

AMENDMENT NO. 23

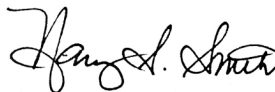
TO BE ATTACHED TO AND MADE PART OF GROUP POLICY NO.: 000010167602

ISSUED TO: WellSpan Health

It is agreed that the above policy be replaced with the attached Policy, which is revised and dated June 1, 2022.

The effective date of this amendment is June 1, 2022; but only with respect to losses incurred on or after that date. Nothing contained in this amendment shall change any of the terms and conditions of this Policy; except as stated above.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY



Officer of the Company

Accepted by the Group Policyholder this _____ day of _____ 20____

By _____ Title _____



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

Group Policyholder:

WellSpan Health

In Consideration of the Group Policyholder's application for this Policy and payment of all premiums when due, The Lincoln National Life Insurance Company agrees to make the payments provided in this Policy to the persons entitled to them.

The first premium for this Policy is due on its effective date. Subsequent premiums are due on February 1, 2013, and on the same day of each month after that. Policy anniversaries will be each January 1st; unless shown otherwise on the Premium Rate Schedule inside.

The provisions and conditions set forth on the following pages are a part of this Policy, as fully as if recited over the signatures below.

The Lincoln National Life Insurance Company has executed this Policy at its Group Insurance Service Office in Omaha, Nebraska. The issue date of this Policy is January 1, 2013.

Handwritten signature of James A. Smith in black ink.

SECRETARY

Handwritten signature of Dennis R. Glass in black ink.

PRESIDENT

GROUP INSURANCE POLICY
No. 000010167602
PROVIDING
LIFE INSURANCE
ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE
DEPENDENT LIFE INSURANCE

This Policy contains an Accelerated Death Benefit provision. Receipt of an Accelerated Death Benefit will reduce benefits specified in this Policy. Accelerated Death Benefits may be taxable. As with all tax matters, the Insured Person should consult a professional tax advisor before applying for this benefit. Please read the Limitations section of the Accelerated Death Benefit included in this Policy.

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WellSpan Health
000010167602
SCHEDULE OF INSURANCE

ELIGIBLE CLASSES

Class 1	A Employees
Class 2	C Employees
Class 3	E Employees
Class 4	G Employees
Class 5	L Employees
Class 6	P Employees
Class 7	R Employees excluding Medical Residents and Medical Fellows
Class 8	S Employees
Class 10	Retirees
Class 14	All Full-Time Employees electing a \$50,000 Benefit
Class 15	Grandfather Retiree with a Benefit of \$1,444
Class 16	Grandfather Retiree with a Benefit of \$1,868
Class 17	All Non-Bargaining Retirees of WellSpan Chambersburg Hospital with 10 or more years of service who retired on a pension plan controlled and administered by the Employer prior to December 31, 2020
Class 18	All Medical Residents and Medical Fellows

The amount of an Insured Person's insurance is determined from the following table. The initial amount of coverage is the amount which applies to an Insured Person's Class on the date his or her coverage takes effect. An Insured Person may become eligible for increases in the amount of insurance in accord with the table. Any such increase will take effect on the latest of:

- (1) the first day of the Insurance Month coinciding with or next following the date on which the Insured Person becomes eligible for the increase; if Actively at Work on that day;
- (2) the day the Insured Person resumes Active Work, if not Actively at Work on the day the increase would otherwise take effect; or
- (3) the day any required evidence of insurability is approved by the Company.

Any decrease will take effect on the day of the change; whether or not the Insured Person is Actively at Work.

The amount of an Insured Person's Life Insurance shall be reduced by the amount of any Life Insurance in effect as a result of exercising the rights under the Conversion Privilege section of this Policy.

WellSpan Health
000010167602
SCHEDULE OF INSURANCE (CONTINUED)

Under the Continuation of Coverage provision, the word "retire" or "retirement" means an Insured Person's attainment of the Social Security Normal Retirement Age. The use of the word "retire" or "retirement" elsewhere in this Policy means an Insured Person's retirement from employment with the Employer.

WellSpan Health
000010167602
SCHEDULE OF INSURANCE
For
Class 1 - A Employees

MINIMUM HOURS: 20 hours per week

WAITING PERIOD: (For date insurance begins, refer to "Effective Date" section)
The first day of the Insurance Month following the date of hire

CONTRIBUTIONS: Insured Persons are not required to make contributions for Basic Personal Life & AD&D Insurance. Insured Persons are required to make contributions for Optional Personal Life Insurance, Spouse Life Insurance and Child Life Insurance.

Basic Annual Earnings means the Insured Person's annual gross base salary or annualized gross hourly pay from the Group Policyholder before taxes on the Determination Date. The "**Determination Date**" is the last day worked just prior to the loss.

It does **not** include commissions, bonuses, overtime pay, or any other extra compensation. It does **not** include income from a source other than the Group Policyholder. It will not exceed the amount shown in the Group Policyholder's financial records or the amount for which premium has been paid; whichever is less.

BASIC LIFE AND AD&D INSURANCE

	Benefit Amount
Personal Life Insurance	Two and one-half times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$500,000.
AD&D Insurance Principal Sum	Two and one-half times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$500,000.

Personal Life and AD&D Insurance will terminate when the Insured Person retires, unless eligible for retiree benefits as a member of Class 10.

The combined amounts of Basic and Optional Life Insurance are subject to a maximum of \$1,500,000.

WellSpan Health
000010167602
SCHEDULE OF INSURANCE
For
Class 1
OPTIONAL LIFE INSURANCE

Personal Life Insurance	Benefit Amount
Option 1:	One times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.
Option 2:	Two times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.
Option 3:	Three times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.
Option 4:	Four times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.
Option 5:	Five times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.

Personal Life Insurance will terminate when the Insured Person attains age 99, unless eligible for retiree benefits.

Evidence of Insurability must be submitted to and approved by the Company when:

1. Optional Life Insurance amounts exceed the guarantee issue amount of \$500,000 or 500% of salary, whichever is less, at initial enrollment;
2. the amount of Optional Life Insurance in excess of the guarantee issue amount, increases after the initial enrollment due to salary increases;
3. the Optional Life Insurance election is increased after the initial enrollment; or
4. initial coverage is elected more than 31 days after first becoming eligible.

Refer to the Evidence of Insurability section for any additional requirements.

If any evidence of insurability is required, it will be provided at the Person's own expense.

The combined amounts of Basic and Optional Life Insurance are subject to a maximum of \$1,500,000.

An Insured Person may elect Optional Personal Life Insurance, provided such Insured Person is also enrolled in the Basic Insurance Program.

Participation in the Optional program is based on the Group Policyholder's enrollment remaining above the greater of 10 employees or 25% of those employees electing Optional Life Insurance.

WellSpan Health
000010167602
SCHEDULE OF INSURANCE
For
Class 1
OPTIONAL LIFE INSURANCE (CONTINUED)

DEPENDENTS INSURANCE

Benefit Amount

Spouse Life Insurance

A Person may elect Life Insurance in any \$10,000 increment; subject to a minimum of \$10,000 and a maximum of \$500,000.

Child Life Insurance

Benefit Amount

Option 1:

Dependent Child (age 14 days to 26 years)

\$2,500

Option 2:

Dependent Child (age 14 days to 26 years)

\$5,000

Option 3:

Dependent Child (age 14 days to 26 years)

\$10,000

Evidence of Insurability must be submitted to and approved by the Company when:

1. Optional Spouse Life Insurance amounts exceed the guarantee issue amount of \$30,000 at initial enrollment;
2. the amount of Optional Spouse Life Insurance increases after the initial enrollment due to salary or benefit increases; or
3. initial coverage is elected more than 31 days after first becoming eligible.

Refer to the Evidence of Insurability section for any additional requirements.

If any evidence of insurability is required, it will be provided at the Person's own expense.

WellSpan Health
000010167602
SCHEDULE OF INSURANCE
For
Class 2 - C Employees

MINIMUM HOURS: 20 hours per week

WAITING PERIOD: (For date insurance begins, refer to "Effective Date" section)
The first day of the Insurance Month following the date of hire

CONTRIBUTIONS: Insured Persons are not required to make contributions for Basic Personal Life & AD&D Insurance. Insured Persons are required to make contributions for Optional Personal Life Insurance, Spouse Life Insurance and Child Life Insurance.

Basic Annual Earnings means the Insured Person's annual gross base salary or annualized gross hourly pay from the Group Policyholder before taxes on the Determination Date. The "**Determination Date**" is the last day worked just prior to the loss.

It does **not** include commissions, bonuses, overtime pay, or any other extra compensation. It does **not** include income from a source other than the Group Policyholder. It will not exceed the amount shown in the Group Policyholder's financial records or the amount for which premium has been paid; whichever is less.

BASIC LIFE AND AD&D INSURANCE

	Benefit Amount
Personal Life Insurance	One and one-half times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$500,000.
AD&D Insurance Principal Sum	One and one-half times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$500,000.

Personal Life and AD&D Insurance will terminate when the Insured Person retires, unless eligible for retiree benefits as a member of Class 10.

The combined amounts of Basic and Optional Life Insurance are subject to a maximum of \$1,500,000.

WellSpan Health
000010167602
SCHEDULE OF INSURANCE
For
Class 2
OPTIONAL LIFE INSURANCE

Personal Life Insurance	Benefit Amount
Option 1:	One times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.
Option 2:	Two times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.
Option 3:	Three times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.
Option 4:	Four times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.
Option 5:	Five times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.

Personal Life Insurance will terminate when the Insured Person attains age 99, unless eligible for retiree benefits.

Evidence of Insurability must be submitted to and approved by the Company when:

1. Optional Life Insurance amounts exceed the guarantee issue amount of \$500,000 or 500% of salary, whichever is less, at initial enrollment;
2. the amount of Optional Life Insurance in excess of the guarantee issue amount, increases after the initial enrollment due to salary increases;
3. the Optional Life Insurance election is increased after the initial enrollment; or
4. initial coverage is elected more than 31 days after first becoming eligible.

Refer to the Evidence of Insurability section for any additional requirements.

If any evidence of insurability is required, it will be provided at the Person's own expense.

The combined amounts of Basic and Optional Life Insurance are subject to a maximum of \$1,500,000.

An Insured Person may elect Optional Personal Life Insurance, provided such Insured Person is also enrolled in the Basic Insurance Program.

Participation in the Optional program is based on the Group Policyholder's enrollment remaining above the greater of 10 employees or 25% of those employees electing Optional Life Insurance.

WellSpan Health
000010167602
SCHEDULE OF INSURANCE
For
Class 2
OPTIONAL LIFE INSURANCE (CONTINUED)

DEPENDENTS INSURANCE

Benefit Amount

Spouse Life Insurance

A Person may elect Life Insurance in any \$10,000 increment; subject to a minimum of \$10,000 and a maximum of \$500,000.

Child Life Insurance

Benefit Amount

Option 1:

Dependent Child (age 14 days to 26 years)

\$2,500

Option 2:

Dependent Child (age 14 days to 26 years)

\$5,000

Option 3:

Dependent Child (age 14 days to 26 years)

\$10,000

Evidence of Insurability must be submitted to and approved by the Company when:

1. Optional Spouse Life Insurance amounts exceed the guarantee issue amount of \$30,000 at initial enrollment;
2. the amount of Optional Spouse Life Insurance increases after the initial enrollment due to salary or benefit increases; or
3. initial coverage is elected more than 31 days after first becoming eligible.

Refer to the Evidence of Insurability section for any additional requirements.

If any evidence of insurability is required, it will be provided at the Person's own expense.

WellSpan Health
000010167602
SCHEDULE OF INSURANCE
For
Class 3 - E Employees

MINIMUM HOURS: 20 hours per week

WAITING PERIOD: (For date insurance begins, refer to "Effective Date" section)
The first day of the Insurance Month following the date of hire

CONTRIBUTIONS: Insured Persons are not required to make contributions for Basic Personal Life & AD&D Insurance. Insured Persons are required to make contributions for Optional Personal Life Insurance, Spouse Life Insurance and Child Life Insurance.

Basic Annual Earnings means the Insured Person's annual gross base salary or annualized gross hourly pay from the Group Policyholder before taxes on the Determination Date. The "**Determination Date**" is the last day worked just prior to the loss.

It does **not** include commissions, bonuses, overtime pay, or any other extra compensation. It does **not** include income from a source other than the Group Policyholder. It will not exceed the amount shown in the Group Policyholder's financial records or the amount for which premium has been paid; whichever is less.

BASIC LIFE AND AD&D INSURANCE

	Benefit Amount
Personal Life Insurance	Two and one-half times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$500,000.
AD&D Insurance Principal Sum	Two and one-half times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$500,000.

Personal Life and AD&D Insurance will terminate when the Insured Person retires, unless eligible for retiree benefits as a member of Class 10.

The combined amounts of Basic and Optional Life Insurance are subject to a maximum of \$1,500,000.

WellSpan Health
000010167602
SCHEDULE OF INSURANCE
For
Class 3
OPTIONAL LIFE INSURANCE

Personal Life Insurance	Benefit Amount
Option 1:	One times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.
Option 2:	Two times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.
Option 3:	Three times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.
Option 4:	Four times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.
Option 5:	Five times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.

Personal Life Insurance will terminate when the Insured Person attains age 99, unless eligible for retiree benefits.

Evidence of Insurability must be submitted to and approved by the Company when:

1. Optional Life Insurance amounts exceed the guarantee issue amount of \$500,000 or 500% of salary, whichever is less, at initial enrollment;
2. the amount of Optional Life Insurance in excess of the guarantee issue amount, increases after the initial enrollment due to salary increases;
3. the Optional Life Insurance election is increased after the initial enrollment; or
4. initial coverage is elected more than 31 days after first becoming eligible.

