

**Duke University**  
**January 1, 2020**



**DISCLAIMER**

**Sponsor:** Duke University

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

**Date Provided:** October 21, 2019

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

**LINCOLN LIFE ASSURANCE COMPANY OF BOSTON**

**Duke University**



## CERTIFICATE OF COVERAGE

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

**Sponsor:** Duke University

**Policy Number:** SA3-810-259835-01


**Effective Date:** January 1, 2020

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

A few words about this certificate of coverage...

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

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

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

SECRETARY

**TABLE OF CONTENTS**

SECTION 1. .... SCHEDULE OF BENEFITS

SECTION 2. .... DEFINITIONS

SECTION 3. .... ELIGIBILITY AND EFFECTIVE DATES

SECTION 4. .... INSURANCE BENEFITS

SECTION 5. .... EXCLUSIONS

SECTION 6. .... TERMINATION PROVISIONS

SECTION 7. .... GENERAL PROVISIONS

## SECTION 1 - SCHEDULE OF BENEFITS

### ELIGIBILITY REQUIREMENTS FOR INSURANCE BENEFITS

#### What is the Minimum Hourly Requirement?

Employees working a minimum of 20 regularly scheduled hours per week

#### What is the Classification of Covered Employees?

Class 1            All full-time active Employees

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

#### What is the Eligibility Waiting Period?

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

#### Are Employee Contributions Required?

Employee Basic Life Insurance Benefits:	No
Employee Basic Accidental Death and Dismemberment Insurance Benefits:	No

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

**LIFE INSURANCE**

**What is the Amount of Insurance Benefit?**

**Employee Basic Life Insurance**

\$10,000.00



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

**ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

**What is the Full Amount of Insurance Benefit?**

**Employee Basic Accidental Death and Dismemberment Insurance**

An amount equal to the Covered Employee's elected Basic Life Insurance Amount

## SECTION 1 - SCHEDULE OF BENEFITS

(Continued)

### ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

#### **What is the Employee Seat Belt Benefit?**

Maximum Benefit Amount: 10.00% of Full Amount up to \$25,000.00

#### **What is the Employee Air Bag Benefit?**

Maximum Benefit Amount: 5.00% of Full Amount up to \$10,000.00

#### **What is the Employee Repatriation Benefit?**

Maximum Benefit Amount: \$5,000.00

#### **What is the Employee Common Carrier Benefit?**

Maximum Benefit Amount: Full Amount up to \$10,000.00

#### **Employee Coma Benefit:**

Maximum Benefit Amount: 10.00% of Full Amount up to \$10,000.00

#### **Employee Felonious Assault Benefit:**

Maximum Benefit Amount: 10.00% of Full Amount up to \$20,000.00

#### **What is the Employee HIV Benefit?**

Maximum Benefit Amount: 10.00% of Full Amount up to \$20,000.00

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

**What are the Evidence of Insurability Requirements?**

**Non-Medical Maximum:**

Employee Basic Life Insurance Benefits: \$10,000.00

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

## SECTION 2 - DEFINITIONS

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

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

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

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

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

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

**"Annual Earnings"** means your annual rate of earnings from the Sponsor. However, such earnings will not include bonuses, commissions, overtime pay and extra compensation.

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

## SECTION 2 - DEFINITIONS

(Continued)

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

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

"**Covered Person**" means an Employee in Active Employment insured under this policy.

## SECTION 2 - DEFINITIONS

(Continued)

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

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

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

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

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

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

## SECTION 2 - DEFINITIONS

(Continued)

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

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

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

## SECTION 2 - DEFINITIONS

(Continued)

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

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

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

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

**"Physician"** means a person who:

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

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



## SECTION 2 - DEFINITIONS

(Continued)

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

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

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

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

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

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

## **SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES**

### **What are the Eligibility Requirements for Employee Insurance Benefits?**

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

### **What is your Eligibility Date for Insurance Benefits?**

#### **Employee Coverage:**

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

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

### **What Happens During the Annual Enrollment Period?**

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

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

## SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

(Continued)

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

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

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

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

### What is Your Effective Date for Insurance?

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

### Employee Coverage:

1. For non-contributory coverage not subject to Evidence of Insurability, you will be insured on your Eligibility Date.
2. For non-contributory coverage subject to Evidence of Insurability, you will be insured on the later of the date Lincoln gives approval or your Eligibility Date.
3. If you make application for contributory coverage more than 31 days after your Eligibility Date, you must submit Evidence of Insurability. You will be insured on the date Lincoln gives approval.

Evidence of Insurability will be at your Expense.

## SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

(Continued)

### What is Your Effective Date of Insurance? (Continued)

#### **Increases or Decreases:**

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

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

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

#### **When will Your Effective Date for Employee Insurance be Delayed?**

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

## SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

(Continued)

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

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

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

### What Happens During Leave of Absence?

The Sponsor may continue your coverage(s) by paying the required premiums, if you are granted an approved leave of absence.

