

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

PAULETTE T. GLOVER and JOHN T.
WAREHIME, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

CONNECTICUT GENERAL LIFE
INSURANCE COMPANY and THE
LINCOLN NATIONAL LIFE INSURANCE
COMPANY,

Defendants.

CIVIL ACTION NO. 3:16-cv-00827-MPS

**PLAINTIFFS' UNOPPOSED MOTION FOR LEAVE TO AMEND COMPLAINT AND
JOIN PARTIES**

Plaintiffs Paulette T. Glover and John T. Warehime respectfully move under Federal Rules of Civil Procedure 15(a)(2), 16(b)(4), 20(a), and 21, and this Court's Local Civil Rule 7(f), for leave to file an amended complaint to join additional parties to this suit to cure the Rule 23(a)(3) typicality defect identified by the Second Circuit Court of Appeals, which was the sole basis for its reversal of this Court's entry of class-wide judgment on the \$147.5 million cash, no claims-made Settlement. *See* Dkt. 356 at 15.

Specifically, the Second Circuit concluded that the breach of contract claims of Plaintiffs Glover and Warehime, with their policies issued by Defendants Connecticut General Life Insurance Company ("Connecticut General") and Lincoln National Life Insurance Company ("Lincoln"), are not typical of the breach of contract claims of Settlement Class Members with policies issued by Lincoln-affiliates First Penn-Pacific Life Insurance Company ("First Penn") or Lincoln Life & Annuity Company of New York ("Lincoln New York"), because Plaintiffs'

evidence of privity of contract with Lincoln—the party that has been performing all relevant conduct that Plaintiffs allege breaches all the Class Policies in the same way—would not be the same as what those Settlement Class Members would present to prove their privity with Lincoln. *See id.* at 16-21. The Second Circuit otherwise identified no other issues with this Court’s finding that the Settlement is a fair, reasonable, and adequate resolution of the claims of the 191,000-member Settlement Class pursuant to Rule 23(e)(2), nor with this Court’s findings that every other procedural requirement of Rule 23(a) and (b)(3) is satisfied.

Accordingly, to cure this procedural issue, and as supported in the accompanying Memorandum, Plaintiffs seek leave to join additional representative plaintiffs to the case: Kathleen A. Murphy, the owner of a life insurance policy meeting the Class definition that was issued by First Penn, and James E. Reid, the owner of a life insurance policy meeting the Class definition that was issued by Lincoln New York. Plaintiffs further seek leave to join First Penn and Lincoln New York as defendants to put all Settlement Class Members on identical footing in having their issuing insurance company as a defendant in the case. Plaintiffs also seek leave to include factual allegations relevant to these additional parties.

Plaintiffs have inquired of Defendants and Defendants do not oppose this motion. *See D. Conn. L. Civ. R. 7(f)*. Plaintiffs submit herewith a redlined version of their proposed Fourth Amended Class Action Complaint showing the changes proposed against the current Third Amended Class Action Complaint (Exhibit 1), and a clean version of the proposed Fourth Amended Class Action Complaint (Exhibit 2). *See D. Conn. L. Civ. R. 7(f)*.¹ The Court previously

¹ Exhibit A to Plaintiffs’ proposed complaint is the life insurance policies of Plaintiffs Glover and Warehime and proposed Plaintiffs Murphy and Reid. Plaintiffs attach Exhibit A to the public version of Exhibit 1, but to avoid repetitive filings, do not attach it again to the clean and under seal complaint filings.

ordered certain exhibits to Plaintiffs' Second Amended Complaint and references to those exhibits to be sealed (*see* Dkt. 150, 152, 197, and 210). For ease of reference, as Plaintiffs did when filing their Third Amended Class Action Complaint, rather than refile those exhibits (Exhibits B through K to the Second Amended Complaint), Plaintiffs again reference those Exhibits as previously filed by applicable docket entry at Dkt. 190-204 and again redact that information in the proposed Fourth Amended Class Action Complaint and submit it under seal consistent with those Orders. Accordingly, Plaintiffs submit both under seal and redacted versions of their clean and redlined proposed Fourth Amended Class Action Complaint.

Wherefore, for the reasons explained in the accompanying Memorandum, Plaintiffs respectfully request leave to file their Fourth Amended Class Action Complaint.

Dated: September 10, 2026

Respectfully submitted,

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/s/ Norman E. Siegel

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CERTIFICATE OF SERVICE

I hereby certify that on September 10, 2026, I filed the foregoing document via the Court's ECF system, which will cause a true and correct copy of the same to be served electronically on all ECF-registered counsel of record.

/s/ Norman E. Siegel
Attorney for Plaintiffs and the Settlement Class

EXHIBIT 1

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

PAULETTE T. GLOVER, ~~and~~ JOHN T.
WAREHIME, KATHLEEN A. MURPHY,
and JAMES E. REID, on behalf of themselves
and all others similarly situated,

Plaintiff~~s~~,

v.

CONNECTICUT GENERAL LIFE
INSURANCE COMPANY; ~~and~~ THE
LINCOLN NATIONAL LIFE INSURANCE
COMPANY, FIRST PENN-PACIFIC LIFE
INSURANCE COMPANY, and LINCOLN
LIFE & ANNUITY COMPANY OF NEW
YORK,

Defendants.

CIVIL ACTION NO. 3:16-cv-00827-MPS

~~March 7~~September 10, 20242026

~~THIRD~~FOURTH AMENDED CLASS ACTION COMPLAINT

Plaintiffs Paulette T. Glover, ~~and~~ John T. Warehime, Kathleen A. Murphy, and James E. Reid (“Plaintiffs”), individually and on behalf of all others similarly situated, for their ~~Third~~ Fourth Amended Class Action Complaint against Defendants Connecticut General Life Insurance Company (“Connecticut General”), ~~and~~ The Lincoln National Life Insurance Company (“Lincoln National”), First Penn-Pacific Life Insurance Company (“First Penn”), and Lincoln Life & Annuity Company of New York (“Lincoln New York”) (collectively “Defendants”), state and allege as follows:

1. This is a class action for breach of contract to recover amounts that Defendants charged Plaintiffs and the proposed class in excess of the amounts authorized by the express terms of their policies and by law. Plaintiffs’ breach of contract claims and those of the proposed class are exclusively supported by the explicit provisions of their life insurance policies, the

terms of which are materially the same for all policyholders and not subject to individual negotiation, and are not derived from any alleged conversations had, or documents reviewed, at the time of sale.

2. The terms of Plaintiffs' life insurance policies, and the policies owned by the proposed class, provide for a "cash value" consisting of monies held in trust by Defendants for Plaintiffs and the class, and Defendants are contractually bound to deduct from the cash value only those charges that are explicitly identified and authorized by the policies' terms.

3. Despite unambiguous policy language in a fully integrated agreement, however, Defendants breached the policies by deducting charges from the cash values of Plaintiffs and the proposed class in excess of the amounts specifically permitted by their policies, and Defendants' breaches are continuing in nature.