Refer to the Evidence of Insurability section for any additional requirements.

If any evidence of insurability is required, it will be provided at the Person's own expense.

The combined amounts of Basic and Optional Life Insurance are subject to a maximum of \$1,500,000.

An Insured Person may elect Optional Personal Life Insurance, provided such Insured Person is also enrolled in the Basic Insurance Program.

Participation in the Optional program is based on the Group Policyholder's enrollment remaining above the greater of 10 employees or 25% of those employees electing Optional Life Insurance.

WellSpan Health
000010167602
SCHEDULE OF INSURANCE
For
Class 3
OPTIONAL LIFE INSURANCE (CONTINUED)

DEPENDENTS INSURANCE

Benefit Amount

Spouse Life Insurance

A Person may elect Life Insurance in any \$10,000 increment; subject to a minimum of \$10,000 and a maximum of \$500,000.

Child Life Insurance

Benefit Amount

Option 1:

Dependent Child (age 14 days to 26 years)

\$2,500

Option 2:

Dependent Child (age 14 days to 26 years)

\$5,000

Option 3:

Dependent Child (age 14 days to 26 years)

\$10,000

Evidence of Insurability must be submitted to and approved by the Company when:

1. Optional Spouse Life Insurance amounts exceed the guarantee issue amount of \$30,000 at initial enrollment;
2. the amount of Optional Spouse Life Insurance increases after the initial enrollment due to salary or benefit increases; or
3. initial coverage is elected more than 31 days after first becoming eligible.

Refer to the Evidence of Insurability section for any additional requirements.

If any evidence of insurability is required, it will be provided at the Person's own expense.

WellSpan Health
000010167602
SCHEDULE OF INSURANCE
For
Class 4 - G Employees

MINIMUM HOURS: 20 hours per week

WAITING PERIOD: (For date insurance begins, refer to "Effective Date" section)
The first day of the Insurance Month following the date of hire

CONTRIBUTIONS: Insured Persons are not required to make contributions for Basic Personal Life & AD&D Insurance. Insured Persons are required to make contributions for Optional Personal Life Insurance, Spouse Life Insurance and Child Life Insurance.

Basic Annual Earnings means the Insured Person's annual gross base salary or annualized gross hourly pay from the Group Policyholder before taxes on the Determination Date. The "**Determination Date**" is the last day worked just prior to the loss.

It does **not** include commissions, bonuses, overtime pay, or any other extra compensation. It does **not** include income from a source other than the Group Policyholder. It will not exceed the amount shown in the Group Policyholder's financial records or the amount for which premium has been paid; whichever is less.

BASIC LIFE AND AD&D INSURANCE

	Benefit Amount
Personal Life Insurance	One times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$500,000.
AD&D Insurance Principal Sum	One times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$500,000.

Personal Life and AD&D Insurance will terminate when the Insured Person retires, unless eligible for retiree benefits as a member of Class 10.

The combined amounts of Basic and Optional Life Insurance are subject to a maximum of \$1,500,000.

WellSpan Health
000010167602
SCHEDULE OF INSURANCE
For
Class 4
OPTIONAL LIFE INSURANCE

Personal Life Insurance	Benefit Amount
Option 1:	One times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.
Option 2:	Two times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.
Option 3:	Three times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.
Option 4:	Four times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.
Option 5:	Five times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.

Personal Life Insurance will terminate when the Insured Person attains age 99, unless eligible for retiree benefits.

Evidence of Insurability must be submitted to and approved by the Company when:

1. Optional Life Insurance amounts exceed the guarantee issue amount of \$500,000 or 500% of salary, whichever is less, at initial enrollment;
2. the amount of Optional Life Insurance in excess of the guarantee issue amount, increases after the initial enrollment due to salary increases;
3. the Optional Life Insurance election is increased after the initial enrollment; or
4. initial coverage is elected more than 31 days after first becoming eligible.

Refer to the Evidence of Insurability section for any additional requirements.

If any evidence of insurability is required, it will be provided at the Person's own expense.

The combined amounts of Basic and Optional Life Insurance are subject to a maximum of \$1,500,000.

An Insured Person may elect Optional Personal Life Insurance, provided such Insured Person is also enrolled in the Basic Insurance Program.

Participation in the Optional program is based on the Group Policyholder's enrollment remaining above the greater of 10 employees or 25% of those employees electing Optional Life Insurance.

WellSpan Health
000010167602
SCHEDULE OF INSURANCE
For
Class 4
OPTIONAL LIFE INSURANCE (CONTINUED)

DEPENDENTS INSURANCE

Benefit Amount

Spouse Life Insurance

A Person may elect Life Insurance in any \$10,000 increment; subject to a minimum of \$10,000 and a maximum of \$500,000.

Child Life Insurance

Benefit Amount

Option 1:

Dependent Child (age 14 days to 26 years)

\$2,500

Option 2:

Dependent Child (age 14 days to 26 years)

\$5,000

Option 3:

Dependent Child (age 14 days to 26 years)

\$10,000

Evidence of Insurability must be submitted to and approved by the Company when:

1. Optional Spouse Life Insurance amounts exceed the guarantee issue amount of \$30,000 at initial enrollment;
2. the amount of Optional Spouse Life Insurance increases after the initial enrollment due to salary or benefit increases; or
3. initial coverage is elected more than 31 days after first becoming eligible.

Refer to the Evidence of Insurability section for any additional requirements.

If any evidence of insurability is required, it will be provided at the Person's own expense.

WellSpan Health
000010167602
SCHEDULE OF INSURANCE
For
Class 5 - L Employees

MINIMUM HOURS: 20 hours per week

WAITING PERIOD: (For date insurance begins, refer to "Effective Date" section)
The first day of the Insurance Month following the date of hire

CONTRIBUTIONS: Insured Persons are not required to make contributions for Basic Personal Life & AD&D Insurance. Insured Persons are required to make contributions for Optional Personal Life Insurance, Spouse Life Insurance and Child Life Insurance.

Basic Annual Earnings means the Insured Person's annual gross base salary or annualized gross hourly pay from the Group Policyholder before taxes on the Determination Date. The "**Determination Date**" is the last day worked just prior to the loss.

It does **not** include commissions, bonuses, overtime pay, or any other extra compensation. It does **not** include income from a source other than the Group Policyholder. It will not exceed the amount shown in the Group Policyholder's financial records or the amount for which premium has been paid; whichever is less.

BASIC LIFE AND AD&D INSURANCE

	Benefit Amount
Personal Life Insurance	Two and one-half times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$500,000.
AD&D Insurance Principal Sum	Two and one-half times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$500,000.

Personal Life and AD&D Insurance will terminate when the Insured Person retires, unless eligible for retiree benefits as a member of Class 10.

The combined amounts of Basic and Optional Life Insurance are subject to a maximum of \$1,500,000.

WellSpan Health
000010167602
SCHEDULE OF INSURANCE
For
Class 5
OPTIONAL LIFE INSURANCE

Personal Life Insurance	Benefit Amount
Option 1:	One times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.
Option 2:	Two times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.
Option 3:	Three times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.
Option 4:	Four times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.
Option 5:	Five times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.

Personal Life Insurance will terminate when the Insured Person attains age 99, unless eligible for retiree benefits.

Evidence of Insurability must be submitted to and approved by the Company when:

1. Optional Life Insurance amounts exceed the guarantee issue amount of \$500,000 or 500% of salary, whichever is less, at initial enrollment;
2. the amount of Optional Life Insurance in excess of the guarantee issue amount, increases after the initial enrollment due to salary increases;
3. the Optional Life Insurance election is increased after the initial enrollment; or
4. initial coverage is elected more than 31 days after first becoming eligible.

Refer to the Evidence of Insurability section for any additional requirements.

If any evidence of insurability is required, it will be provided at the Person's own expense.

The combined amounts of Basic and Optional Life Insurance are subject to a maximum of \$1,500,000.

An Insured Person may elect Optional Personal Life Insurance, provided such Insured Person is also enrolled in the Basic Insurance Program.

Participation in the Optional program is based on the Group Policyholder's enrollment remaining above the greater of 10 employees or 25% of those employees electing Optional Life Insurance.

WellSpan Health
000010167602
SCHEDULE OF INSURANCE
For
Class 5
OPTIONAL LIFE INSURANCE (CONTINUED)

DEPENDENTS INSURANCE

Benefit Amount

Spouse Life Insurance

A Person may elect Life Insurance in any \$10,000 increment; subject to a minimum of \$10,000 and a maximum of \$500,000.

Child Life Insurance

Benefit Amount

Option 1:

Dependent Child (age 14 days to 26 years)

\$2,500

Option 2:

Dependent Child (age 14 days to 26 years)

\$5,000

Option 3:

Dependent Child (age 14 days to 26 years)

\$10,000

Evidence of Insurability must be submitted to and approved by the Company when:

1. Optional Spouse Life Insurance amounts exceed the guarantee issue amount of \$30,000 at initial enrollment;
2. the amount of Optional Spouse Life Insurance increases after the initial enrollment due to salary or benefit increases; or
3. initial coverage is elected more than 31 days after first becoming eligible.

Refer to the Evidence of Insurability section for any additional requirements.

If any evidence of insurability is required, it will be provided at the Person's own expense.

WellSpan Health
000010167602
SCHEDULE OF INSURANCE
For
Class 6 - P Employees

MINIMUM HOURS: 20 hours per week

WAITING PERIOD: (For date insurance begins, refer to "Effective Date" section)
The first day of the Insurance Month following the date of hire

CONTRIBUTIONS: Insured Persons are not required to make contributions for Basic Personal Life & AD&D Insurance. Insured Persons are required to make contributions for Optional Personal Life Insurance, Spouse Life Insurance and Child Life Insurance.

Basic Annual Earnings means the Insured Person's annual gross base salary or annualized gross hourly pay from the Group Policyholder before taxes on the Determination Date. The "**Determination Date**" is the last day worked just prior to the loss.

It does **not** include commissions, bonuses, overtime pay, or any other extra compensation. It does **not** include income from a source other than the Group Policyholder. It will not exceed the amount shown in the Group Policyholder's financial records or the amount for which premium has been paid; whichever is less.

BASIC LIFE AND AD&D INSURANCE

	Benefit Amount
Personal Life Insurance	Two and one-half times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$500,000.
AD&D Insurance Principal Sum	Two and one-half times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$500,000.

Personal Life and AD&D Insurance will terminate when the Insured Person retires, unless eligible for retiree benefits as a member of Class 10.

The combined amounts of Basic and Optional Life Insurance are subject to a maximum of \$1,500,000.

WellSpan Health
000010167602
SCHEDULE OF INSURANCE
For
Class 6
OPTIONAL LIFE INSURANCE

Personal Life Insurance	Benefit Amount
Option 1:	One times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.
Option 2:	Two times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.
Option 3:	Three times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.
Option 4:	Four times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.
Option 5:	Five times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.

Personal Life Insurance will terminate when the Insured Person attains age 99, unless eligible for retiree benefits.

Evidence of Insurability must be submitted to and approved by the Company when:

1. Optional Life Insurance amounts exceed the guarantee issue amount of \$500,000 or 500% of salary, whichever is less, at initial enrollment;
2. the amount of Optional Life Insurance in excess of the guarantee issue amount, increases after the initial enrollment due to salary increases;
3. the Optional Life Insurance election is increased after the initial enrollment; or
4. initial coverage is elected more than 31 days after first becoming eligible.

Refer to the Evidence of Insurability section for any additional requirements.

If any evidence of insurability is required, it will be provided at the Person's own expense.

The combined amounts of Basic and Optional Life Insurance are subject to a maximum of \$1,500,000.

An Insured Person may elect Optional Personal Life Insurance, provided such Insured Person is also enrolled in the Basic Insurance Program.

Participation in the Optional program is based on the Group Policyholder's enrollment remaining above the greater of 10 employees or 25% of those employees electing Optional Life Insurance.

WellSpan Health
000010167602
SCHEDULE OF INSURANCE
For
Class 6
OPTIONAL LIFE INSURANCE (CONTINUED)

DEPENDENTS INSURANCE

Benefit Amount

Spouse Life Insurance

A Person may elect Life Insurance in any \$10,000 increment; subject to a minimum of \$10,000 and a maximum of \$500,000.

Child Life Insurance

Benefit Amount

Option 1:

Dependent Child (age 14 days to 26 years)

\$2,500

Option 2:

Dependent Child (age 14 days to 26 years)

\$5,000

Option 3:

Dependent Child (age 14 days to 26 years)

\$10,000

Evidence of Insurability must be submitted to and approved by the Company when:

1. Optional Spouse Life Insurance amounts exceed the guarantee issue amount of \$30,000 at initial enrollment;
2. the amount of Optional Spouse Life Insurance increases after the initial enrollment due to salary or benefit increases; or
3. initial coverage is elected more than 31 days after first becoming eligible.

Refer to the Evidence of Insurability section for any additional requirements.

If any evidence of insurability is required, it will be provided at the Person's own expense.

WellSpan Health
000010167602
SCHEDULE OF INSURANCE

For

Class 7 - R Employees excluding Medical Residents and Medical Fellows

MINIMUM HOURS: 20 hours per week

WAITING PERIOD: (For date insurance begins, refer to "Effective Date" section)
The first day of the Insurance Month following the date of hire

CONTRIBUTIONS: Insured Persons are not required to make contributions for Basic Personal Life & AD&D Insurance. Insured Persons are required to make contributions for Optional Personal Life Insurance, Spouse Life Insurance and Child Life Insurance.