Your coverage(s) will not continue beyond a period of twelve months. In continuing such coverage(s) under this provision, the Sponsor agrees to treat all Covered Employees equally.

### What Happens During Leave of Absence Due to Disability?

The Sponsor may continue your coverage(s) by paying the required premiums, if you are granted an approved leave of absence due to a disability.

Your coverage(s) will not continue beyond the Covered Employee turning age 65. In continuing such coverage(s) under this provision, the Sponsor agrees to treat all Covered Employees equally.

## SECTION 4 - INSURANCE BENEFITS

### EMPLOYEE LIFE INSURANCE

#### Benefits

#### When is Your Life Insurance Benefit Payable?

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

#### Conversion Privilege

#### What is the Conversion Privilege?

#### Conversion Privilege at Individual Termination or Reduction of Benefits:

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

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

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

#### Conversion Privilege at Class or Plan Termination:

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

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

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

#### Death Within the 31 Days Allowed for Conversion:

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

## SECTION 4 - INSURANCE BENEFITS

(Continued)

### ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

#### Benefits

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

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

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

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

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

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

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

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

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

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

Diplegia means the total and permanent paralysis of both arms.

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

## SECTION 4 - INSURANCE BENEFITS

(Continued)

### ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

#### Benefits

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

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

Lincoln must be given satisfactory written Proof that the Covered Person's death resulted from an Automobile accident while wearing a Seat Belt. A copy of the police accident report should be submitted with the claim.

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

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

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

Lincoln must be given satisfactory written Proof that the Covered Person's death resulted from an Automobile accident while wearing a Seat Belt and the Automobile was equipped with an Air Bag directly in front of the Covered Person. A copy of the police accident report should be submitted with the claim.

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

With respect to this provision, "**Air Bag**" means the passive restraint device in an Automobile which inflates automatically upon collision to provide protection in Automobile accidents. The Air Bag must meet the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration and be installed by the manufacturer.

With respect to this provision, "**Automobile**" means a private passenger motor vehicle licensed for use on public highways.

With respect to this provision, "**Seat Belt**" means a combination lap and shoulder restraint system that must meet the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration and be installed by the manufacturer. A Seat Belt will include a lap belt alone, but only if the Automobile did not have a combination lap and shoulder restraint system when manufactured. Seat Belt does not include a shoulder restraint alone.



## SECTION 4 - INSURANCE BENEFITS

(Continued)

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

Benefits (Continued)

#### When will a Repatriation Benefit be Payable?

Lincoln will pay an additional benefit for the transportation of the Covered Person's body to a mortuary chosen by the Covered Person or beneficiary. Payment will be made in the event the Covered Person suffers loss of life at least 200 miles from the Covered Person's principal place of residence. Written proof of the expenses must be submitted to Lincoln prior to payment. The benefit payable is shown in the Schedule of Benefits.

#### When will a Common Carrier Benefit be Payable?

Lincoln will pay an additional benefit to the beneficiary if the Covered Person suffers loss of life as a result of an accident occurring while riding as a fare-paying Passenger on a public conveyance. The benefit payable is equal to the Full Amount payable under Accidental Death and Dismemberment up to the maximum benefit shown in the Schedule of Benefits.

With respect to this provision, "**Common Carrier**" means a public conveyance operated by a licensed Common Carrier for the transportation of the general public for a fare and operating on regular passenger routes, within the continental United States, Alaska and Hawaii, with a definite schedule of departures and arrivals.

With respect to this provision, "**Passenger**" is defined as an individual other than a pilot, operator or crew member who is riding in or on, boarding, or dismounting from a public conveyance.

## SECTION 4 - INSURANCE BENEFITS

(Continued)

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

#### Benefits (Continued)

##### What is the Coma Benefit?

Subject to all terms, conditions, and limitations of the Policy, Lincoln will pay a Coma Benefit if, as a result of an accident, you become Comatose.

For the Coma benefit to be payable:

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

The Coma Benefit payable is:

1. 10.00% of the full Accidental Death and Dismemberment benefit amount up to a maximum of \$10,000.00; and
2. in addition to the Accidental Death and Dismemberment benefit payable under the policy.

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

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

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

Lincoln must be given satisfactory written proof of your medical condition.

## SECTION 4 - INSURANCE BENEFITS

(Continued)

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

#### Benefits (Continued)

#### What is the Felonious Assault Benefit?

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

For this benefit to be payable:

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

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

The Felonious Assault Benefit payable is:

1. 10.00% of the full Accidental Death and Dismemberment amount up to a maximum of \$20,000.00; and
2. in addition to the Accidental Death and Dismemberment benefit.