4. Over time, these overcharges drain a policy's cash value – in other words, money that should be accumulating and growing the cash value of the policy is impermissibly diverted to the insurer's coffers. Every unauthorized dollar taken from policy owners is one less dollar that can be used to: invest through the policy; pay future premiums; increase the death benefit; use as collateral for policy loans; or withdraw as cash. As a result, many policy owners are left with a "lose-lose" decision: continue to pay the overcharges to maintain their insurance or surrender the policy after having paid significant premiums for decades. And, many who do surrender find themselves no longer insurable due to their advanced age or changed medical condition.

5. Plaintiffs bring this case as a class action under Fed. R. Civ. P. 23, on behalf of themselves and as representatives of the following persons (the "Class"):

All persons who own or owned a life insurance policy, that was active on or after May 27, 2010, and was issued ~~or administered by either any~~ Defendant, or their

predecessors in interest, the terms of which provide or provided for: 1) a cost of insurance charge calculated using a rate that is determined based on expectations as to future mortality experience; 2) additional but separate policy charges, deductions, or expenses; 3) an investment, interest-bearing, or savings component; and 4) a death benefit.

PARTIES

~~6.~~ Plaintiff Glover is an individual who resides in Chicago, Illinois, and is a citizen of the State of Illinois. Plaintiff Warehime is an individual who resides in Potomac, Montana, and is a citizen of the State of Montana. Plaintiff Murphy is an individual who resides in Knoxville, Tennessee and is a citizen of the State of Tennessee. Plaintiff Reid is an individual who resides in Fort Mill, South Carolina and is a citizen of the State of South Carolina.

6.

7. Defendant Connecticut General is a life insurance company organized and existing under the laws of the State of Connecticut, and maintains its principal place of business in Hartford, Connecticut. Defendant Connecticut General sold some or all of its individual life insurance and annuity business to Defendant Lincoln National in 1998. Defendant Lincoln National administers the universal life insurance policies issued by Defendant Connecticut General meeting the Class definition, including receiving and applying Class members' premium payments to their cash values, determining expectations as to future mortality experience, calculating and deducting cost of insurance charges from Class members' cash values, and performing all communications with Class members.

8. Defendant Lincoln National is a life insurance company organized and existing under the laws of the State of Indiana and maintains its principal place of business in ~~Fort Wayne, Indiana~~ Radnor, Pennsylvania.

9. Defendant First Penn is a corporation organized and existing under the laws of the State of Indiana and maintains its principal place of business in Radnor, Pennsylvania. Defendant

First Penn is a sister company of Defendant Lincoln National. Defendant Lincoln National administers the universal life insurance policies issued by First Penn meeting the Class definition, including receiving and applying Class members' premium payments to their cash values, determining expectations as to future mortality experience, calculating and deducting cost of insurance charges from Class members' cash values, and performing all communications with Class members.

~~8.10.~~ Defendant Lincoln New York is a corporation organized and existing under the laws of the State of New York and maintains its principal place of business in Syracuse, New York. Defendant Lincoln New York is a wholly-owned subsidiary of Defendant Lincoln National. Defendant Lincoln National administers the universal life insurance policies issued by Defendant Lincoln New York meeting the Class definition, including receiving and applying Class members' premium payments to their cash values, determining expectations as to future mortality experience, calculating and deducting cost of insurance charges from Class members' cash values, and performing all communications with Class members.

JURISDICTION AND VENUE

9.11. Jurisdiction is proper in this court pursuant to 28 U.S.C. § 1332(d)(2) because this is a class action with diversity of citizenship between parties where more than \$5,000,000 is at issue, exclusive of interest and costs.

~~10.12.~~ Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because a substantial portion of the events giving rise to the claims alleged herein occurred in this district.

GENERAL ALLEGATIONS

13. Plaintiff Glover purchased from Defendant Connecticut General a “Flexible Premium Adjustable Life Insurance Policy,” policy number 7051036, dated September 28, 1997,

with an initial specified amount of \$100,000. Plaintiff Warehime purchased from Defendant Lincoln National an “Adjustable Life Policy,” policy number 815370, dated August 10, 1982, with an initial specified amount of \$50,000. Plaintiff Murphy purchased from First Penn a universal life insurance policy bearing the policy number 045244, dated June 1, 1984, with a specified amount of \$20,000. Plaintiff Reid purchased from Lincoln New York a “Variable Universal Life I” policy bearing the policy number 4810907, dated February 1, 2000, with an initial specified amount of \$750,000. A true and accurate copy of the “Glover Policy,” ~~and~~ “Warehime Policy,” “Murphy Policy,” and “Reid Policy,” are attached hereto as Exhibit A and incorporated herein by reference (Plaintiffs’ policies are collectively referred to herein as the “Policies”).

~~11.~~—

~~12.~~14. Plaintiffs have always been both the “owner” of and the “insured” under the Policies.

~~13.~~15. Defendants are the effective and liable insurers of the Policies, and policies meeting the class definition (the “Class Policies”).

16. The Policies are legally enforceable contracts between Plaintiffs and Defendants. Defendant Lincoln National administers all of the Class Policies that it issued, as well as all of the Class Policies issued by Defendant Connecticut General, Defendant First Penn, and Defendant Lincoln New York. For the Class Policies that Defendant Lincoln National administers but did not issue, it assumed the contractual obligations for those Class Policies, either expressly or by implication, through: its uniform conduct in performing the Class Policies; its uniform policyholder facing conduct in acting as the face of the insurer; and the three materially similar administrative services agreements between Defendant Lincoln National on

the one hand, and Defendants Connecticut General, First Penn, or Lincoln New York, on the other hand, in which those companies delegated to Defendant Lincoln National and Defendant Lincoln National agreed to assume, the contractual duty to calculate and assess cost of insurance rates and charges in accordance with the Class Policies.

14.17. Despite delegating their contractual obligations to Defendant Lincoln National, Defendants Connecticut General, First Penn, and Lincoln New York retained their contractual duties to their policy owners and are also liable for Defendant Lincoln National's breaches of the Class Policies. Therefore, Defendant Lincoln National is liable for Defendant Lincoln National's alleged contractual breaches of the Class Policies issued by Defendant Lincoln National; Defendant Lincoln National and Defendant Connecticut General are liable for Defendant Lincoln National's alleged contractual breaches of the Class Policies issued by Defendant Connecticut General; Defendant Lincoln National and Defendant First Penn are liable for Defendant Lincoln National's alleged contractual breaches of the Class Policies issued by Defendant First Penn; and Defendant Lincoln National and Defendant Lincoln New York are liable for Defendant Lincoln National's alleged contractual breaches of the Class Policies issued by Defendant Lincoln New York. Alternatively, even if Defendant Lincoln National did not assume the contractual obligations of Defendant Connecticut General, Defendant First Penn, and/or Defendant Lincoln New York, each Defendant is liable for contractual breaches of policies it issued.

15.18. The Policies and the applications for the Policies constitute the entire contract between the parties. Glover Policy, p. 16; Warehime Policy, "General Provisions;:" Murphy Policy, "General Provisions;:" Reid Policy, "General Provisions."

16.——

~~17.~~—The terms of the Policies are materially the same and are not subject to individual negotiation. They cannot be altered by the representations of Defendants’ agents or representatives at the time of sale. See Glover Policy, Application, p. 4; Warehime Policy, Application; ~~;~~ Murphy Policy, “General Provisions;” Reid Policy, “Application.”