Basic Annual Earnings means the Insured Person's annual gross base salary or annualized gross hourly pay from the Group Policyholder before taxes on the Determination Date. The "**Determination Date**" is the last day worked just prior to the loss.

It does **not** include commissions, bonuses, overtime pay, or any other extra compensation. It does **not** include income from a source other than the Group Policyholder. It will not exceed the amount shown in the Group Policyholder's financial records or the amount for which premium has been paid; whichever is less.

BASIC LIFE AND AD&D INSURANCE

Benefit Amount

Personal Life Insurance	Two times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$500,000.
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AD&D Insurance Principal Sum	Two times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$500,000.
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Personal Life and AD&D Insurance will terminate when the Insured Person retires, unless eligible for retiree benefits as a member of Class 10.

The combined amounts of Basic and Optional Life Insurance are subject to a maximum of \$1,500,000.

WellSpan Health
000010167602
SCHEDULE OF INSURANCE
For
Class 7
OPTIONAL LIFE INSURANCE

Personal Life Insurance	Benefit Amount
Option 1:	One times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.
Option 2:	Two times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.
Option 3:	Three times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.
Option 4:	Four times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.
Option 5:	Five times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.

Personal Life Insurance will terminate when the Insured Person attains age 99, unless eligible for retiree benefits.

Evidence of Insurability must be submitted to and approved by the Company when:

1. Optional Life Insurance amounts exceed the guarantee issue amount of \$500,000 or 500% of salary, whichever is less, at initial enrollment;
2. the amount of Optional Life Insurance in excess of the guarantee issue amount, increases after the initial enrollment due to salary increases;
3. the Optional Life Insurance election is increased after the initial enrollment; or
4. initial coverage is elected more than 31 days after first becoming eligible.

Refer to the Evidence of Insurability section for any additional requirements.

If any evidence of insurability is required, it will be provided at the Person's own expense.

The combined amounts of Basic and Optional Life Insurance are subject to a maximum of \$1,500,000.

An Insured Person may elect Optional Personal Life Insurance, provided such Insured Person is also enrolled in the Basic Insurance Program.

Participation in the Optional program is based on the Group Policyholder's enrollment remaining above the greater of 10 employees or 25% of those employees electing Optional Life Insurance.

WellSpan Health
000010167602
SCHEDULE OF INSURANCE
For
Class 7
OPTIONAL LIFE INSURANCE (CONTINUED)

DEPENDENTS INSURANCE

Benefit Amount

Spouse Life Insurance

A Person may elect Life Insurance in any \$10,000 increment; subject to a minimum of \$10,000 and a maximum of \$500,000.

Child Life Insurance

Benefit Amount

Option 1:

Dependent Child (age 14 days to 26 years)

\$2,500

Option 2:

Dependent Child (age 14 days to 26 years)

\$5,000

Option 3:

Dependent Child (age 14 days to 26 years)

\$10,000

Evidence of Insurability must be submitted to and approved by the Company when:

1. Optional Spouse Life Insurance amounts exceed the guarantee issue amount of \$30,000 at initial enrollment;
2. the amount of Optional Spouse Life Insurance increases after the initial enrollment due to salary or benefit increases; or
3. initial coverage is elected more than 31 days after first becoming eligible.

Refer to the Evidence of Insurability section for any additional requirements.

If any evidence of insurability is required, it will be provided at the Person's own expense.

WellSpan Health
000010167602
SCHEDULE OF INSURANCE
For
Class 8 - S Employees

MINIMUM HOURS: 20 hours per week

WAITING PERIOD: (For date insurance begins, refer to "Effective Date" section)
The first day of the Insurance Month following the date of hire

CONTRIBUTIONS: Insured Persons are not required to make contributions for Basic Personal Life & AD&D Insurance. Insured Persons are required to make contributions for Optional Personal Life Insurance, Spouse Life Insurance and Child Life Insurance.

Basic Annual Earnings means the Insured Person's annual gross base salary or annualized gross hourly pay from the Group Policyholder before taxes on the Determination Date. The "**Determination Date**" is the last day worked just prior to the loss.

It does **not** include commissions, bonuses, overtime pay, or any other extra compensation. It does **not** include income from a source other than the Group Policyholder. It will not exceed the amount shown in the Group Policyholder's financial records or the amount for which premium has been paid; whichever is less.

BASIC LIFE AND AD&D INSURANCE

	Benefit Amount
Personal Life Insurance	One and one-half times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$500,000.
AD&D Insurance Principal Sum	One and one-half times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$500,000.

Personal Life and AD&D Insurance will terminate when the Insured Person retires, unless eligible for retiree benefits as a member of Class 10.

The combined amounts of Basic and Optional Life Insurance are subject to a maximum of \$1,500,000.

WellSpan Health
000010167602
SCHEDULE OF INSURANCE
For
Class 8
OPTIONAL LIFE INSURANCE

Personal Life Insurance	Benefit Amount
Option 1:	One times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.
Option 2:	Two times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.
Option 3:	Three times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.
Option 4:	Four times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.
Option 5:	Five times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.

Personal Life Insurance will terminate when the Insured Person attains age 99, unless eligible for retiree benefits.

Evidence of Insurability must be submitted to and approved by the Company when:

1. Optional Life Insurance amounts exceed the guarantee issue amount of \$500,000 or 500% of salary, whichever is less, at initial enrollment;
2. the amount of Optional Life Insurance in excess of the guarantee issue amount, increases after the initial enrollment due to salary increases;
3. the Optional Life Insurance election is increased after the initial enrollment; or
4. initial coverage is elected more than 31 days after first becoming eligible.

Refer to the Evidence of Insurability section for any additional requirements.

If any evidence of insurability is required, it will be provided at the Person's own expense.

The combined amounts of Basic and Optional Life Insurance are subject to a maximum of \$1,500,000.

An Insured Person may elect Optional Personal Life Insurance, provided such Insured Person is also enrolled in the Basic Insurance Program.

Participation in the Optional program is based on the Group Policyholder's enrollment remaining above the greater of 10 employees or 25% of those employees electing Optional Life Insurance.

WellSpan Health
000010167602
SCHEDULE OF INSURANCE
For
Class 8
OPTIONAL LIFE INSURANCE (CONTINUED)

DEPENDENTS INSURANCE

Benefit Amount

Spouse Life Insurance

A Person may elect Life Insurance in any \$10,000 increment; subject to a minimum of \$10,000 and a maximum of \$500,000.

Child Life Insurance

Benefit Amount

Option 1:

Dependent Child (age 14 days to 26 years)

\$2,500

Option 2:

Dependent Child (age 14 days to 26 years)

\$5,000

Option 3:

Dependent Child (age 14 days to 26 years)

\$10,000

Evidence of Insurability must be submitted to and approved by the Company when:

1. Optional Spouse Life Insurance amounts exceed the guarantee issue amount of \$30,000 at initial enrollment;
2. the amount of Optional Spouse Life Insurance increases after the initial enrollment due to salary or benefit increases; or
3. initial coverage is elected more than 31 days after first becoming eligible.

Refer to the Evidence of Insurability section for any additional requirements.

If any evidence of insurability is required, it will be provided at the Person's own expense.

WellSpan Health
000010167602
SCHEDULE OF INSURANCE
For
Class 10 - Retirees

CONTRIBUTIONS: Insured Persons are not required to make contributions for Personal Life Insurance.

LIFE INSURANCE

Personal Life Insurance	Benefit Amount
Option 1:	\$2,000 Previous Part-Time
Option 2:	\$4,000 Previous Part-Time

Personal Life Insurance will terminate when the Insured Person dies.

WellSpan Health
000010167602
SCHEDULE OF INSURANCE

For

Class 14 - All Full-Time Employees electing a \$50,000 Benefit

MINIMUM HOURS: 16 hours per week

WAITING PERIOD: (For date insurance begins, refer to "Effective Date" section)
The first day of the Insurance Month following the date of hire

CONTRIBUTIONS: Insured Persons are not required to make contributions for Basic Personal Life & AD&D Insurance. Insured Persons are required to make contributions for Optional Personal Life Insurance, Spouse Life Insurance and Child Life Insurance.

Basic Annual Earnings means the Insured Person's annual gross base salary or annualized gross hourly pay from the Group Policyholder before taxes on the Determination Date. The "**Determination Date**" is the last day worked just prior to the loss.

It does **not** include commissions, bonuses, overtime pay, or any other extra compensation. It does **not** include income from a source other than the Group Policyholder. It will not exceed the amount shown in the Group Policyholder's financial records or the amount for which premium has been paid; whichever is less.

BASIC LIFE AND AD&D INSURANCE

	Benefit Amount
Personal Life Insurance	\$50,000
AD&D Insurance Principal Sum	\$50,000

Personal Life and AD&D Insurance will terminate when the Insured Person retires, unless eligible for retiree benefits as a member of Class 10.

The combined amounts of Basic and Optional Life Insurance are subject to a maximum of \$1,500,000.

WellSpan Health
000010167602
SCHEDULE OF INSURANCE
For
Class 14
OPTIONAL LIFE INSURANCE

Personal Life Insurance	Benefit Amount
Option 1:	One times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.
Option 2:	Two times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.
Option 3:	Three times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.
Option 4:	Four times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.
Option 5:	Five times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.

Personal Life Insurance will terminate when the Insured Person attains age 99, unless eligible for retiree benefits.

Evidence of Insurability must be submitted to and approved by the Company when:

1. Optional Life Insurance amounts exceed the guarantee issue amount of \$500,000 or 500% of salary, whichever is less, at initial enrollment;
2. the amount of Optional Life Insurance in excess of the guarantee issue amount, increases after the initial enrollment due to salary increases;
3. the Optional Life Insurance election is increased after the initial enrollment; or
4. initial coverage is elected more than 31 days after first becoming eligible.

Refer to the Evidence of Insurability section for any additional requirements.

If any evidence of insurability is required, it will be provided at the Person's own expense.

The combined amounts of Basic and Optional Life Insurance are subject to a maximum of \$1,500,000.

An Insured Person may elect Optional Personal Life Insurance, provided such Insured Person is also enrolled in the Basic Insurance Program.

Participation in the Optional program is based on the Group Policyholder's enrollment remaining above the greater of 10 employees or 25% of those employees electing Optional Life Insurance.

WellSpan Health
000010167602
SCHEDULE OF INSURANCE
For
Class 14
OPTIONAL LIFE INSURANCE (CONTINUED)

DEPENDENTS INSURANCE

Benefit Amount

Spouse Life Insurance

A Person may elect Life Insurance in any \$10,000 increment; subject to a minimum of \$10,000 and a maximum of \$500,000.

Child Life Insurance

Benefit Amount

Option 1:

Dependent Child (age 14 days to 26 years)

\$2,500

Option 2:

Dependent Child (age 14 days to 26 years)

\$5,000

Option 3:

Dependent Child (age 14 days to 26 years)

\$10,000

Evidence of Insurability must be submitted to and approved by the Company when:

1. Optional Spouse Life Insurance amounts exceed the guarantee issue amount of \$30,000 at initial enrollment;
2. the amount of Optional Spouse Life Insurance increases after the initial enrollment due to salary or benefit increases; or
3. initial coverage is elected more than 31 days after first becoming eligible.

Refer to the Evidence of Insurability section for any additional requirements.

If any evidence of insurability is required, it will be provided at the Person's own expense.

**WellSpan Health
000010167602
SCHEDULE OF INSURANCE**

**For
Class 15 - Grandfather Retiree with a Benefit of \$1,444**

CONTRIBUTIONS: Insured Persons are not required to make contributions for Personal Life Insurance.

LIFE INSURANCE

	Benefit Amount
Personal Life Insurance	\$1,444

Personal Life Insurance will terminate when the Insured Person dies.

WellSpan Health
000010167602
SCHEDULE OF INSURANCE

For
Class 16 - Grandfather Retiree with a Benefit of \$1,868

CONTRIBUTIONS: Insured Persons are not required to make contributions for Personal Life Insurance.

LIFE INSURANCE

	Benefit Amount
Personal Life Insurance	\$1,868

Personal Life Insurance will terminate when the Insured Person dies.

**WellSpan Health
000010167602
SCHEDULE OF INSURANCE**

For

Class 17 - All Non-Bargaining Retirees of WellSpan Chambersburg Hospital with 10 or more years of service who retired on a pension plan controlled and administered by the Employer prior to December 31, 2020

CONTRIBUTIONS: Insured Persons are not required to make contributions for Personal Life Insurance.

LIFE INSURANCE

Benefit Amount

Personal Life Insurance 20% of the Insured Person's Basic Annual Earnings in effect immediately prior to retirement, rounded to the next higher \$1,000; subject to a maximum of \$5,000.

Personal Life Insurance will terminate when the Insured Person dies.

WellSpan Health
000010167602
SCHEDULE OF INSURANCE

For
Class 18 - All Medical Residents and Medical Fellows

MINIMUM HOURS: 20 hours per week

WAITING PERIOD: (For date insurance begins, refer to "Effective Date" section)
None

CONTRIBUTIONS: Insured Persons are not required to make contributions for Basic Personal Life & AD&D Insurance. Insured Persons are required to make contributions for Optional Personal Life Insurance, Spouse Life Insurance and Child Life Insurance.

Basic Annual Earnings means the Insured Person's annual gross base salary or annualized gross hourly pay from the Group Policyholder before taxes on the Determination Date. The "**Determination Date**" is the last day worked just prior to the loss.

