific illness. Other motor neuron diseases are not considered to be ALS. Initial diagnosis of ALS/Lou Gehrig's Disease must occur while You or Your Insured Dependent is covered under the Policy.

#### **CERTIFICATE AMENDMENT** (Continued)

Advanced Alzheimer's Disease means dementia of the Alzheimer's Type that has progressed to the point that the individual can be classified as Functional Assessment Staging (FAST) Scale Stage 6. Diagnosis is made by a board-certified or board-eligible neurologist on the basis of neurological examination and cognitive testing. Initial diagnosis of Alzheimer's Disease must occur while You or Your Insured Dependent is covered under the Policy.

Advanced Chronic Obstructive Pulmonary Disease (COPD) means Grade 4 Very Severe pulmonary disease as confirmed by a pulmonologist with spirometric evidence of severe airflow limitations defined by FEV1 < 30percent of predicted.

Advanced Multiple Sclerosis (MS) means Multiple Sclerosis with demonstrated neurological deficits that have been present for six months or more. Diagnosis is made by a board-certified or board-eligible neurologist on the basis of

- (1)neurological examination demonstrating functional impairments;
- imaging studies of the brain or spine demonstrating lesions consistent with MS; and (2)
- (3) analysis of cerebrospinal fluid consistent with the diagnosis; and
- an Expanded Disability Status Scale (EDSS) score of 6 or above. (4)

Initial diagnosis of Multiple Sclerosis must occur while You or Your Insured Dependent is covered under the Policy.

Advanced Parkinson's Disease means Parkinson's Disease that has progressed to Stage 4, as diagnosed by a board-certified or board-eligible neurologist based on abnormal findings from neurological examination, cognitive testing, and results of imaging studies. Initial diagnosis of Parkinson's Disease must occur while You or Your Insured Dependent is covered under the Policy.

Loss of Hearing means permanent reduction in both ears to a point that You or Your Insured Dependent is unable to hear sounds at or below 70 decibels, which cannot be corrected by surgery or the use of a device. Diagnosis is made by a board-certified or board-eligible otolaryngologist as diagnosed by audiometric testing.

Loss of Sight means permanent loss of sight in both eyes such that corrected visual acuity is 20/200 or less, or the field of vision is less than 20 degrees, and which cannot be corrected by surgery or the use of a device. Diagnosis is made by a board-certified or board-eligible ophthalmologist or board-certified or board-eligible neuro-ophthalmologist based on the above criteria and noted to be of permanent duration.

Loss of Speech means loss of the ability to speak to the extent that the individual is unintelligible to another person with normal hearing, for at least 12 months. Diagnosis is made by a board-certified or board-eligible otolaryngologist or board-certified or board-eligible neurologist.

**OTHER PROVISIONS.** Unless stated otherwise, this benefit is subject to all other provisions of the Certificate.

This amendment takes effect on January 1, 2023, or on Your effective Date of coverage under the Policy, whichever is later. In all other respects, the Certificate remains the same.

## THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

Officer of the Company



# Lincoln Financial Group® Privacy Practices Notice

The Lincoln Financial Group 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. We do not sell your personal information to third parties. 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.

#### 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 or insurance 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 type of personal information we collect depends 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; and 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 in order to enroll you in the plan.

### How we use your personal information

We may share your personal information within our companies and with certain service providers. They 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 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. They include financial service providers (for example, third party administrators; broker-dealers; insurance agents and brokers, registered representatives; reinsurers and other financial services companies with whom we have joint marketing agreements). Our service providers also include non-financial companies and individuals (for example, 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 also may provide information to group policy owners or their designees (for example, to your employer for employer-sponsored plans and their authorized service providers), regulatory authorities and law enforcement officials, and to other non-affiliated 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 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; nor do we release information we receive about you from a consumer reporting agency. You do not need to take any action for this benefit.

## Security of information

We have an important responsibility to keep your information safe. We use safeguards to protect your information from unauthorized disclosure. 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.

## 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). 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 persons 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 act upon 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 or mail to: Lincoln Financial Group, 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, please call 1-877-ASK-LINC.

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

First Penn-Pacific Life Insurance Company	Lincoln Life & Annuity Company of New York
Lincoln Financial Distributors, Inc.	Lincoln Life Assurance Company of Boston
Lincoln Financial Group Trust Company	Lincoln Retirement Services Company, LLC
Lincoln Investment Advisors Corporation	Lincoln Variable Insurance Products Trust
	The Lincoln National Life Insurance Company

\*\*This Notice is effective 14 calendar days after it is made available on Lincoln's website, www.LFG.com/privacy.