19.

~~18.~~20. Only an officer of Defendants can make or modify the Policies. See Glover Policy, p. 17 (“Only the President, Vice President, an Assistant Vice President, a Secretary, a Director or an Assistant Director of the Company may make or modify this policy.”); Warehime Policy, Application (“Only the President, a Vice President, the Secretary, or an Assistant Secretary of the Company may make a contract on its behalf. No waiver or modification of a contract provision or of any of the Company’s rights or requirements shall be binding upon the Company unless it is in writing signed by one of such officers.”); Murphy Policy, “General Provisions” (“No modification of this policy shall be binding on us unless in writing and made by our President, Vice President, Secretary or Assistant Secretary”); Reid Policy, “General Provisions” (“Only the President, a Vice President, a Secretary, a Director or an Assistant Director of the Company may execute or modify this policy.”). ~~Defendants administered and currently administer all aspects of the Policies and the Class Policies, including collecting premiums, and setting, assessing and deducting policy charges.~~

~~19.~~

~~20.~~21. The Policies and Class Policies provide policy owners an investment, savings, or interest-bearing component (identified in the Policies as the “cash value”¹), in addition to a death benefit.

~~21.~~22. In general, the cash value of the Policy and Class Policies is the sum of premiums received and interest credited under the policy, less fees, charges and monthly deductions. Glover Policy, p. 9; Warehime Policy, “Cash Value” provision; Murphy Policy, “Cash Value” provision; Reid Policy, “Accumulation Value” provision.

~~22.~~23. The funds held in the cash value of the Policies and Class Policies are policy owner property that Defendants hold in trust for Plaintiffs and the Class.

~~23.~~— The Policies and Class Policies expressly define the specific charges that Defendants may assess against and deduct from a policyholder’s premium payments and cash value. Defendants may deduct only those charges allowed by the Policies and Class Policies.

~~24.~~_____

~~25.~~_____ The Policies authorize Defendants to take a “Monthly Deduction” from Plaintiffs’ cash values each month. Glover Policy, p. 14; Warehime Policy, “Monthly Deduction” provision; Murphy Policy, “Monthly Deduction” provision; Reid Policy, “Monthly Deduction” provision.

~~26.~~_____ The Policies provide that the amount of the Monthly Deduction includes a cost of insurance charge. Glover Policy, p. 14; Warehime Policy, “Monthly Deduction” provision; Murphy Policy, “Monthly Deduction” provision; Reid Policy, “Monthly Deduction” provision.

¹ Although other Class Policies may refer to this component as the “accumulation value,” “account value,” or something similar, because the purpose is the same, it is referred to as the “cash value” for purposes of this ~~Third~~ Fourth Amended Class Action Complaint.

27. The Policies define the cost of insurance. Glover Policy, p. 9; Warehime Policy, “Cost of Insurance” provision; Murphy Policy, “Cost of Insurance” provision; Reid Policy, “Cost of Insurance” provision.

28. The Policies’ “Cost of Insurance” provisions expressly defines how the cost of insurance is determined and calculated: the cost of insurance for the insured is calculated as the result of multiplying the cost of insurance rate described in the Policies by the net amount at risk of the Policies (i.e., the difference between the death benefit divided by 1.0032737 and the cash value at the beginning of the policy month). Glover Policy, p. 15; Warehime Policy, “Cost of Insurance” provision; Murphy Policy, “Cost of Insurance” provision; Reid Policy, “Cost of Insurance” provision.

24.29. The Policies’ “Cost of Insurance Rates” provisions explicitly disclose how Defendants will determine the monthly cost of insurance rates, and what Defendants may consider and use when doing so, that are used to calculate the cost of insurance charges that are deducted from the cash value each month. Specifically, the Policies provide that monthly cost of insurance rates will be determined by Defendants based on expectations as to future mortality experience. Glover Policy, p. 15; Warehime Policy, “Cost of Insurance Rates” provision; Murphy Policy, “Cost of Insurance Rates” provision; Reid Policy, “Cost of Insurance Rates” provision.

25.30. Under the explicit terms of the Policies, therefore, Defendants are authorized to use only expectations as to future mortality experience when determining the monthly cost of insurance rates for the Policies.

26.31. Like the Policies, the Class Policies disclose similar deductions for cost of insurance charges—calculated using rates that Defendants must determine based on expectations

as to future mortality experience—that Defendants are authorized to take from policy owners’ cash values each month.

27.

28:33. Although the Policies and Class Policies require Defendants to determine monthly cost of insurance rates based on expectations as to future mortality experience, and despite Defendants' confirmation that monthly cost of insurance rates and charges should be tied to mortality, Defendants use other factors, not authorized by the Policies and Class Policies, when

² For ease of reference, rather than refile Exhibits B through K of the Second Amended Complaint, which Plaintiffs cite to again here, Plaintiffs reference those Exhibits as previously filed by applicable docket entry at Dkt. 190 – 204. Further, because the Court previously ordered certain of these Exhibits, and references thereto, be sealed (*see* Dkt. 150, 152, 197, and 210), Plaintiffs again redact certain citations herein and submit under seal consistent with those Orders.

determining monthly cost of insurance rates and charges, including, without limitation, profit objectives and recovery of non-mortality related expenses.

29:34. Although the Policies and Class Policies require Defendants to determine monthly cost of insurance rates based on expectations as to future mortality experience, and despite Defendants' confirmation that monthly cost of insurance rates and charges should be tied to mortality, mortality factors are not even the principal factors Defendants use or consider when determining monthly cost of insurance rates.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[illegible]

³ “COI” is a term commonly used in the insurance industry to refer to “cost of insurance.”

4. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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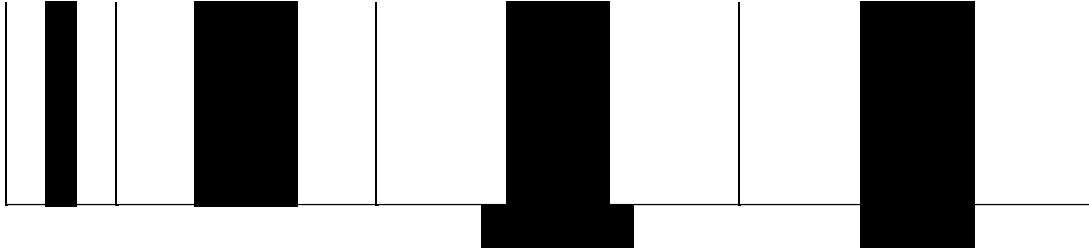
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



36.41. Mortality factors are not even the principal factors Defendants use or consider when determining monthly cost of insurance rates. The monthly cost of insurance rates for the Policies and Class Policies are not directly related or tethered to mortality. Defendants do not determine monthly cost of insurance rates based on expectations as to future mortality experience as required by the express terms of the Policies and Class Policies. As a result, the monthly cost of insurance rates significantly and substantially exceed those authorized, which results in the unlawful deduction of cost of insurance charges in amounts in excess of those expressly permitted.