It does **not** include commissions, bonuses, overtime pay, or any other extra compensation. It does **not** include income from a source other than the Group Policyholder. It will not exceed the amount shown in the Group Policyholder's financial records or the amount for which premium has been paid; whichever is less.

BASIC LIFE AND AD&D INSURANCE

Benefit Amount

Personal Life Insurance	Two times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$500,000.
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AD&D Insurance Principal Sum	Two times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$500,000.
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Personal Life and AD&D Insurance will terminate when the Insured Person retires, unless eligible for retiree benefits as a member of Class 10.

The combined amounts of Basic and Optional Life Insurance are subject to a maximum of \$1,500,000.

WellSpan Health
000010167602
SCHEDULE OF INSURANCE
For
Class 18
OPTIONAL LIFE INSURANCE

Personal Life Insurance	Benefit Amount
Option 1:	One times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.
Option 2:	Two times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.
Option 3:	Three times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.
Option 4:	Four times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.
Option 5:	Five times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$1,000,000.

Personal Life Insurance will terminate when the Insured Person attains age 99.

Evidence of Insurability must be submitted to and approved by the Company when:

1. Optional Life Insurance amounts exceed the guarantee issue amount of \$500,000 or 500% of salary, whichever is less, at initial enrollment;
2. the amount of Optional Life Insurance in excess of the guarantee issue amount, increases after the initial enrollment due to salary increases;
3. the Optional Life Insurance election is increased after the initial enrollment; or
4. initial coverage is elected more than 31 days after first becoming eligible.

Refer to the Evidence of Insurability section for any additional requirements.

If any evidence of insurability is required, it will be provided at the Person's own expense.

The combined amounts of Basic and Optional Life Insurance are subject to a maximum of \$1,500,000.

An Insured Person may elect Optional Personal Life Insurance, provided such Insured Person is also enrolled in the Basic Insurance Program.

Participation in the Optional program is based on the Group Policyholder's enrollment remaining above the greater of 10 employees or 25% of those employees electing Optional Life Insurance.

WellSpan Health
000010167602
SCHEDULE OF INSURANCE
For
Class 18
OPTIONAL LIFE INSURANCE (CONTINUED)

DEPENDENTS INSURANCE

Benefit Amount

Spouse Life Insurance

A Person may elect Life Insurance in any \$10,000 increment; subject to a minimum of \$10,000 and a maximum of \$500,000.

Child Life Insurance

Benefit Amount

Option 1:

Dependent Child (age 14 days to 26 years)

\$2,500

Option 2:

Dependent Child (age 14 days to 26 years)

\$5,000

Option 3:

Dependent Child (age 14 days to 26 years)

\$10,000

Evidence of Insurability must be submitted to and approved by the Company when:

1. Optional Spouse Life Insurance amounts exceed the guarantee issue amount of \$30,000 at initial enrollment;
2. the amount of Optional Spouse Life Insurance increases after the initial enrollment due to salary or benefit increases; or
3. initial coverage is elected more than 31 days after first becoming eligible.

Refer to the Evidence of Insurability section for any additional requirements.

If any evidence of insurability is required, it will be provided at the Person's own expense.

DEFINITIONS

ACTIVE WORK or **ACTIVELY AT WORK** means an employee's full-time performance of all customary duties of his or her occupation at:

- (1) the GROUP POLICYHOLDER'S place of business; or
- (2) any other business location where the employee is required to travel.

Unless disabled on the prior workday or on the day of absence, an employee will be considered Actively at Work on the following days:

- (1) a Saturday, Sunday or holiday which is not a scheduled workday;
- (2) a paid vacation day, or other scheduled or unscheduled non-workday; or
- (3) an excused or emergency leave of absence (except a medical leave).

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

DAY OR DATE means at 12:01 A.M., Standard Time, at the GROUP POLICYHOLDER'S place of business; when used with regard to eligibility dates and effective dates. It means 12:00 midnight, Standard Time, at the same place; when used with regard to termination dates.

FULL-TIME EMPLOYEE means an employee of the GROUP POLICYHOLDER:

- (1) whose employment with the GROUP POLICYHOLDER is the employee's principal occupation;
- (2) who is not a temporary or seasonal employee; and
- (3) who is regularly scheduled to work at such occupation at least the Minimum Hours shown in the Schedule of Insurance.

GROUP POLICYHOLDER means the person, partnership, corporation, or trust as shown on the Title Page of this Policy.

INSURANCE MONTH means that period of time:

- (1) beginning at 12:01 A.M. Standard Time, at the GROUP POLICYHOLDER'S place of business on the first day of any calendar month; and
- (2) ending at 12:00 midnight on the last day of the same calendar month.

INSURED PERSON means a PERSON for whom the coverages provided by this Policy are in effect.

PERSON means a FULL-TIME EMPLOYEE or RETIREE of the GROUP POLICYHOLDER:

- (1) who is a member of an employee class which is eligible for coverage under this Policy; and
- (2) who has completed an enrollment form.

PERSONAL INSURANCE means the insurance provided by this Policy on Insured Persons.

PHYSICIAN means a licensed practitioner of the healing arts other than the Insured Person or a relative of the Insured Person.

POLICY means this Group Insurance Policy issued by the Company to the Group Policyholder.

RETIREE means a former full-time employee of the Group Policyholder who is eligible for retirement benefits.

GENERAL PROVISIONS

ENTIRE CONTRACT. The entire contract between the parties consists of:

- (1) this Policy and the Group Policyholder's application (a copy is attached); and
- (2) the Insured Persons' enrollment cards, if any.

All statements made by the Group Policyholder and by Insured Persons are representations and not warranties. No statement made by an Insured Person will be used to contest the coverage provided by this Policy; unless:

- (1) it is contained in a written statement signed by that Insured Person; and
- (2) a copy of the statement is furnished to the Insured Person or Beneficiary.

Only an Officer of the Company may change this Policy or extend the time for payment of any premium. No change will be valid unless made in writing and signed by an Officer of the Company. Any change so made will be binding on all persons referred to in this Policy.

INCONTESTABILITY. Except for the non-payment of premiums, the Company may not contest the validity of this Policy as to any Insured Person after it has been in force for two years during his or her lifetime. This clause will not affect the Company's right to contest claims made for disability, accidental death, or accidental dismemberment benefits.

NONPARTICIPATION. This Policy will not be entitled to share in the surplus earnings of the Company.

BASIS OF RESERVE. The reserve for this Policy will not be less than the reserve computed using:

- (1) the 1970 Intercompany Group Life Disability Valuation Table; and
- (2) interest at not less than three percent per annum.

INFORMATION TO BE FURNISHED. The Group Policyholder may be required to furnish any information needed to administer this Policy. Clerical error by the Group Policyholder will not:

- (1) affect the amount of insurance which would otherwise be in effect; or
- (2) continue insurance which otherwise would be terminated.

Once an error is discovered, an equitable adjustment in premium will be made. If a premium adjustment involves the return of unearned premium, the amount of the return will be limited to the twelve month period which precedes the date the Company receives proof such an adjustment should be made.

The Company may inspect any of the Group Policyholder's records which relate to this Policy.

MISSTATEMENT OF AGE. If an Insured Person's age has been misstated, premiums will be subject to an equitable adjustment. If the amount of benefit depends upon age; then the benefit will be that which would have been payable, based upon the person's correct age.

CERTIFICATES. The Group Policyholder will be furnished with individual Certificates for delivery to each Insured Person. These certificates summarize the benefits provided by this Policy. If there is a conflict between the Policy and the Certificate, the Policy will control.

CONFORMITY WITH STATE STATUTES. If any provision of this Policy conflicts with any applicable law, the provision will be deemed to conform to the minimum requirements of the law.

WORKER'S COMPENSATION. This Policy is not to be construed to provide benefits required by Worker's Compensation laws.

ELIGIBILITY AND EFFECTIVE DATES FOR PERSONAL INSURANCE

ELIGIBILITY. A Person becomes eligible for the coverage provided by this Policy on the later of:

- (1) the Policy's date of issue; or
- (2) the date the Waiting Period is completed.

WAITING PERIOD. (See Schedule of Insurance).

EFFECTIVE DATE. Personal Insurance becomes effective on the latest of:

- (1) (a) For Classes 1, 2, 3, 4, 5, 6, 7, 8 and 14, the first day of the Insurance Month following the date the Person becomes eligible for the coverage; or
- (b) For Class 18, the date the Person becomes eligible for the coverage;
- (2) the date the Person resumes Active Work, if not Actively at Work on the day he or she becomes eligible;
- (3) the date the Person makes written application for Personal Insurance; and signs:
 - (a) a payroll deduction order, if Insured Persons pay any part of the Policy premium; or
 - (b) an order to pay premiums from the Person's Section 125 Plan account, if Employer contributions are made through a Section 125 Plan; or
- (4) the date the Company approves the Person's coverage, if evidence of insurability is required.

EVIDENCE OF INSURABILITY. Evidence of insurability satisfactory to the Company must be submitted when:

- (1) a Person makes written application for Personal Insurance more than 31 days after becoming eligible for the coverage; or
- (2) a Person makes written application for Personal Insurance after he or she has requested:
 - (a) to cancel Personal Insurance;
 - (b) to stop payroll deductions for the coverage; or
 - (c) to stop premium payments from the Section 125 Plan account.

EXCEPTIONS. If an Insured Person's coverage terminates due to an approved leave of absence or military leave, the Company will waive any Waiting Period or evidence of insurability requirement upon his or her return; provided:

- (1) the Person returns within 15 months after the leave begins;
- (2) the Person applies or is enrolled within 31 days after resuming Active Work; and
- (3) the reinstated amount of insurance does not exceed the amount which terminated.

For Classes 1, 2, 3, 4, 5, 6, 7, 8, 14 and 18, If an Insured Person's coverage terminates due to a lay-off, the Company will waive any Waiting Period or evidence of insurability requirement upon his or her return; provided:

- (1) the Person returns within six months after the date the lay-off begins;
- (2) the Person applies or is reenrolled within 31 days after resuming Active Work; and
- (3) the reinstated amount of insurance does not exceed the amount which terminated.

Reinstatement will take effect on the date the Insured Person returns to Active Work.

For Classes 1, 2, 3, 4, 5, 6, 7, 8, 14 and 18, If an Insured Person's coverage terminates because his or her employment ends, the Company will waive any Waiting Period or evidence of insurability requirement upon his or her return; provided:

- (1) the Person is rehired within six months after employment terminated;
- (2) the Person applies or is reenrolled within 31 days after resuming Active Work; and
- (3) the reinstated amount of insurance does not exceed the amount which terminated.

Reinstatement will take effect on the date the Insured Person returns to Active Work.

INDIVIDUAL TERMINATIONS

An Insured Person's coverage will terminate on the earliest of:

- (1) the date this Policy terminates;
- (2) the last day of the Insurance Month in which the Insured Person requests termination;
- (3) the last day of the last Insurance Month for which premium payment is made on the Insured Person's behalf;
- (4) the date the Insured Person ceases to be in a class of employees which is eligible for coverage under this Policy;
- (5) with respect to any particular insurance benefit, the date the portion of the Policy providing that benefit terminates;
- (6) the date the Insured Person's employment with the Group Policyholder terminates; unless the Insured Person is eligible for Retirement Benefits; or
- (7) the date the Insured Person enters the 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 the Insured Person sends proof of military service, the Company will refund any unearned premium.)

Ceasing Active Work results in termination of insurance; but coverage may be continued as follows:

- (1) If the Insured Person is disabled due to illness or injury, then coverage may be continued until the earliest of:
 - (a) 15 Insurance Months after the disability begins;
 - (b) the date the Person is no longer disabled; or
 - (c) for Life Insurance; the date the Insured Person qualifies for any Extension of Death Benefit under this Policy;provided premium payments are made on his or her behalf.
- (2) If the Insured Person ceases work due to a temporary layoff or an approved leave of absence; then coverage may be continued:
 - (a) for 15 Insurance Months after the lay off or leave begins;
 - (b) provided premium payments are made on his or her behalf.
- (3) If the Insured Person ceases work due to a Military Leave; then coverage may be continued:
 - (a) until the end of the leave period approved by the Employer;
 - (b) provided premium payments are made on his or her behalf.
- (4) If the Insured Person ceases work due to Family, Medical. And is not entitled to the more favorable continuation available during Disability, coverage may be continued, until the earliest of:
 - (a) the end of the leave period approved by the Employer;
 - (b) the end of the 12-week leave period required by federal law, or any more favorable period required by a similar state law;
 - (c) the date the Insured Employee notifies the Employer that he or she will not return; or
 - (d) the date the Insured Employee begins employment with another employer.
- (5) **Severance:**
 - (a) For Rank A and E Employees - If an Insured Employee's position with the Employer is eliminated, then coverage may be continued for up to 18 Insurance months following the date employment terminated. The required Premium payments must be received from the Employer throughout the period of continued insurance.
The required premium payments must be received from the Employer, throughout the period of continued coverage.
 - (b) For All Other Employees - If an Insured Employee's position with the Employer is eliminated, then coverage may be continued for up to 12 Insurance months following the date employment terminated. The required Premium payments must be received from the Employer throughout the period of continued insurance.
The required premium payments must be received from the Employer, throughout the period of continued coverage.

CONTINUATION OF COVERAGE

This section applies to any Optional Personal Life Insurance and Dependents Life Insurance provided by this Policy. Such insurance may be continued until the Insured Person attains age 80, by paying the required premiums, when an Insured Person's employment with the Employer ends for a reason other than sickness or injury or retirement.