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

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

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

## **SECTION 4 - INSURANCE BENEFITS**

(Continued)

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

**Benefits (Continued)**

#### **What is the HIV Benefit?**

Subject to all terms, conditions, and limitations of the Policy provisions, Lincoln will pay an HIV Benefit if as a result of an accident, you sustain an Injury while performing your occupation for the Sponsor that results in contracting HIV within one year of the period that begins on the date of the Injury.

For this benefit to be payable Lincoln must receive proof that:

1. you submitted a Workers' Compensation injury report within 72 hours of the accident; and
2. obtained a blood test for HIV within 72 hours of the accident.

The HIV benefit payable is:

1. 10.00% of the full Accidental Death and Dismemberment amount up to \$20,000.00; and
2. in addition to the Accidental Death and Dismemberment benefit.

## SECTION 4 - INSURANCE BENEFITS

(Continued)

### CONTINUATION OF COVERAGE DURING TOTAL DISABILITY

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

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

Accidental Death and Dismemberment coverage will be continued during your period of Total Disability subject to premium payments.

The amount of continued coverage for Accidental Death and Dismemberment will be the amount in force at the beginning of your Total Disability.

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

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

1. the Sponsor determines you cease to be Totally Disabled;
2. you return to Active Employment;
3. the policy terminates;
4. premium payments stop;
5. you reach when Covered Employee moves into class 2 or 3;
6. the date you begin receiving a benefit from a retirement or pension plan; or
7. the date the Sponsor classifies you as retired.

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

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

## SECTION 5 - EXCLUSIONS

### LIFE INSURANCE EXCLUSIONS

Applicable to Basic Life Insurance:

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

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

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

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

## SECTION 5 - EXCLUSIONS (Continued)

### ACCIDENTAL DEATH AND DISMEMBERMENT EXCLUSIONS

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

1. war, declared or undeclared, or any act of war;
2. intentionally self-inflicted injuries, while sane or insane
3. suicide, or suicide attempt, while sane or insane;
4. active Participation in a Riot;
5. committing or attempting to commit a felony or misdemeanor;
6. disease, bodily or mental illness (or medical or surgical treatment thereof);
7. infections, except bacterial infection resulting from accidental injury;
8. controlled substances (as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 and all amendments) that are voluntarily taken, ingested or injected, unless as prescribed or administered by a Physician;
9. serving full-time active duty in the Armed Forces of any country or international authority;
10. boarding, leaving or being in or on any kind of aircraft. However, this exclusion will not apply if the Covered Person is a fare paying passenger on a commercial aircraft or traveling as a passenger in any aircraft that is owned or leased by or on behalf of the Sponsor; or
11. the presence of alcohol in the Covered Person's blood which raises a presumption that the Covered Person was under the influence of alcohol and contributed to the cause of the accident. The blood alcohol level is governed by the jurisdiction of the state in which the accident occurred; or
12. hazardous sports, including but not limited to, motor sports (land or water), mountain climbing, skydiving, parachuting, bungee jumping, hang gliding and scuba diving.

No benefit will be payable for any loss suffered as a result of Accidental Injury during any period of incarceration.

With respect to this provision, "**Participation**" shall include promoting, inciting, conspiring to promote or incite, aiding, abetting, and all forms of taking part in, but shall not include actions taken in defense of public or private property, or actions taken in defense of the Covered Person, if such actions of defense are not taken against persons seeking to maintain or restore law and order including, but not limited to police officers and fire fighters.

With respect to this provision, "**Riot**" shall include all forms of public violence, disorder or disturbance of the public peace, by three or more persons assembled together, whether or not acting with a common intent and whether or not damage to persons or property or unlawful act or acts is the intent or the consequence of such disorder.

## SECTION 6 - TERMINATION PROVISIONS

### Termination of a Covered Person's Insurance

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

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

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



## SECTION 7 - GENERAL PROVISIONS

### What is the Appeal Process?

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

### Is Assignment Allowed?

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

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

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

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

### Why Must You Name a Beneficiary?

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

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

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

### How will Lincoln Conform with State Statutes?

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

## **SECTION 7 - GENERAL PROVISIONS**

(Continued)

### **What are Lincoln's Examination Rights?**

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

### **Who are Claims Paid To?**

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

### **When May This Plan be Contested?**

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

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

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

### **Who has the Authority for Interpretation of this Plan?**

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

### **When can Legal Proceedings Begin?**

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

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

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

## SECTION 7 - GENERAL PROVISIONS

(Continued)

### **What Happens if Your Age is Misstated?**

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

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

### **When Must Lincoln be Notified of a Claim?**

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

### **When Must Lincoln Receive Proof of Claim?**

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

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

### **What are the Optional Methods of Settlement?**

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

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

### **What is the Lincoln Security Account?**

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

### **When are Benefits Payable?**

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

## **SECTION 7 - GENERAL PROVISIONS**

(Continued)

### **What are Lincoln's Rights of Recovery?**

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

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

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

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

It is required that full reimbursement be made to Lincoln.

### **How does the Plan Affect Workers' Compensation?**

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