37.42. The fact that Defendants do not determine monthly cost of insurance rates based on expectations as to future mortality experience is further shown through Defendants' failure to prospectively adjust monthly cost of insurance rates subsequent to initial pricing as expectations as to future mortality experience have changed and improved over time.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

43.48. Defendants have not adjusted monthly cost of insurance rates in accordance with improvements in expectations as to future mortality experience—the variable that monthly cost of insurance rates must be “based on” under the express policy terms—for the Policies and Class Policies.

44.49. Because Defendants have not changed monthly cost of insurance rates in accordance with changes in expectations as to future mortality experience, such that monthly cost of insurance rates do not reflect those changes, Defendants failed to determine monthly cost of insurance rates “based on” expectations as to future mortality experience as required by the express terms of the Policies and Class Policies. *See Yue v. Conseco Life Ins. Co.*, 282 F.R.D. 469, 481 (C.D. Cal. 2012) (“...the phrase ‘based on’ means that there must be a significant relationship between a number and any change in a variable that number is ‘based on,’

particularly when only one variable is mentioned. If the variable changes one way and the number does not reflect that change ... the number is no longer ‘based on’ that variable ...”).

45.50. By failing to determine monthly cost of insurance rates based on expectations as to future mortality experience, Defendants knowingly cause those rates to be higher than explicitly authorized by the Policies and Class Policies and, as a result, Defendants withdraw cost of insurance charges from the cash values of Plaintiff and the Class in amounts greater than those authorized by the Policies and Class Policies.

46.51. By deducting cost of insurance charges using cost of insurance rates not based on expectations as to future mortality experience, Defendants repeatedly and continuously breach the Policies and Class Policies.

47.52. As a direct and proximate result of Defendants’ breaches, Plaintiffs and the Class have been damaged and those damages are continuing in nature in that Defendants have deducted and will deduct cost of insurance charges from the cash values of Plaintiffs and the Class in amounts not authorized by the Policies or Class Policies.

48.53. The nature of Defendants’ conduct is such that Plaintiffs and each member of the Class would be unaware that Defendants were engaging in wrongdoing by taking inflated charges and improper amounts from cash values. Defendants possess the actuarial information and equations underlying the computation of rates and charges for the Policies and Class Policies. The monthly cost of insurance rates actually used to calculate the cost of insurance charges are not disclosed to policy owners, nor are the components or factors that comprise those rates, or the weighting of such factors. Even if they were, Plaintiffs and the Class would lack the knowledge, experience, and training to reasonably ascertain how Defendants calculated the rates and charges.

~~49.~~54. Defendants were aware of their non-disclosure because of their superior knowledge of the aforementioned computations. Defendants sent Plaintiffs annual statements each year that identified each month's cost of insurance charge while affirmatively concealing the factors Defendants used to calculate the cost of insurance charge and how those factors were considered. Concealment of their conduct and failure to disclose their conduct to Plaintiffs and the Class constitutes fraudulent concealment and therefore tolls the statute of limitations for Plaintiffs and the Class. Plaintiffs Glover and Warehime did not learn of Defendants' breaches of the Policies supporting Plaintiffs' claims until they engaged counsel, who consulted an actuarial expert. Plaintiffs Murphy and Reid did not learn of Defendants' breaches of the Policies supporting Plaintiffs' claims until they received the notice of the settlement in this matter. Plaintiffs were not at fault for failing to discover the breaches and had no actual or presumptive knowledge of the breaches.

~~50.~~55. Plaintiffs did not learn that Defendants were breaching the Policies because the facts showing the breaches were not reasonably discoverable by Plaintiffs nor was the harm that was caused by Defendants' breaches.

CLASS ALLEGATIONS

~~51.~~56. Plaintiffs bring this case as a class action under Fed. R. Civ. P. 23 on behalf of themselves and as a representatives of the following Class:

All persons who own or owned a life insurance policy, that was active on or after May 27, 2010, and was issued ~~or administered by either any~~ Defendant, or their predecessors in interest, the terms of which provide or provided for: 1) a cost of insurance charge calculated using a rate that is determined based on expectations as to future mortality experience; 2) additional but separate policy charges, deductions, or expenses; 3) an investment, interest-bearing, or savings component; and 4) a death benefit.

Excluded from the Class are the Defendants; any entity in which the Defendants have a controlling interest; any corporate officers or directors of Defendants; the legal representatives,

heirs, successors, and assigns of the Defendants; anyone employed with Plaintiffs' law firms; and any Judge to whom this case is assigned, and his or her immediate family.

52:57. Plaintiffs' claims satisfy the numerosity, commonality, typicality, adequacy, and superiority requirements of a class action under Fed. R. Civ. P. 23, as set forth more fully herein.

53:58. The persons who fall within the Class number in the thousands, and thus the numerosity standard is satisfied. Because Class members are geographically dispersed across the country, joinder of all Class members in a single action is impracticable. Class members ~~may~~ have been informed of the pendency of this class action through direct mail.

54:59. There are questions of fact and law common to the Class that predominate over any questions affecting only individual members. The questions of law and fact common to the Class arising from Defendants' actions include, without limitation, the following:

- a. Whether Defendants are permitted by the Class Policies to use factors other than those disclosed in the Class Policies to determine the monthly cost of insurance rates used to calculate insurance policy deductions;
- b. Whether Defendants used factors not specified in the Class Policies when determining the monthly cost of insurance rates used to calculate cost of insurance charges or deductions;
- c. Whether Defendants added or included factors not specified in the Class Policies when determining the monthly cost of insurance rates used to calculate cost of insurance charges or deductions;
- d. Whether Defendants added or included factors unrelated to mortality expectations in setting and determining rates that the Class Policies provide are based on expectations as to future mortality experience and no other disclosed factors;
- e. Whether expectations as to future mortality experience is the principal factor Defendants use and consider when determining monthly cost of insurance rates for the Class Policies;
- f. Whether Defendants determine monthly cost of insurance rates for the Class Policies based on expectations as to future mortality experience;

- g. Whether Defendants charged amounts in excess of those specifically authorized by the Class Policies;
- h. Whether Defendants breached the terms of the Class Policies;
- i. Whether the Class sustained damages as a result of Defendants' breaches of contract;
- j. Whether the Class is entitled to damages, restitution, and/or other equitable relief as a remedy for Defendants' breaches of contract;
- k. Whether the Class, or some subset of the Class, is entitled to injunctive relief enjoining Defendants from taking deductions from cash values in excess of those permitted by the terms of the Class Policies in the future; and
- l. Whether the Class, or some subset of the Class, is entitled to declaratory relief stating the proper construction and/or interpretation of the Class Policies.

55.60. The questions set forth above predominate over any questions affecting only individual persons, and a class action is superior with respect to considerations of consistency, economy, efficiency, fairness, and equity to other available methods for the fair and efficient adjudication of the claims asserted herein.

56.61. Plaintiffs' claims are typical of those of the Class in that Class members purchased policies containing the same or similar limitations on the amounts that Defendants could charge policyholders under the express terms of the Policies and Class Policies.