Continuation of insurance under this provision will follow any state required continuation or other continuation allowed under the Ceasing Active Work section of this Policy.

To continue insurance, written application and the first premium payment must be made to the Company, within 31 days of the date insurance would otherwise end.

The Continuation of Coverage is not available when Policy coverage terminates solely because:

- (1) an Insured Person's spouse or child ceases to be an eligible Dependent;
- (2) an Insured Person's Employer ceases to be a Participating Employer; or
- (3) this Policy terminates.

For life insurance that terminates under this Policy due to an Insured Person's termination of membership in an eligible class or due to a dependent's ceasing to be an eligible family member as a result of the Insured Person's death or divorce, or a child's marriage or attainment of limiting age; see the Conversion Privilege section of this Policy.

AMOUNT OF COVERAGE. The amount of continued insurance may not exceed the amount in force when employment ends. During the continuation period:

- (1) the amount of insurance may not be increased; and
- (2) additional dependents may not be enrolled for Dependent Life Insurance.

Continued insurance will be subject to any reduction on account of age, as shown in the Schedule of Insurance.

The Insured Person may decrease the amount of continued insurance at any time, by completing a request form supplied by the Company. The decrease will take effect on the first day of the Insurance Month after the Company receives the request.

PAYMENT OF PREMIUM. Timely payment of premium must be made directly to the Company, throughout the period of continued insurance. Premiums will be based on attained age as shown in the premium information provided with the application. A direct billing fee will be added to the premium based on the frequency chosen. The premium frequency may be changed by sending the Company advance written request on forms supplied by the Company. Such request may be sent at any time while continued insurance is in force, except during a Grace Period.

TERMINATION OF COVERAGE. Continued insurance will end on the earliest of:

- (1) the date this Policy terminates;
- (2) the last day of the Insurance Month in which termination is requested;
- (3) the last day of the Insurance Month for which premium is paid;
- (4) the date the Insured Person attains age 80, or dies;
- (5) the date insurance would otherwise end had the Insured Person remained an Active Employee;
or
- (6) the date the Insured Person enters the armed forces 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 the Insured Person sends proof of military service, the Company will refund any unearned premium.)

Continued Dependents Life Insurance will end on the earliest of:

- (1) the date this Policy terminates;
- (2) the date Dependents Insurance is discontinued under this Policy;
- (3) the last day of the Insurance Month in which termination is requested;
- (4) the last day of the Insurance Month for which premium payment is made for such

CONTINUATION OF COVERAGE
(Continued)

- Dependents Insurance;
- (5) the date the Insured Person attains age 80, or dies;
 - (6) the date the Insured Person's spouse or child ceases to be an eligible Dependent, as defined by this Policy;
 - (7) the date the Dependent enters the armed forces of any state or county on active duty; except for duty of 30 days or less for training in the Reserves or National Guard. (If the Insured Person sends proof of military service, the Company will refund any unearned premium.)

When continued insurance ends, the Insured Person or Dependent may be entitled to purchase an individual life policy, in accord with the Conversion Privilege section of this Policy.

PREMIUMS AND PREMIUM RATES

PAYMENT OF PREMIUMS. No coverage provided by this Policy will be in effect until the first premium for such coverage is paid. For coverage to remain in effect, each subsequent premium must be paid on or before its due date. The Group Policyholder is responsible for paying all premiums as they become due. Premiums are payable on or before their due dates at the Company's Group Insurance Service Office. The premium must be paid in U.S. dollars.

PREMIUM RATE CHANGE. The Company may change any premium rate on any of the following dates:

- (1) the date this Policy's terms are changed;
- (2) the date the Company's liability is changed due to a change in federal, state or local law;
- (3) the date the Group Policyholder (or any covered division, subsidiary or affiliated company) relocates, dissolves or merges, or is added to or removed from this Policy;
- (4) the date any coverage for one or more classes ceases to be provided under this Policy;
- (5) the date the number of Insured Persons changes by 25% or more from the enrollment on the date this Policy took effect, or the most recent Rate Guarantee Date expired, if later; or
- (6) on any premium due date on or after this Policy's first anniversary, or any later rate guarantee date agreed upon by the Company.

Unless the Company and the Group Policyholder agree otherwise, the Company will give at least 31 days' advance written notice of any increase in premium rates.

PREMIUM AMOUNT. The amount of premium due on each due date will be the sum of the products obtained by multiplying each rate shown in the Premium Rate Schedule by the amount of insurance to which the rate applies.

Premium adjustments will not be pro-rated daily. Instead, premium will be adjusted as follows.

- (1) When an Insured Person's insurance or increase takes effect, premium will be charged from the monthly due date coinciding with or next following that change.
- (2) When all or part of an Insured Person's insurance terminates, the applicable premium will cease on the monthly due date coinciding with or next following that termination.
- (3) When premiums are paid other than monthly, increases or decreases will result in adjustment from the premium due date coinciding with or next following that change.

The above manner of charging premium is for accounting purposes only. It will not extend coverage beyond a date it would have otherwise terminated. Each premium payment will include any adjustments in past premiums, which are needed due to changes that have not yet been taken into account. If a premium adjustment involves a return of unearned premium, the refund will be limited to the prior 12-month period.

PREMIUM RATE SCHEDULE

Monthly AD&D Rate	\$.01 per \$1,000 of insurance
Monthly Basic Group Life Rate	\$.02 per \$1,000 of insurance
Monthly Optional Child Life Rate	
Class 1 - Option 1	\$.40 per Insured Child(ren)
Class 1 - Option 2	\$.80 per Insured Child(ren)
Class 1 - Option 3	\$1.60 per Insured Child(ren)
Class 2 - Option 1	\$.40 per Insured Child(ren)
Class 2 - Option 2	\$.80 per Insured Child(ren)
Class 2 - Option 3	\$1.60 per Insured Child(ren)
Class 3 - Option 1	\$.40 per Insured Child(ren)
Class 3 - Option 2	\$.80 per Insured Child(ren)
Class 3 - Option 3	\$1.60 per Insured Child(ren)
Class 4 - Option 1	\$.40 per Insured Child(ren)
Class 4 - Option 2	\$.80 per Insured Child(ren)

**PREMIUMS AND PREMIUM RATES
(Continued)**

Class 4 - Option 3	\$1.60 per Insured Child(ren)
Class 5 - Option 1	\$.40 per Insured Child(ren)
Class 5 - Option 2	\$.80 per Insured Child(ren)
Class 5 - Option 3	\$1.60 per Insured Child(ren)
Class 6 - Option 1	\$.40 per Insured Child(ren)
Class 6 - Option 2	\$.80 per Insured Child(ren)
Class 6 - Option 3	\$1.60 per Insured Child(ren)
Class 7 - Option 1	\$.40 per Insured Child(ren)
Class 7 - Option 2	\$.80 per Insured Child(ren)
Class 7 - Option 3	\$1.60 per Insured Child(ren)
Class 8 - Option 1	\$.40 per Insured Child(ren)
Class 8 - Option 2	\$.80 per Insured Child(ren)
Class 8 - Option 3	\$1.60 per Insured Child(ren)
Class 14 - Option 1	\$.40 per Insured Child(ren)
Class 14 - Option 2	\$.80 per Insured Child(ren)
Class 14 - Option 3	\$1.60 per Insured Child(ren)
Class 18 - Option 1	\$.40 per Insured Child(ren)
Class 18 - Option 2	\$.80 per Insured Child(ren)
Class 18 - Option 3	\$1.60 per Insured Child(ren)

Monthly Optional Group Life Rate

Insured Employee's Attained Age	Monthly Rate per \$1,000 of insurance
Less than 25	\$.05
25 - 29	\$.06
30 - 34	\$.08
35 - 39	\$.09
40 - 44	\$.10
45 - 49	\$.15
50 - 54	\$.23
55 - 59	\$.43
60 - 64	\$.66
65 - 69	\$1.27
70 - 74	\$2.06
75 - 79	\$2.06
80 and older	\$2.06

Rate changes due to an increase in age will become effective on the Policy Anniversary date coinciding with or next following the Insured Person's birthday.

**PREMIUMS AND PREMIUM RATES
(Continued)**

Monthly Optional Spouse Life Rate

Insured Employee's Attained Age	Monthly Rate per \$1,000 of insurance
Less than 25	\$.058
25 - 29	\$.069
30 - 34	\$.092
35 - 39	\$.104
40 - 44	\$.115
45 - 49	\$.173
50 - 54	\$.265
55 - 59	\$.495
60 - 64	\$.759
65 - 69	\$1.461
70 - 74	\$2.369
75 - 79	\$2.369
80 and older	\$2.369

Rate changes due to an increase in age will become effective on the Policy Anniversary date coinciding with or next following the Insured Person's birthday.

GRACE PERIOD

A grace period of 31 days from the due date will be allowed for the payment of each premium after the first. This Policy will remain in effect during the grace period; unless the Group Policyholder gives the Company advance written notice of termination. The Group Policyholder will remain liable for payment of a pro rata premium for the time this Policy remained in force during the grace period.

POLICY TERMINATION

TERMINATION BY THE COMPANY. To terminate this Policy, the Company must give the Group Policyholder at least 31 days' advance written notice of its intent to do so. The Company may terminate this Policy coverage on the due date of any premium; if:

- (1) the total number of Insured Persons is less than ten;
- (2) all of the premium is paid by the Group Policyholder and less than 100% of those eligible for coverage are insured;
- (3) part of the premium is paid by Insured Persons and less than 75% of those eligible for coverage are insured (this part 3 will not apply to any voluntary, optional or supplemental insurance provided under this Policy);
- (4) the Group Policyholder, without good cause, fails to:
 - (a) promptly furnish any information the Company reasonably requires; or
 - (b) perform its duties pertaining to this Policy in good faith;
- (5) the Company terminates all other policies where permitted by their terms, which provide life insurance in the same state in which this Policy was issued; or
- (6) state law otherwise requires this Policy to be terminated.

TERMINATION BY GROUP POLICYHOLDER. The Group Policyholder may terminate this Policy at any time, by giving the Company advance written notice. Coverage will then terminate:

- (1) on the date the Company receives the notice; or
- (2) any later date the Group Policyholder and the Company have agreed upon.

The Group Policyholder remains responsible for the payment of premiums to the date of termination.

AUTOMATIC TERMINATION. If any premium remains unpaid at the end of the Grace Period; then this Policy will automatically terminate, without any action on the Company's part, on the last day of the Grace Period. The Group Policyholder remains responsible for the payment of premiums to the date of termination.

EFFECT ON INCURRED CLAIMS. Termination of this Policy will not affect benefits otherwise payable for a claim incurred while this Policy is in force.

BENEFICIARY

PAYMENTS TO BENEFICIARY. At an Insured Person's death, the amount of his or her Personal Life Insurance will be paid to the surviving Beneficiary. If the Insured Person has not named a Beneficiary, or if no named Beneficiary survives the Insured Person; then payment will be made to that Insured Person's:

- (1) surviving 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 brothers and sisters in equal shares; or, if none
- (5) estate, or in accord with the Facility of Payment section of this Policy.

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

In determining who is to receive payment, the Company may rely upon an affidavit by a member of the class of relatives to receive payment. The Company will make payment based upon the affidavit it has; unless it receives notice of a valid claim by some other person, at its Group Insurance Service Office, before paying the proceeds. Such payment will release the Company from any further obligation for the Insured Person's life insurance benefit.

If an Insured Person's named Beneficiary dies:

- (1) within 15 days of the Insured Person's death; and
- (2) before the Company receives satisfactory proof of the Insured Person's death;

then payment will be made as if the Insured Person had survived that Beneficiary; unless other provisions have been made.

NAMING THE BENEFICIARY. An Insured Person's Beneficiary will be as shown on his or her enrollment card, unless changed. This Policy may replace a group policy providing similar coverages. In that event, the Beneficiary which the Insured Person named under the prior policy will be the Beneficiary under this Policy, until changed.

CHANGING THE BENEFICIARY. Only the Insured Person, or his or her assignee, may change the Beneficiary. A new Beneficiary may be named by filing a written notice of the change with the Company at its Group Insurance Service Office. The change will be effective as of the date it was signed; subject to any action the Company takes before receiving notice of the change.

When applying for a conversion policy under the Conversion Privilege Section, an Insured Person must name a Beneficiary. The Beneficiary named for the conversion policy may be someone other than the person named under this Policy. In that event, the application for the conversion policy will be treated as a written notice of change of Beneficiary.

ASSIGNMENTS

Personal Life Insurance and Accidental Death Insurance may be assigned. The assignments allowed under this Policy are absolute assignments and funeral assignments as described below.

No assignment will be binding on the Company unless and until:

- (1) it is made on a form furnished by the Company;
- (2) the original is completed and filed with the Company at its Group Insurance Service Office;
and
- (3) it is approved by the Company.

The Company and the Group Policyholder do not assume responsibility for the validity or effect of an assignment.

ABSOLUTE ASSIGNMENTS. An Insured Person may make an irrevocable assignment of his or her Personal Life Insurance and Accidental Death Insurance as a gift (with no consideration), providing he or she has the legal capacity and the mental capacity to do so. It may be made to a trust or to one or more of the Insured Person's relatives, their estates, or to a trustee of a trust under which one of the relatives is a beneficiary.

The term "relatives" includes, but is not limited to, an Insured Person's spouse, parents, grandparents, aunts, uncles, siblings, children, adopted children, stepchildren, and grandchildren.

In some states, community property is an established form of ownership that must be considered in making an assignment. If an Insured Person makes an absolute assignment to two or more assignees, such assignees will be joint owners with the right of survivorship between them. An Insured Person should consult with his or her own legal advisor before making an assignment.

Once the assignment has been recorded by the Company, the Insured Person can no longer change the beneficiary and cannot apply for conversion. Only the assignee can change the beneficiary designation if the previous designation is revocable. An assignment will have no effect on a prior irrevocable beneficiary designation. Only the assignee can apply for conversion but only when the Conversion Privilege provision would have been available to the Insured Person in the absence of the assignment under this Policy.

An absolute assignment cannot be used as a collateral assignment.

FUNERAL ASSIGNMENTS. Upon an Insured Person's death, the beneficiary may assign the Personal Life Insurance benefit and Accidental Death Insurance benefit to a funeral home for payment of burial expenses. After payment has been made for the burial expenses to the assigned funeral home, the remaining death benefit is then paid in accord with the Beneficiary and Settlement Options sections of this Policy.

FACILITY OF PAYMENT

Policy benefits may become payable to an Insured Person's estate, to a minor, or to a person who the Company does not consider competent to give a valid release. In that event, the Company has the option to pay one or more of the following:

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

No payment made under this section may exceed \$250. Any payment made in good faith under this section will fully discharge the Company to the extent of the payment. Any remaining amount of benefit will be paid as shown in the Beneficiary section.

DEATH BENEFIT

AMOUNT PAYABLE ON DEATH. Upon receipt of satisfactory proof of an Insured Person's death, the Company will pay a death benefit equal to the amount of Personal Life Insurance in effect on the date of death. This amount is shown in the Schedule of Insurance. The benefit will be paid as shown in the Beneficiary and Facility of Payment sections.

ACCELERATED DEATH BENEFIT

BENEFIT. The Accelerated Death Benefit is an advance payment of part of the Insured Person's Personal Life Insurance. It may be paid to the Insured Person, in a lump sum, once during the Insured Person's lifetime.

To qualify, a Terminal Insured Person must:

- (1) have satisfied the Active Work requirement under this Policy;
- (2) have been insured under this Policy for at least 1 month; and
- (3) have at least \$2,000 of Personal Life Insurance under this Policy on the day before the Accelerated Death Benefit is paid.

Receiving the Accelerated Death Benefit will reduce the Remaining Life Insurance and the Death Benefit payable at death, as shown on the next page.

"Claimant," as used in this section, means the Terminal Insured Person for whom the Accelerated Death Benefit is requested.

"Terminal" means the Insured Person has a medical condition which is expected to result in death within 12 months, despite appropriate medical treatment.

APPLYING FOR THE BENEFIT. To withdraw the Accelerated Death Benefit, the Insured Person (or his or her legal representative) must send the Company:

- (1) written election of the Accelerated Death Benefit, on forms supplied by the Company; and
- (2) satisfactory proof that the Claimant is Terminal, including a Physician's written statement.

The Company reserves the right to decide whether such proof is satisfactory.

Before paying an Accelerated Death Benefit, the Company must also receive the written consent of any irrevocable beneficiary, assignee or bankruptcy court with an interest in the benefit. (See Limitations 3, 4 and 5.)

NOTE: THIS IS NOT A LONG-TERM CARE POLICY. RECEIVING THIS ACCELERATED DEATH BENEFIT WILL REDUCE THE BENEFIT PAYABLE AT DEATH. ANY AMOUNT WITHDRAWN MAY BE TAXABLE INCOME, SO THE INSURED PERSON SHOULD CONSULT A TAX ADVISOR BEFORE APPLYING FOR THIS BENEFIT.

AMOUNT OF THE BENEFIT. The Insured Person may elect to withdraw an Accelerated Death Benefit in any \$1,000 increment; subject to:

- (1) a minimum of \$1,000 or 10% of the Claimant's amount of Life Insurance (whichever is greater); and
- (2) a maximum of \$250,000 or 75% of the Claimant's amount of Life Insurance (whichever is less).

To determine the Accelerated Death Benefit, the Company will use the lesser of A or B below:

- A. the Claimant's amount of Life Insurance which is in force on the day before the Accelerated Death Benefit is paid; or
- B. the Claimant's amount of Life Insurance which would be in force 12 months after that date; if the coverage is scheduled to reduce, due to age, within 12 months after the Accelerated Death Benefit is paid.

ADMINISTRATIVE CHARGE: NONE

WITHDRAWAL FEE: NONE

ACCELERATED DEATH BENEFIT
(Continued)

EFFECT ON AMOUNT OF LIFE INSURANCE. "Remaining Life Insurance" means the amount of Life Insurance which remains in force on the Claimant's life after an Accelerated Death Benefit is paid. The Remaining Life Insurance will equal:

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

PREMIUM: There is no additional charge for this benefit. Continuation of the Remaining Life Insurance will be subject to timely payment of the premium for the reduced amount; unless the Insured Person qualifies for waiver of premium under this Policy's Extension of Death Benefit provision, if included.

CONDITIONS. If the Claimant exercises the Conversion Privilege after an Accelerated Death Benefit is paid, the amount of the conversion policy will not exceed the amount of his or her Remaining Life Insurance. If the Claimant has Accidental Death and Dismemberment benefits under this Policy, the Principal Sum will not be affected by the payment of an Accelerated Death Benefit.

EFFECT ON DEATH BENEFIT. When the Claimant dies after an Accelerated Death Benefit is paid, the amount of Remaining Life Insurance in force on the date of death will be paid as a Death Benefit. The Insured Person's Death Benefit will be paid in accord with the Beneficiary section of this Policy. If the Claimant dies after application for an Accelerated Death Benefit has been made, but before the Company has made payment; then the request will be void and no Accelerated Death Benefit will be paid. The amount of Life Insurance in force on the date of death will be paid in accord with Policy provisions.

EFFECT ON TAXES AND GOVERNMENT BENEFITS. Any Accelerated Death Benefit amount withdrawn may be taxable income to the Insured Person. Receipt of the Accelerated Death Benefit may also affect the Claimant's eligibility for Medicaid, Supplemental Security Income and other government benefits. The Claimant should consult his or her own tax and legal advisor before applying for an Accelerated Death Benefit. The Company is not responsible for any tax owed or government benefit denied, as a result of the Accelerated Death Benefit payment.

LIMITATIONS. No Accelerated Death Benefit will be paid:

- (1) if any required premium is due and unpaid;
- (2) on any conversion policy purchased in accord with the Conversion Privilege;
- (3) without the written approval of the bankruptcy court, if the Insured Person has filed for bankruptcy;
- (4) without the written consent of the beneficiary, if the Insured Person has named an irrevocable beneficiary;
- (5) without the written consent of the assignee, if the Insured Person has assigned his or her rights under this Policy;
- (6) if any part of the Life Insurance must be paid to the Insured Person's child, spouse or former spouse; pursuant to a legal separation agreement, divorce decree, child support order or other court order;
- (7) if the Claimant is Terminal due to a suicide attempt, while sane or insane; or due to an intentionally self-inflicted injury;
- (8) if a government agency requires the Insured Person or the Claimant to use the Accelerated Death Benefit to apply for, receive or continue a government benefit or entitlement; or
- (9) if an Accelerated Death Benefit has been previously paid for the Claimant under this Policy.

CONVERSION PRIVILEGE - CONVERSION BENEFITS

GENERAL CONVERSION BENEFIT. An individual life policy, known as a conversion policy, may be purchased from the Company without evidence of insurability if all or part of anyone's life insurance, provided by this Policy, terminates for any reason except:

- (1) termination or amendment of the Policy; or
- (2) the Insured Person's request for:
 - (a) termination of insurance; or
 - (b) cancellation of payroll deduction.

To purchase a conversion policy, application and payment of the first premium must be made within 31 days after the life insurance is terminated.

Any policy issued under the General Conversion Benefit will:

- (1) be for an amount not to exceed the amount of the life insurance which was terminated; less the amount of any group life insurance for which the person becomes eligible within 31 days after insurance terminates;
- (2) be on any form (except term) then issued by the Company at the age and amount for which application is made;
- (3) be issued at the Insured Person's age at nearest birthday;
- (4) be issued without disability or other supplemental benefits; and
- (5) require premiums based on the class of risk to which the person then belongs.

CONVERSION BENEFIT-POLICY TERMINATION OR AMENDMENT. A conversion policy also may be purchased from the Company if:

- (1) all or a part of anyone's insurance terminates due to amendment or termination of this Policy; and
- (2) that person has been covered continuously under this Policy for at least five years.

Any conversion policy issued due to Policy termination or amendment will be subject to the same conditions as a policy issued under the General Conversion Benefit except its amount may not exceed the lesser of:

- (1) \$2,000; or
- (2) the Amount of Life Insurance which terminates less the amount of any group life insurance for which the Insured Person becomes eligible within 31 days after the termination.

PROVISIONS APPLICABLE TO ALL CONVERSION POLICIES

EFFECTIVE DATES. The coverage provided by a conversion policy issued under this Section will be effective on the later of:

- (1) its date of issue; or
- (2) 31 days after the date on which the person's life insurance terminated.

DEATH DURING CONVERSION PERIOD. The Company will pay a death benefit under this Policy equal to the amount of the life insurance which could have been converted, if the person:

- (1) was entitled to purchase a conversion policy; and
- (2) dies within the 31 day conversion period.

This death benefit will be paid even if no one applied for the conversion policy. If the first premium was paid for the conversion policy, the amount of the premium will be refunded and the conversion policy will be void.

NOTICE OF CONVERSION PRIVILEGES-INSURED PERSONS. When an Insured Person's Personal Insurance terminates, written notice of the right to convert will be:

- (1) given personally to the Insured Person; or
- (2) mailed to the Insured Person at his last known address.

An additional period in which to convert will be granted if this written notice is not given to the Insured Person at least 15 days before the end of the 31 day conversion period. Any such extension of the conversion period will expire on the earliest of:

- (1) 15 days after the Insured Person is given the written notice; or
- (2) 60 days after the end of the 31 day conversion period even if the Insured Person is never given such notice.

No death benefit will be payable under this Policy after the 31 day conversion period has expired even though the right to convert may be extended.

DEPENDENTS LIFE INSURANCE

BENEFIT. Upon receipt of satisfactory proof of a Dependent's death while insured under this Policy, the Company will pay the amount of the Dependents Life Insurance in effect on the date of such death. This amount is shown in the Schedule of Insurance. The death benefit will be paid:

- (1) to the Insured Person; or
- (2) if the Insured Person fails to survive the Dependent, to the Insured Person's Beneficiary or according to the Facility of Payment Section.

DEPENDENT. A Dependent means a person who depends on the Insured Person for principal support; and is an Insured Person's:

- (1) spouse who is not legally separated from the Insured Person;
- (2) unmarried child at least 14 days but less than 26 years of age; or
- (3) unmarried child who is totally and permanently disabled and who became so disabled prior to reaching 26 years of age.

A legally adopted child is considered the Insured Person's child from the date of placement in the Insured Person's home for an agency adoption; or from the date the adoption petition is filed, if later, for a private adoption.

In addition to naturally born and legally adopted children, the word "child" includes an Insured Person's stepchild or foster child; provided the child resides in the Insured Person's household and is dependent on the Insured Person for principal support.

The term Dependent does not include:

1. anyone serving in the armed forces of any state or country; except for duty of 30 days or less for training in the Reserves or National Guard; or
2. anyone covered under this Policy as an Insured Person.

A person may be covered as either an Insured Person or a Dependent (but not both at the same time). If both parents are Insured Persons, their child may be covered as a Dependent of either parent (but not both at the same time).

ELIGIBILITY. An Insured Person becomes eligible for Dependents Life Insurance on the latest of:

- (1) the date the Insured Person becomes eligible for Personal Insurance;
- (2) the effective date of this Section; or
- (3) the date the Insured Person first acquires a Dependent.

EFFECTIVE DATES. An Insured Person's Dependents Life Insurance will become effective on the latest of the following dates:

- (1) the date the Insured Person becomes eligible for Dependents Life Insurance;
- (2) the date the Insured Person makes written application for Dependents Life Insurance and signs a payroll deduction order; and
- (3) the date the Company approves any required evidence of insurability on all the Insured Person's Dependents.

If an Insured Person acquires a new Dependent while insured for Dependents Life Insurance, insurance for that Dependent will take effect on the date the Dependent is acquired.

If a Dependent is confined in a hospital on the date his or her Dependents Life Insurance would otherwise take effect, then Dependents Life Insurance for that Dependent will not take effect until the date of his or her final discharge from the hospital.

EVIDENCE OF INSURABILITY. Each Insured Person's Dependent must submit evidence of insurability satisfactory to the Company if the Insured Person:

- (1) makes application for Dependents Insurance more than 31 days after the date such Insured Person becomes eligible for Dependents Insurance;
- (2) elects to be insured for Dependents Insurance after such Insured Person had requested:
 - (a) termination of the Dependents Insurance; or
 - (b) cancellation of the payroll deduction order; or
- (3) makes application for Dependents Insurance after it has automatically terminated, due to failure to pay premium by the end of the grace period.

INDIVIDUAL TERMINATION OF DEPENDENT INSURANCE. An Insured Person's Dependents Insurance will cease for all of the Insured Person's Dependents on the earliest of:

- (1) the date the Insured Person's Personal Insurance terminates;
- (2) the date Dependent Insurance is discontinued under this Policy;
- (3) the date the Insured Person ceases to be in a class of employees eligible for Dependent Insurance;
- (4) the date the Insured Person requests that the Dependent Insurance be terminated; or
- (5) the last day of the premium paying period for which the Insured Person has made any required contribution toward the cost of the Dependent Insurance.