57.62. A class action is the appropriate method for the fair and efficient adjudication of this controversy. Defendants have acted or refused to act on grounds generally applicable to the Class. The presentation of separate actions by individual Class members would create a risk of inconsistent and varying adjudications, establish incompatible standards of conduct for Defendants, and/or substantially impair or impede the ability of Class members to protect their interests.

58.63. Plaintiffs are adequate representatives of the Class because they are members of the Class and their interests do not conflict with the interests of those they seek to represent. The

interests of the Class members will be fairly and adequately protected by Plaintiffs and their counsel, who have extensive experience prosecuting complex class litigation.

~~59.64.~~ Maintenance of this action as a class action is a fair and efficient method for adjudicating this controversy. It would be impracticable and undesirable for each member of the Class who suffered harm to bring a separate action. In addition, the maintenance of separate actions would place a substantial and unnecessary burden on the courts and could result in inconsistent adjudications, while a single class action can determine, with judicial economy, the rights of all Class members.

COUNT I: BREACH OF CONTRACT
(Cost of Insurance Charge)

~~60.65.~~ Plaintiffs incorporate and restate by reference all of the preceding allegations as though fully set forth herein.

~~61.66.~~ Plaintiffs and the Class purchased life insurance policies—the Policies and Class Policies—from Defendants.

~~62.67.~~ The Policies and Class Policies are valid and enforceable contracts between Plaintiffs and the Class on the one hand, and Defendant Lincoln National and the respective issuing company Defendants on the other.

~~63.68.~~ Plaintiffs and the Class substantially performed their obligations under the terms of the Policies and Class Policies.

~~64.69.~~ By including unauthorized factors in monthly cost of insurance rates, Defendants knowingly cause those rates to be higher than what is explicitly authorized by the Policies and Class Policies.

~~65.70.~~ By using unauthorized factors, including, without limitation, profit objectives and expense recovery, as the principal factors when determining monthly cost of insurance rates,

Defendants knowingly cause those rates to be higher than what is explicitly authorized by the Policy and Class Policies.

~~66.71.~~ Because Defendants calculate cost of insurance charges using monthly cost of insurance rates that are higher than those authorized by the Policies and Class Policies, Defendants have deducted and will deduct cost of insurance charges from the cash values of Plaintiffs and the Class in amounts greater than those authorized by their policies.

~~67.72.~~ Defendants' practice of deducting charges in amounts not authorized by the Policies and Class Policies constitutes breaches of the policies.

~~68.73.~~ As a direct and proximate result of Defendants' breaches, Plaintiffs and the Class have been damaged, and these damages are continuing in nature.

COUNT II: BREACH OF CONTRACT
(Improving Mortality Expectations)

~~69.74.~~ Plaintiffs incorporate and restate by reference all of the preceding allegations as though fully set forth herein.

~~70.75.~~ The Policies and Class Policies require Defendants to determine monthly cost of insurance rates based on expectations as to future mortality experience.

~~71.76.~~ Although expectations as to future mortality experience have generally improved because people are living longer today than when the Policies and Class Policies were initially priced, Defendants have failed to lower monthly cost of insurance rates for the Policies and Class Policies.

~~72.77.~~ Defendants' failure to lower these rates even though expectations of future mortality experience improved constitutes a breach of the Policies and Class Policies.

~~73.78.~~ As a direct and proximate result of Defendants' breaches, Plaintiffs and the Class have been damaged and those damages are continuing in nature.

COUNT III: DECLARATORY AND INJUNCTIVE RELIEF

~~74.~~79. Plaintiffs incorporate and restate by reference all of the preceding allegations as though fully set forth herein.

~~75.~~80. An actual controversy has arisen and now exists between Plaintiffs and the Class, on the one hand, and Defendants, on the other, concerning the respective rights and duties of the parties under the Policies and Class Policies.

~~76.~~81. Plaintiffs contend that Defendants breach the Policies and Class Policies in the following respects:

- a. By failing to determine the monthly cost of insurance rates under the Policies and Class Policies based on expectations as to future mortality experience, Defendants impermissibly increased monthly cost of insurance rates for the Policies and Class Policies and, as a result, withdrew cost of insurance charges from the cash values of Plaintiffs and the Class in amounts greater than those authorized by the Policies and Class Policies; and,
- b. By failing to reduce monthly cost of insurance rates even though expectations as to future mortality experience have improved.

~~77.~~82. Plaintiffs therefore seek a declaration of the parties' respective rights and duties under the Policies and Class Policies and request the Court to declare the aforementioned conduct of Defendants as unlawful and in material breach of the Policies and Class Policies so that future controversies may be avoided.

~~78.~~83. Pursuant to a declaration of the parties' respective rights and duties under the Policies and Class Policies, Plaintiffs further seek an injunction temporarily, preliminarily, and permanently enjoining Defendants from continuing to collect unlawfully inflated charges in violation of the Policies and Class Policies.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of all others similarly situated, request relief as follows: an order certifying this case as a class action under Fed. R. Civ. P. 23;

compensatory damages in an amount to be proven at trial; costs; pre- and post-judgment interest at the maximum rate allowed by law; a declaration that Defendants' ongoing conduct asserted herein is in material breach of the Policies and Class Policies; injunctive relief; and such other legal and equitable relief as the Court deems proper.

DEMAND FOR JURY TRIAL

Plaintiffs hereby request a trial by jury of all issues so triable.

Dated: September 10, 2026

Respectfully submitted,

STUEVE SIEGEL HANSON LLP

/s/ Norman E. Siegel

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ATTORNEYS FOR PLAINTIFFS

EXHIBIT A

YOUR CONTRACT

*Quality Coverage From
Connecticut General*



**CIGNA Individual
Insurance**

Insured PAULETTE T GLOVER

7051036 Policy Number

Initial Specified Amount \$100,000

SEPTEMBER 28, 1997 Date of Issue

Connecticut General Life Insurance Company

A Stock Company

Mailing Address: Hartford, Connecticut 06152

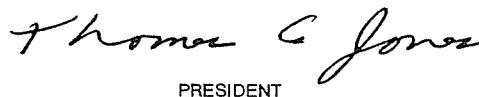
Home Office Location: 900 Cottage Grove Road
Bloomfield, CT

The Company agrees to pay the death benefit to the Beneficiary upon receipt of due proof of the Insured's death during the continuance of the policy. Such payment shall be made as provided under the "Payment of Proceeds" provision. The Company further agrees to pay the surrender value to the Owner upon surrender of the policy.

Right to Examine Policy. The policy may be returned to the insurance agent through whom it was purchased or to the Company within 10 days after its receipt (20 days after its receipt where required by law for policies issued in replacement of other insurance). If the policy is so returned, it will be deemed void from the Date of Issue, and the Company will refund the premium paid.

The policy is issued and accepted subject to the terms set forth on the following pages, which are made a part of the policy. In consideration of the application and the payment of premiums as provided, this policy is executed by Connecticut General Life Insurance Company as of its Date of Issue.


Registrar


PRESIDENT

Flexible Premium Adjustable Life Insurance Policy - Non-Participating

Death benefit payable in the event of death of the Insured. Adjustable death benefit.

Surrender Value payable upon surrender of the policy.

Flexible Premiums payable to the Insured's Age 100 or death of the Insured, whichever is earlier.
Premium Payment Periods and Supplementary Coverages as shown in the Policy Specifications.

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Followed by Optional Methods of Settlement and Any Riders

Note: Pages 4 and 6 are computerized pages which are intentionally "blank."

Policy Specifications

Insured	PAULETTE T GLOVER	7051036	Policy Number
Initial Specified Amount	\$100,000	SEPTEMBER 28, 1997	Date of Issue
Minimum Specified Amount	\$100,000	49	Age at Issue
Monthly Anniversary Day	28	STANDARD	Premium Class

LN525 FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE

Benefit Amount: See Initial Specified Amount

Effective Date: Date of Issue

Monthly Insurance Cost: See Page 15

Years Deductible: 51

Death Benefit Option: Specified Amount Option 1

Minimum Initial Premiums: \$86.67 is the minimum amount due on or before each Monthly Anniversary Day during the first 5 Policy Years. All or a portion of the remaining minimum monthly premiums can be paid in advance at any time. (For example, 12 times this amount could be paid at the beginning of a Policy Year to satisfy the requirements for that Policy Year.)

Payment Mode: QUARTERLY

Such payment(s) will prevent the policy from lapsing during the first 5 Policy Years and will guarantee a minimum death benefit equal to the Initial Specified Amount during that period, assuming there have been no loans or surrenders. (See "Minimum Premiums" provision.)

Note: This policy may terminate prior to age 100 if actual premiums paid together with interest credited are insufficient to continue coverage to that date.

Policy Specifications

Insured	PAULETTE T GLOVER	7051036	Policy Number
Initial Specified Amount	\$100,000	SEPTEMBER 28, 1997	Date of Issue
Minimum Specified Amount	\$100,000	49	Age at Issue
Monthly Anniversary Day	28	STANDARD	Premium Class

OWNER: THE INSURED

BENEFICIARY:



TABLE OF SURRENDER CHARGES

The charge assessed upon surrender of the policy will be the lesser of the Surrender Charge shown or the then current net cash value under the policy. No surrender charge is applied and therefore this table remains unaffected by either a partial surrender or a decrease in Specified Amount. An additional surrender charge table will apply to each increase in Specified Amount permitted by the Company.

POLICY YEAR	SURRENDER CHARGE AS OF BEGINNING OF POLICY YEAR
1	\$2,913
2	2,815
3	2,714
4	2,609
5	2,501
6	2,388
7	2,272
8	2,152
9	2,025
10	1,895
11	1,759
12	1,293
13	881
14	524
15	230
16 AND THEREAFTER	0

Table of Guaranteed Maximum Insurance Rates Per \$1,000 for the Person Insured

SPECIAL NOTE: The monthly cost of insurance rates are based on the sex, attained age (nearest birthday) and Premium Class of the person insured as described under the "Cost of Insurance Rates" provision. In determining the Guaranteed Maximum Life Insurance Rates, the Company will add the amount of the Flat Extra Monthly Insurance Cost, if any, shown in the Policy Specifications. If the person insured is in a rated premium class, the Guaranteed Maximum Life Insurance Rates will be those in the table multiplied by the Risk Factor, if any, shown in the Policy Specifications. The rates below are based on the 1980 CSO Tables (Male or Female as appropriate).

Attained Age (nearest birthday)	Male Monthly Rate	Female Monthly Rate	Attained Age (nearest birthday)	Male Monthly Rate	Female Monthly Rate	Attained Age (nearest birthday)	Male Monthly Rate	Female Monthly Rate
0	0.34845	0.24089	35	0.17586	0.13752	70	3.30338	1.84590
1	0.08917	0.07251	36	0.18670	0.14669	71	3.62140	2.02325
2	0.08251	0.06750	37	0.20004	0.15752	72	3.98666	2.24419
3	0.08167	0.06584	38	0.21505	0.17003	73	4.40599	2.51548
4	0.07917	0.06417	39	0.23255	0.18503	74	4.87280	2.83552
5	0.07501	0.06334	40	0.25173	0.20171	75	5.37793	3.19685
6	0.07167	0.06084	41	0.27424	0.22005	76	5.91225	3.59370
7	0.06667	0.06000	42	0.29675	0.23922	77	6.46824	4.01942
8	0.06334	0.05834	43	0.32260	0.25757	78	7.04089	4.47410
9	0.06167	0.05750	44	0.34929	0.27674	79	7.64551	4.97042
10	0.06084	0.05667	45	0.37931	0.29675	80	8.30507	5.52957
11	0.06417	0.05750	46	0.41017	0.31677	81	9.03761	6.17118
12	0.07084	0.06000	47	0.44353	0.33761	82	9.86724	6.91414
13	0.08251	0.06250	48	0.47856	0.36096	83	10.80381	7.77075
14	0.09584	0.06667	49	0.51777	0.38598	84	11.82571	8.72632
15	0.11085	0.07084	50	0.55948	0.41350	85	12.91039	9.76952
16	0.12585	0.07501	51	0.60870	0.44270	86	14.03509	10.89151
17	0.13919	0.07917	52	0.66377	0.47523	87	15.18978	12.08770
18	0.14836	0.08167	53	0.72636	0.51276	88	16.36948	13.35774
19	0.15502	0.08501	54	0.79730	0.55114	89	17.57781	14.70820
20	0.15836	0.08751	55	0.87326	0.59118	90	18.82881	16.15259
21	0.15919	0.08917	56	0.95591	0.63123	91	20.14619	17.71416
22	0.15752	0.09084	57	1.04192	0.66961	92	21.57655	19.43814
23	0.15502	0.09251	58	1.13378	0.70633	93	23.20196	21.40786
24	0.15169	0.09501	59	1.23235	0.74556	94	25.28174	23.83051
25	0.14752	0.09668	60	1.34180	0.78979	95	28.27411	27.16158
26	0.14419	0.09918	61	1.46381	0.84488	96	33.10677	32.32378
27	0.14252	0.10168	62	1.60173	0.91417	97	41.68475	41.21204
28	0.14169	0.10501	63	1.75809	1.00267	98	58.01259	57.81394
29	0.14252	0.10835	64	1.93206	1.10539	99	83.33333	83.33333
30	0.14419	0.11251	65	2.12283	1.21731			
31	0.14836	0.11668	66	2.32623	1.33511			
32	0.15252	0.12085	67	2.54312	1.45461			
33	0.15919	0.12502	68	2.77350	1.57247			
34	0.16669	0.13168	69	3.02328	1.69955			

Table of Expense Charges

The following expenses are charged under this policy:

- An initial policy fee of \$150.
- A charge not to exceed 5% of each premium received.
- A fee of \$25.00 for each partial surrender.
- An expense charge of \$10 per month beginning on the Date of Issue.
- A charge per \$1,000 of Initial Specified Amount deducted on the Date of Issue, and a charge per \$1,000 of the increase, if any, in Specified Amount deducted on the effective date of the increase, from the table below:

Insured's Age (Nearest Birthday)	Expense Charge per \$1,000	Insured's Age (Nearest Birthday)	Expense Charge per \$1,000	Insured's Age (Nearest Birthday)	Expense Charge per \$1,000
0-3	0.70	43	2.80	74	6.80
4-8	0.80	44	2.90	75	7.00
9-13	0.90	45-55	3.00	76	7.50
14-25	1.00	56	3.20	77	8.00
26	1.10	57	3.40	78	8.50
27	1.20	58	3.60	79	9.00
28	1.30	59	3.80	80	9.50
29	1.40	60	4.00	81-99	10.00
30	1.50	61	4.20		
31	1.60	62	4.40		
32	1.70	63	4.60		
33	1.80	64	4.80		
34	1.90	65	5.00		
35	2.00	66	5.20		
36	2.10	67	5.40		
37	2.20	68	5.60		
38	2.30	69	5.80		
39	2.40	70	6.00		
40	2.50	71	6.20		
41	2.60	72	6.40		
42	2.70	73	6.60		

Definitions

Cash Value. The sum of premiums received and interest credited under the policy, less partial surrenders, fees, charges and monthly deductions. (Refer to "Cash Value" provision under the "Nonforfeiture Provisions" section.)

Cost of Insurance. The amount charged by the Company to provide for the death benefit coverage under the policy. This amount is calculated as specified in the "Cost of Insurance" provision. The cost of insurance is part of the monthly deduction for the policy.

Date of Issue. The date on which the policy becomes effective. The Date of Issue is shown in the Policy Specifications.

Death Benefit. The amount payable upon death of the Insured is based upon the death benefit option selected under the policy. The two death benefit options are: Specified Amount Option 1 which provides a level amount and Specified Amount Option 2 which provides an increasing amount. Each option is described under the "Death Benefit" provision and is payable as described under the "Payment of Proceeds" provision.

Due Proof of Death. An original certified copy of an official death certificate, an original certified copy of a decree of a court of competent jurisdiction as to the finding of death, or any other proof of death satisfactory to the Company.

Home Office. Connecticut General Life Insurance Company, the mailing address of which for this policy is Connecticut General Life Insurance Company, Hartford, Connecticut, 06152.

In Writing. In a written form satisfactory to the Company and received by the Company at its Home Office.

Indebtedness. The total amount of outstanding loans, if any, and loan interest due under the policy.

Monthly Deduction. The amount deducted from the cash value on each Monthly Anniversary Day for certain expenses and the cost of insurance. This amount is determined as specified under the "Monthly Deduction" provision.

Monthly Anniversary Day. The day of the month, as shown in the Policy Specifications, when monthly deductions are made and interest is credited. If that day is not a business day, then such charges will be deducted on the immediately preceding business day.

Net Cash Value. An amount equal to the cash value less the amount of any indebtedness.

Policy Anniversaries and Policy Years. Twelve-month periods measured from the Date of Issue.

Surrender Value. An amount equal to the net cash value less the amount of the applicable surrender charge, if any, from the "Table of Surrender Charges."

Premium and Reinstatement Provisions

Payment of Premiums. All premiums are payable at the Home Office or to an authorized agent of the Company. The first premium is due on the Date of Issue and is payable in advance. Subsequent premium payments may be made at any time before the Insured's Age 100. Receipts signed by the President or Secretary and duly countersigned will be furnished upon request.

Monthly Anniversary Days, policy months, policy years and policy anniversaries are computed from the Date of Issue.

Minimum Premiums. The Minimum Initial Premium as shown in the Policy Specifications for the Initial Specified Amount as of the Date of Issue is the amount required to prevent the policy from lapsing within the first 5 policy years, assuming there are no loans or partial surrenders. Thereafter, the minimum premium amount is the amount required to maintain a positive net cash value as set forth under the "Grace Period" provision.

Planned Annual Premiums. The Company will send premium reminder notices for the amounts and frequency of payments established by the Owner. The Company reserves the right to stop sending such notices if no premium payment is made within 2 policy years. Changes in the amounts or frequency of such payments will be subject to consent of the Company.

Unscheduled Premiums. In addition to planned annual premiums, unscheduled premium payments of at least \$100.00 each may be made before the Insured's Age 100. The Company reserves the right to limit the amount or number of any such unscheduled premium payments.

Grace Period. During the first 5 policy years, the policy will lapse if premium payments do not equal or exceed the Minimum Initial Premium as shown in the Policy Specifications, and thereafter the policy will lapse if the net cash value on any Monthly Anniversary Day is less than the required monthly deduction. In such event, a grace period of 61 days will be granted to pay a premium sufficient to cover the required monthly deduction.

At least 31 days before the end of the grace period the Company will send a notice that there is insufficient net cash value under the policy. The notice will show the amount of premium required to cover the monthly deduction to prevent the policy from lapsing and will be mailed to the last known addresses of the Owner and the assignee of record with the Company, if any. If such premium, as billed by the Company, is not paid within the grace period, all coverage under the policy will terminate without value at the end of the grace period. If the Insured dies during the grace period, the Company will deduct any overdue monthly deductions from the death benefit proceeds.

Reinstatement. After the policy has lapsed due to the expiration of a grace period, it may be reinstated at any time provided: (a) it has not been surrendered for cash, (b) a written application for reinstatement is submitted to the Company, (c) evidence of insurability satisfactory to the Company is furnished, (d) enough premium is paid to keep the policy in force for at least 2 months, and (e) any indebtedness against the policy increased by any loan interest is paid or reinstated.

The effective date of the reinstated policy will be the Monthly Anniversary Day that coincides with or next follows the date the application for reinstatement is approved by the Company. The charges shown in the "Table of Surrender Charges" under this policy will be reinstated as of the policy year in which the policy lapsed.

Ownership, Assignment and Beneficiary Provisions

Owner. The Owner on the Date of Issue will be the person designated in the Policy Specifications. If no Owner is designated, the Insured will be the Owner.

Ownership, Assignment and Beneficiary Provisions

Rights of Owner. While the Insured is alive, the Owner may exercise all rights and privileges under the policy including the right to: (a) release or surrender the policy to the Company, (b) agree with the Company to any change in or amendment to the policy, (c) transfer all rights and privileges to another person, (d) change the Beneficiary, and (e) assign the policy.

All rights and privileges of Owner may be exercised without the consent of any designated transferee, or any Beneficiary if the Owner has reserved the right to change the Beneficiary. All such rights and privileges, however, may be exercised only with the consent of any assignee recorded with the Company.

Unless provided otherwise, if the Owner is a person other than the Insured and dies before the Insured, all the rights and privileges of Owner will vest in the Owner's executors, administrators or assigns.

Transfer of Owner. The Owner may transfer all rights and privileges of Owner. On the effective date of transfer, the transferee will become the Owner and will have all the rights and privileges of Owner. The Owner may revoke any transfer prior to its effective date.

Unless provided otherwise, a transfer will not affect the interest of any Beneficiary designated prior to the effective date of the transfer.

A transfer of Owner, or a revocation of transfer, must be in writing on a form satisfactory to the Company and filed at the Home Office. A transfer, or a revocation, will not take effect until recorded in writing by the Company. When a transfer or revocation has been so recorded, it will take effect as of the effective date specified by the Owner. Any payment made or any action taken or allowed by the Company before the transfer, or the revocation, is recorded will be without prejudice to the Company.