Dependents Insurance on a particular Dependent will cease on the earliest of:

- (1) the date he or she ceases to be a Dependent as defined in this Policy;
- (2) the date he or she becomes covered under this Policy as an Insured Person; or
- (3) the date he or she enters the armed forces of any state or country; except for duty of 30 days or less in the Reserves or National Guard. (If the Insured Person sends proof of military service, the Company will refund any unearned premium.)

MISSTATEMENT OF AGE. If the age of a Dependent has been misstated, premiums will be subject to an equitable adjustment. If the amount of benefit is dependent upon age, the benefit will be that which would have been payable based upon the Dependent's correct age.

ASSIGNMENT. Dependents Insurance may not be assigned.

INCONTESTABILITY. Except for non-payment of premiums, the Company may not contest the validity of this Policy as to any Dependent, after it has been in force for two years during the lifetime of that Dependent. This clause will not affect the Company's right to contest claims made for accidental death, or dismemberment benefits.

**CLAIMS PROCEDURES
FOR LIFE OR ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

NOTE: This Policy may include an Extension of Death Benefit, an Accelerated Death Benefit or a Living Benefit. If so, please refer to that section for special claim procedures.

NOTICE AND PROOF OF CLAIM

Notice of Claim. Written notice of an accidental death or dismemberment claim must be given within 20 days after the loss occurs; or as soon as reasonably possible after that.* The notice must be sent to the Company's Group Insurance Service Office. It should include:

- (1) the Insured Person's name and address; and
- (2) the number of this Policy.

Claim Forms. When notice of claim is received, the Company will send claim forms for filing the required proof. If the Company does not send the forms within 15 days; then the Insured Person or Beneficiary (the claimant) may send the Company written proof of claim in a letter. It should state the nature, date and cause of the loss.

Proof of Claim. The Company must be given written proof of claim within 90 days after the date of the loss; or as soon as reasonably possible after that.* Proof of claim must be provided at the claimant's own expense. It must show the nature, date and cause of the loss. In addition to the information requested on the claim form, documentation must include:

- (1) A certified copy of the death certificate, for proof of death.
- (2) A copy of any police report, for proof of accidental death or dismemberment.
- (3) A signed authorization for the Company to obtain more information.
- (4) Any other items the Company may reasonably require in support of the claim.

* **Exception:** Failure to give notice or furnish proof of 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.

EXAM OR AUTOPSY. At anytime while a claim is pending, the Company may have the Insured Person examined:

- (1) by a Physician of the Company's choice;
- (2) as often as reasonably required.

If the Insured Person fails to cooperate with an examiner or fails to take an exam, without good cause; then the Company may deny benefits, until the exam is completed. In case of death, the Company may also have an autopsy done, where it is not forbidden by law. Any such exam or autopsy will be at the Company's expense.

TIME OF PAYMENT OF CLAIMS. Any benefits payable under this Policy will be paid immediately after the Company receives complete proof of claim and confirms liability.

TO WHOM PAYABLE

Death. Any benefits payable for the Insured Person's death will be paid in accord with the Beneficiary, Facility of Payment, and Settlement Options sections of this Policy. If this Policy includes Dependent Life Insurance; then any benefits payable for an insured Dependent's death will be paid to:

- (1) the Insured Person, if he or she survives that Dependent; or
- (2) the Insured Person's Beneficiary, or in accord with the Facility of Payment section; if the Insured Person does not survive that Dependent.

Dismemberment. If this Policy includes Accidental Death and Dismemberment Benefits; then any benefit, other than the Insured Person's death benefit, will be paid to the Insured Person.

CLAIMS PROCEDURES (Continued)

NOTICE OF CLAIM DECISION. The Company will send the claimant a written notice of its claim decision. If the Company denies any part of the claim; then the written notice will explain:

- (1) the reason for the denial, under the terms of this Policy and any internal guidelines;
- (2) how the claimant may request a review of the Company's decision; and
- (3) whether more information is needed to support the claim.

The Company will send this notice within 15 days after resolving the claim. If reasonably possible, the Company will send it within:

- (1) 90 days after receiving the first proof of a death or dismemberment claim; or
- (2) 45 days after receiving the first proof of a claim for any Extension of Death Benefit, Living Benefit or Accelerated Death Benefit available under this Policy.

Delay Notice. If the Company needs more than 15 days to process a claim, in a special case; then an extension will be permitted. If needed, the Company will send the claimant a written delay notice:

- (1) by the 15th day after receiving the first proof of claim; and
- (2) every 30 days after that, until the claim is resolved.

The notice will explain the special circumstances which require the delay, and when a decision can be expected.

In any event, the Company must send written notice of its decision within:

- (1) 180 days after receiving the first proof of a death or dismemberment claim; or
- (2) 105 days after receiving the first proof of a claim for any Extension of Death Benefit, Living Benefit or Accelerated Death Benefit available under this Policy.

If the Company fails to do so; then there is a right to an immediate review, as if the claim was denied.

Exception: If the Company needs more information from the claimant to process a claim; then it must be supplied within 45 days after the Company requests it. The resulting delay will not count towards the above time limits for claim processing.

REVIEW PROCEDURE. The claimant may request a claim review, within:

- (1) 60 days after receiving a denial notice of a death or dismemberment claim; or
- (2) 180 days after receiving a denial notice of a claim for any Extension of Death Benefit, Living Benefit or Accelerated Death Benefit available under this Policy.

To request a review, the claimant must send the Company a written request, and any written comments or other items to support the claim. The claimant may review certain non-privileged information relating to the request for review.

Notice of Decision. The Company will review the claim and send the claimant a written notice of its decision. The notice will explain the reasons for the Company's decision, under the terms of this Policy and any internal guidelines. If the Company upholds the denial of all or part of the claim; then the notice will also describe:

- (1) any further appeal procedures available under this 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.

For a death or dismemberment claim, the notice will be sent within 60 days after the Company receives the request for review; or within 120 days, if a special case requires more time. For a claim for any Extension of Death Benefit, Living Benefit or Accelerated Death Benefit available under this Policy, the notice will be sent within 45 days after the Company receives the request for review; or within 90 days, if a special case requires more time.

CLAIMS PROCEDURES
(Continued)

Delay Notice. If the Company needs more time to process an appeal, in a special case; then it will send the Insured Person a written delay notice, by the 30th 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 the Company needs more information from the claimant to process an appeal; then it must be supplied within 45 days after the Company requests it. The resulting delay will not count towards the above time limits for appeal processing.

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

RIGHT OF RECOVERY. If benefits have been overpaid on any claim; then the Company has the right to recover the excess, from one or more of:

- (1) the Insured Person, or his or her estate;
- (2) the Beneficiary, or his or her estate; or
- (3) an insurance company or other organization which has been overpaid.

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.

COMPANY'S DISCRETIONARY AUTHORITY. Except for the functions that this Policy clearly reserves to the Group Policyholder or Employer, the Company has the authority to:

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

The Company's authority includes (but is not limited to) the right to:

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

Any decision the Company makes, in the exercise of its authority, shall be conclusive and binding; subject to the Insured Person's or Beneficiary's rights to:

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

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

DEATH OR DISMEMBERMENT BENEFIT FOR AN INSURED PERSON. The Company will pay the benefit listed below, if:

- (1) an Insured Person sustains an accidental bodily injury while insured under this provision; and
- (2) that injury directly causes one of the following nonfatal losses within 365 days after the date of the accident or directly causes his or her death (regardless of the time elapsed).

The loss must result directly from the injury and from no other causes.

LOSS	BENEFIT FOR COMMON CARRIER ACCIDENT	BENEFIT FOR OTHER COVERED ACCIDENT
Loss of Life	2 Times Principal Sum	Principal Sum
Loss of One Member (Hand, Foot or Eye)	Principal Sum	½ Principal Sum
Loss of Two or More Members	2 Times Principal Sum	Principal Sum
Loss of Thumb and Index Finger	1/2 Principal Sum	1/4 Principal Sum
Loss of Both Speech and Hearing in Both Ears	2 Times Principal Sum	Principal Sum
Loss of Either Speech or Hearing in Both Ears	Principal Sum	1/2 Principal Sum
Loss of Hearing in One Ear	Principal Sum	1/2 Principal Sum
Quadriplegia (Paralysis of Both Arms and Both Legs)	2 Times Principal Sum	Principal Sum
Paraplegia (Paralysis of Both Legs)	1 ½ Principal Sum	¾ Principal Sum
Hemiplegia (Paralysis of Arm and Leg of Same Side)	Principal Sum	½ Principal Sum

The Principal Sum for the Insured Person's class is shown in the Schedule of Insurance.

MAXIMUM PER PERSON. If an Insured Person sustains more than one loss resulting from the same accident, the benefit:

- (1) will be the one largest amount listed;
- (2) will not exceed two times the Principal Sum for all of that person's combined losses resulting from a Common Carrier Accident; and
- (3) will not exceed the Principal Sum for all that person's combined losses resulting from any other covered accident.

TO WHOM PAYABLE. Benefits for the Insured Person's loss of life will be paid in accord with the Beneficiary section. All other benefits will be paid to the Insured Person.

LIMITATIONS. Benefits are not payable for any loss to which a contributing cause is:

- (1) intentional self-inflicted injury or self-destruction;
- (2) disease, bodily or mental infirmity, or medical or surgical treatment of these;
- (3) participation in a riot;
- (4) duty as a member of any military, naval or air force;
- (5) war or any act of war, declared or undeclared;
- (6) participation in the commission of a felony;
- (7) voluntary use of drugs; except when prescribed by a Physician;
- (8) voluntary inhalation of gas, including carbon monoxide; except while the Insured Person is conducting his or her duties in the course of employment;
- (9) travel or flight in any aircraft, including balloons and gliders; except as a fare paying passenger on a regularly scheduled flight; or
- (10) driving a vehicle while intoxicated.

**ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE
(CONTINUED)**

DEFINITIONS.

"Beneficiary" means the person(s) named on the Insured Person's enrollment form. The Insured Person may change the Beneficiary by filing a written notice of the change with the Company at its Group Insurance Service Office.

"Common Carrier Accident" means a covered accidental bodily injury, which is sustained while riding as a fare paying passenger (not a pilot, operator or crew member) in or on, boarding or getting off from a Common Carrier.

"Common Carrier" means any land, air or water conveyance operated under a license to transport passengers for hire.

"Intoxicated" shall be defined by the jurisdiction where the accident occurs. The exclusion will apply whether or not the driver is convicted.

"Loss of Hearing" means permanent and total deafness in that ear. The deafness cannot be corrected to any functional degree by any aid or device.

"Loss of a Member" includes the following:

- (1) "Loss of Hand or Foot," means complete severance through or above the wrist or ankle joint.
- (2) "Loss of an Eye," means total and irrevocable loss of sight in that eye.

"Loss of Speech" means total and irrevocable loss of audible communication.

"Loss of Thumb and Index Finger" means severance of the thumb and index finger of the same hand, through or above the joint closest to the wrist.

"Paralysis" means complete and irreversible loss or use of an arm or leg (without severance).

REPATRIATION BENEFIT. The Company will pay a Repatriation Benefit, if:

- (1) the Insured Person dies as a result of a covered accident at least 150 miles from his or her principal place of residence; and
- (2) expense is incurred for the preparation and transportation of the Insured Person's body to a mortuary.

This benefit will be paid in addition to all other benefits payable under this Policy. This benefit will equal the expenses incurred for the preparation and transportation of the Insured Person's body to a mortuary subject to a maximum of \$5,000. This benefit will be paid:

- (1) when the benefit for accidental loss of life is paid; or
- (2) when the Company receives proof of expense incurred, if later.

PROOF. In order for this benefit to be payable, proof of payment for any expenses incurred for Repatriation must be provided to the Company.

TO WHOM PAYABLE. Benefits for Repatriation will be paid in accord with the Beneficiary and/or Facility of Payment sections of this Policy.

Benefits will not be payable for any loss excluded under the Accidental Death and Dismemberment Insurance Limitations section.

**ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE
CONTINUED**

EDUCATION BENEFIT. The Company will pay an Education Benefit for each of the Insured Person's eligible Dependent Children, if the Insured Person:

- (1) is injured in a covered accident while insured under this Policy;
- (2) dies as a direct result of such injuries; and
- (3) is survived by one or more Dependent Children who are eligible for the benefit.

To be eligible for the Education Benefit, a Dependent Child:

- (1) must be dependent on the Insured Person for principal support;
- (2) must be enrolled as a Full-Time Student on the date of the Insured Person's death or within 365 days after that date; and
- (3) must incur expenses after the date of the Insured Person's death for tuition, fees, books, room and board, or any other costs payable directly to (or approved and certified by) that school.

This benefit will be paid in addition to all other benefits payable under this Policy. The benefit will equal the actual expense incurred after the date of the Insured Person's death up to 5% of the Insured Person's Principal Sum, subject to a maximum of \$5,000 for each eligible Dependent Child per year, for up to 4 consecutive years or until age 25. The benefit will be paid to the Dependent Child, if the child has reached the age of majority. Otherwise, benefits will be paid to the child's legal guardian. The first payment will be made:

- (1) when the benefit for accidental loss of life is paid; or
- (2) when the Company receives proof of expenses incurred and that an eligible Dependent Child meets the above requirements, if later.

Subsequent payments will be made when the Company receives:

- (1) verification that the eligible Dependent Child continues to be a Full-Time Student during each additional semester/year; and
- (2) proof of payment for the expenses incurred.

"Full-Time Student" means a Dependent Child who:

- (1) is attending a licensed or accredited college, university or vocational school (beyond the 12th grade);
- (2) is considered a full-time student based upon that school's standards; and
- (3) incurs expenses for tuition, fees, books, room and board, or any other costs payable directly to (or approved or certified by) that school.

"Child" includes the Insured Person's naturally born child, legally adopted child, stepchild, and foster child.

SPOUSE TRAINING BENEFIT. The Company will pay a Spouse Training Benefit to the Insured Person's surviving Spouse, if the Insured Person:

- (1) is injured in a covered accident while insured under this Policy;
- (2) dies as a direct result of such injuries; and
- (3) is survived by a Spouse who is eligible for the benefit.

To be eligible for the Spouse Training Benefit, the Insured Person's Spouse:

- (1) must not be legally separated from the Insured Person on the date of the accident;
- (2) must be enrolled as a student on the date of the Insured Person's death or within 365 days after that date in any school to retrain or refresh skills needed for employment; and
- (3) must incur expenses after the date of the Insured Person's death for tuition, fees, books, room and board and other costs payable directly to (or approved or certified by) that school.

**ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE
CONTINUED**

This benefit will be paid in addition to all other benefits payable under this Policy. The benefit will equal the actual expense incurred after the date of the Insured Person's death up to 5% of Insured Person's Principal Sum; subject to a maximum of \$5,000. The benefit will be paid for one year. Payment will be made:

- (1) when the benefit for accidental loss of life is paid; or
- (2) when the Company receives proof of payment for the expenses incurred and that the Spouse meets the above requirements, if later.

EXCLUSIONS. Benefits will not be payable for any loss excluded under the Accidental Death and Dismemberment Insurance Limitations section.

**ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE
CONTINUED**

CHILD CARE BENEFIT. The Company will pay a Child Care Benefit for each of the Insured Person's eligible Dependent Children, if the Insured Person:

- (1) is injured in a covered accident while insured under this Policy;
- (2) dies as a direct result of such injuries; and
- (3) is survived by one or more Dependent Children who are eligible for the benefit.

To be eligible for the Child Care Benefit, a Dependent Child must:

- (1) be dependent on the Insured Person for principal support;
- (2) be under age 13 on the date of the accident; and
- (3) attend a licensed Child Care Center on a regular basis on the date of the Insured Person's death or within 365 days after that date.

The Child Care Benefit is paid in addition to all other Policy benefits. The benefit will equal the actual expense incurred after the date of the Insured Person's death, up to 5% of the Insured Person's Principal Sum; subject to a maximum of \$5,000 for each eligible Dependent Child per year. The benefit will be paid to the legal guardian of the eligible Dependent Child:

- (1) for up to 4 consecutive years; or
- (2) until the Dependent Child's 13th birthday (whichever occurs first).

The first payment will be made:

- (1) when the benefit for accidental loss of life is paid; or
- (2) when the Company receives proof of expense incurred and that an eligible Dependent Child meets the above requirements; if later.

Subsequent payments will be made quarterly on a reimbursement basis when the Company receives:

- (1) verification that the eligible Dependent Child continues to attend a licensed Child Care Center on a regular basis; and
- (2) satisfactory proof of payment for the child care expense incurred.

DEFINITIONS. "Child Care Center" means any facility (other than a family day care home) which:

- (1) is licensed as such by the state; and
- (2) provides non-medical care and supervision for children in a group setting; and
- (3) cares for children at least 6 but less than 24 hours per day.

"Child" includes the Insured Person's naturally born child, legally adopted child, stepchild, and foster child.

"Expense Incurred" means the cost for the supervision and care of a Dependent Child, excluding any fees for extra activities, which are directly payable to a Child Care Center.

EXCLUSIONS. Benefits will not be paid:

- (1) when the Dependent Child's care is provided by (or at a facility operated by) the child's grandparent, parent, aunt, uncle or sibling; or
- (2) for any loss excluded under the Accidental Death and Dismemberment Insurance Limitations section of this Policy.

**ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE
CONTINUED**

COMA BENEFIT. The Company will pay a Coma Benefit, when the Insured Person remains in a coma; provided:

- (1) the coma is caused by an Injury sustained while insured under this Policy;
- (2) the coma begins within 365 days after the date of the accident; and
- (3) the person remains in a continuous coma for at least 31 days in a row.

The coma must result directly from the Injury and from no other causes.

This benefit will be paid in addition to all other benefits payable under this Policy. The Coma Benefit will equal a one-time payment of 5% of the Insured Person's Principal Sum; subject to a maximum of \$5,000.

PROOF. Proof of the coma must be provided to the Company. The Company retains the right to investigate and to determine whether the coma exists.

TO WHOM PAYABLE. Upon receipt of satisfactory proof, the Coma Benefit will be paid to the Insured Person.

"Coma" means being in a state of complete mental unresponsiveness, with no evidence of appropriate responses to stimulation.

EXCLUSIONS. Benefits will not be paid:

- (1) when the Insured Person remains in a coma for less than 31 days in a row; or
- (2) for any loss excluded under the Accidental Death and Dismemberment Insurance Limitations section of this Policy.

SAFE DRIVER BENEFIT

BENEFIT. If an Insured Person dies as a direct result of a covered auto accident, for which Accidental Death and Dismemberment Benefits are payable; then:

- (1) an additional Seat Belt Benefit will be payable, if the Insured Person was wearing a properly fastened seat belt at the time of the accident; and
- (2) an additional Air Bag Benefit will be payable, if the auto was equipped with air bag(s).

The Seat Belt Benefit equals \$50,000 or 10% of the Principal Sum, whichever is less; and the Air Bag Benefit equals \$10,000 or 10% of the Principal Sum, whichever is less. The Seat Belt Benefit and the Air Bag Benefit will not be less than \$1,000 per Insured Person. The Principal Sum is the amount payable because of the Insured Person's accidental death.

A copy of the police report must be submitted with the claim. The position of the seat belt or presence of an air bag must be certified by:

- (1) the official accident report; or
- (2) the coroner, traffic officer or other investigating officer.

Upon receipt of satisfactory written proof, the additional benefit will be paid in accord with the Beneficiary section.

DEFINITIONS. As used in this provision:

"Auto" means a 4-wheel passenger car, station wagon, jeep, pick-up truck or van-type car. It must be licensed for use on public highways. It includes a car owned or leased by the Group Policyholder.

"Intoxicated," "Impaired," or "Under the Influence of Drugs" shall be defined as by the jurisdiction where the accident occurs.

"Seat Belt" means a properly installed:

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

LIMITATIONS. Safe Driver Benefits will not be paid if:

- (1) the Accidental Death and Dismemberment Benefits is not paid under this Policy for the Insured Person's death; or
- (2) at the time of the accident, the Insured Person or any other person who was driving the auto in which the Insured Person was traveling:
 - (a) was driving without a valid drivers' license;
 - (b) was driving in excess of the legal speed limit; or
 - (c) was driving while intoxicated, impaired, or under the influence of drugs (except for drugs taken as prescribed by a Physician for the driver's use).

The above limitations will apply, whether or not the driver is convicted.

**NOTICE OF PROTECTION PROVIDED BY
PENNSYLVANIA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION**

This notice provides a **brief summary** regarding the protections provided to policyholders by the Pennsylvania Life and Health Insurance Guaranty Association (“the Association”). This protection was created under Pennsylvania law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your member life, annuity, or health insurance company, RANLI PPO, hospital plan corporation, professional health services plan corporation or health maintenance organization (member insurer) becomes financially unable to meet its obligations. If this should happen, the Association will typically arrange to provide coverage, pay claims, or otherwise provide protection in accordance with Pennsylvania law. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting companies that are well managed and financially stable.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

COVERAGE

Persons Covered

Generally, individuals will be protected by the Association if the member insurer was a member of the Association and the individual lives in Pennsylvania at the time the member insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees of such individuals.

Amounts of Coverage

The basic coverage protections provided by the Association per insured in each insolvency are limited in the aggregate to \$300,000 (or \$500,000 in the case of health benefit plans), including specific limits for the following types of coverage but not in excess of the contractual obligations of the member insurer;

Life insurance:

o Up to \$300,000 in death benefits including up to \$100,000 in net cash surrender or withdrawal value.

Accident, accident and health, or health insurance (including HMOs):

- Up to \$500,000 for health benefit plans, with some exceptions.
- Up to \$300,000 for disability income benefits.
- Up to \$300,000 for long-term care insurance benefits.
- Up to \$100,000 for all other types of health insurance.

Individual annuities

- Up to \$250,000 in the present value of benefits, including cash surrender and net cash withdrawal values.

LIMITATIONS AND EXCLUSIONS FROM COVERAGE

The Association also does not provide coverage for:

- any policy or contract or portion of a policy or contract which is not guaranteed by the member insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- claims based on marketing materials or other documents which are not approved policy or contract forms, claims based on misrepresentations of policy or contract benefits, and other extra-contractual claims;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields or increases based on an index that exceed an average rate specified by statute;

- dividends, experience rating credits, or credits given in connection with the administration of a policy or contract by a group contractholder;
- employers' plans that are self-funded (that is, not insured by member insurer, even if member insurer administers them);
- unallocated annuity contracts (which give rights to group contractholders, not individuals) other than in limited circumstances and amounts;
- certain contracts which establish benefits by reference to a portfolio of assets not owned by the member insurer; or
- policies providing health care benefits for Medicare Parts C or D coverage, for Medicaid or under the Pennsylvania program for Comprehensive Health Care for Uninsured Children.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in Pennsylvania when it issued the policy or contract
- If the person is provided coverage by the guaranty association of another state
- A policy issued by 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, or by an insurance exchange

NOTICES

Member insurers or their agents are required by law to give or send you this notice, and are prohibited by law from using the existence of the Association to induce you to purchase any kind of insurance or other coverage. Policyholders with additional questions should first contact their member insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at www.palifega.org. You can obtain additional information from the Association by contacting it at the address below. You may also contact the Pennsylvania Insurance Department to file a complaint with the Pennsylvania Insurance Commissioner to allege a violation of any provisions of Pennsylvania laws and regulations relating to insurance including the law establishing the Association:

Pennsylvania Life and Health Insurance
 Guaranty Association
 290 King of Prussia Road
 Radnor Station Building 2, Suite 218
 Radnor, PA 19087
 (610) 975-0572

Pennsylvania Insurance Department
 1209 Strawberry Square
 Harrisburg, PA 17120
 1-877-881-6388
www.insurance.pa.gov

The summary information provided by this notice and on the Association's web site do not limit or alter the more comprehensive and detailed provisions of the law and are subject to change without notice. The statements made herein are for information purposes only. The Association has not reviewed any specific policy, or verified the information provided regarding residency or other relevant factors. Moreover, whether coverage will be provided to any specific policyholder can only be determined by reference to the statute in effect, at the earliest, at the time that the member insurer is declared insolvent. No final determination of coverage can be made until a member insurer is declared insolvent and the specific factual and legal circumstances can be reviewed. Nothing contained herein is intended to guarantee coverage for any insured, or to bind the Association in any way. Finally, this summary and the Association's web site are for general information purposes and should not be relied upon as legal advice.

ISSUED TO: WellSpan Health

The Policy is amended by the addition of the following provisions.

**PRIOR INSURANCE CREDIT UPON TRANSFER OF
LIFE INSURANCE CARRIERS**

This provision prevents loss of life insurance coverage for an Insured Person, which could otherwise occur solely because of a transfer of insurance carriers. This Policy will provide the following Prior Insurance Credit, when it replaces a prior plan.

"Prior Plan" means a prior carrier's group life insurance policy, which this Policy replaced within 1 day of the prior plan's termination date.

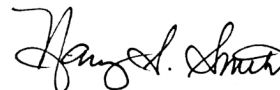
FAILURE TO SATISFY ACTIVE WORK RULE. Subject to payment of premiums, this Policy will provide life coverage for a Person who:

- (1) was insured under the prior plan on its termination date;
- (2) was otherwise eligible under this Policy; but was not Actively-At-Work due to Injury or Sickness on its Effective Date;
- (3) is not entitled to any extension of life insurance under the prior plan; and
- (4) is not Totally Disabled (as defined in the Extension of Death Benefit section of this Policy) on the date this Policy takes effect.

AMOUNT OF LIFE INSURANCE. Until the Person satisfies this Policy's Active Work rule, the amount of his or her group life insurance under this Policy will not exceed the amount for which the Person was insured under the prior plan on its termination date.

This Amendment takes effect on the effective date of coverage under this Policy. In all other respects, this Policy remains the same.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY



Officer of the Company

**POLICY AMENDMENT
AMENDMENT NO. 1**

TO BE ATTACHED AND MADE A PART OF GROUP POLICY NO. 000010167602

ISSUED TO: WellSpan Health

It is agreed that, under the Accidental Death and Dismemberment Insurance section, the Limitation on air travel or flight is amended to read as follows:

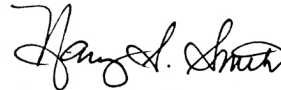
"travel or flight in any aircraft (including balloons and gliders) except:

- (a) as a fare-paying passenger on a regularly scheduled commercial flight; or
- (b) as a passenger or pilot in any aircraft while flying on the Group Policyholder's business provided:
 - (1) the aircraft has a valid U.S. airworthiness certificate (or foreign equivalent); and
 - (2) the pilot has a valid pilot's certificate with a non-student rating authorizing him to fly the aircraft."

The effective date of this amendment is January 1, 2020; but only with respect to losses incurred on or after that date.

Nothing contained in this amendment shall change any of the terms and conditions of this policy, except as stated above.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY



Officer of the Company