Assignment. The Company will not be affected by any assignment of the policy until the original assignment or a certified copy of the assignment is filed at the Home Office.

The Company does not assume responsibility for the validity or sufficiency of any assignment. An assignment of the policy will operate so long as the assignment remains in force.

To the extent provided under the terms of the assignment, an assignment will transfer the interest of any designated transferee or of any Beneficiary if the Owner has reserved the right to change the Beneficiary.

Beneficiary. The Beneficiary on the Date of Issue will be the person designated in the Policy Specifications.

Unless provided otherwise, the interest of any Beneficiary who dies before the Insured will vest in the Owner or the Owner's executors, administrators or assigns.

Change of Beneficiary. A new Beneficiary may be designated from time to time. A request for change of Beneficiary must be in writing on a form satisfactory to the Company and filed at the Home Office. The request must be signed by the Owner. The request must also be signed by the Beneficiary if the right to change the Beneficiary has not been reserved to the Owner.

A change of Beneficiary will not take effect until recorded in writing by the Company. When a change of Beneficiary has been so recorded, whether or not the Insured is then alive, it will take effect as of the date the request was signed. Any payment made or any action taken or allowed by the Company before the change of Beneficiary is recorded will be without prejudice to the Company.

Unless provided otherwise, the right to change any Beneficiary is reserved to the Owner.

Insurance Coverage Provisions

Effective Date of Coverage. The effective date of this policy will be the Date of Issue provided the initial premium has been paid while the Insured is alive and prior to any change in health from that shown in the original application. This provision will not, however, affect the terms of any Temporary Insurance Agreement.

For any increase or addition to coverage, the effective date will be the Monthly Anniversary Day that coincides with or next follows the date the supplemental application is approved by the Company provided (a) sufficient net cash value exists under the policy to cover the cost for the increase or (b) sufficient premium for the increase or addition has been paid.

Termination of Coverage. All coverage under this policy will automatically terminate upon whichever of the following occurs first:

1. The Owner surrenders the policy.
2. The Insured dies.
3. The grace period ends.

Any monthly deduction made after termination of coverage will not, by itself, be considered a reinstatement of the policy nor a waiver by the Company of the termination. Any such deduction will be refunded.

Death Benefit. If the Insured dies while the policy is in force, the Company will pay a death benefit based upon the Specified Amount Option in effect on the date of death, less (a) any indebtedness against the policy and (b) the amount of any partial surrenders. The Specified Amount Options available under this policy are as follows:

SPECIFIED AMOUNT OPTION 1 The Insured's Specified Amount includes the cash value. The Insured's death benefit (before deduction of any indebtedness against the policy and the amount of any partial surrenders) will equal the greater of:

- (a) the Specified Amount on the date of death, or
- (b) the amount determined by the Company equal to that required by the Internal Revenue Code to maintain this contract as a life insurance policy. Any amount so determined will be set forth in the annual report which the Company will send to the Owner.

SPECIFIED AMOUNT OPTION 2 The Insured's Specified Amount is in addition to the cash value. The Insured's death benefit (before deduction of any indebtedness against the policy and the amount of any partial surrenders) will equal the greater of:

- (a) the Specified Amount on the date of death plus the cash value on the date of death, or
- (b) the amount determined by the Company equal to that required by the Internal Revenue Code to maintain this contract as a life insurance policy. Any amount so determined will be set forth in the annual report which the Company will send to the Owner.

Unless the application for the policy indicates otherwise, or a change in the death benefit option is effected as provided below, the Company will consider Specified Amount Option 1 to be the option in effect.

Insurance Coverage Provisions (Continued)

Changes in Amount of Death Benefit. Unless provided otherwise, a change in death benefit may be effected under this policy, subject to (a) the consent of the Company and (b) the following conditions:

1. All such changes must be requested in writing on a form satisfactory to the Company and filed at the Home Office.
2. If a decrease in the Insured's Specified Amount is requested, the decrease will become effective on the Monthly Anniversary Day that coincides with or next follows receipt of the request provided any requirements as determined by the Company are met.

In such event, the Company will reduce the existing Specified Amount against the most recent increase first, then against the next most recent increases successively, and finally, against insurance provided under the original application; however, the Company reserves the right to limit the amount of any decrease so that the Specified Amount will not be less than the Minimum Specified Amount shown in the Policy Specifications.

3. If an increase in the Insured's Specified Amount is requested:
 - (a) a supplemental application must be submitted and evidence of insurability satisfactory to the Company must be furnished; and
 - (b) any other requirements as determined by the Company must be met.

If the Company approves the request, the increase will become effective upon (i) the Monthly Anniversary Day that coincides with or next follows the date the request is approved by the Company and (ii) the deduction from the cash value of the first month's cost for the increase, using the Insured's then attained age (nearest birthday) as the issue age for such coverage.

4. If a request is made to change the death benefit from Specified Amount Option 1 to Specified Amount Option 2:
 - (a) the Specified Amount will be reduced to equal the death benefit, less the cash value, as of the effective date of change; and
 - (b) the effective date will be the Monthly Anniversary Day that coincides with or next follows the date of receipt of the request for change.
5. If a request is made to change the death benefit from Specified Amount Option 2 to Specified Amount Option 1:
 - (a) the Specified Amount will be increased to equal the death benefit as of the effective date of change; and
 - (b) the effective date will be the Monthly Anniversary Day that coincides with or next follows the date of receipt of the request for change.

Projection of Benefits and Values. The Company will provide a projection of illustrative future death benefits and cash values at any time upon written request and payment of a reasonable service fee. The fee payable will be the one then in effect for this service. The illustration will be based on (a) assumptions as to Specified Amount(s), type of coverage option(s) and future planned annual premium payments, and (b) such other assumptions (e.g., mortality and interest) as are necessary and specified.

Nonforfeiture Provisions

Cash Value. On each Monthly Anniversary Day, the cash value will be calculated as (1), plus (2), plus (3), minus (4), minus (5), where:

- (1) is the cash value on the preceding Monthly Anniversary Day.
- (2) is all premiums received since the preceding Monthly Anniversary Day less the percentage of premium expense charge from the "Table of Expense Charges."
- (3) is interest on items (1) and (2).
- (4) is the monthly deduction for the month following the Monthly Anniversary Day.
- (5) is the charge per \$1,000 from the "Table of Expense Charges" for an increase in Specified Amount, if any, which becomes effective on the Monthly Anniversary Day.

If premium is received at any time other than the beginning of a policy month, the rate of interest used in the calculation of item (3) above will be determined pro rata from the date of receipt.

On any day other than a Monthly Anniversary Day, the cash value will be the cash value as of the preceding Monthly Anniversary Day, plus all premiums received since the preceding Monthly Anniversary Day less the percentage of premium expense charge from the "Table of Expense Charges." The cash value on the Date of Issue will be the initial premium received less (i) the initial policy fee from the "Table of Expense Charges," (ii) the monthly deduction for the first policy month, (iii) the percentage of premium expense charge from the "Table of Expense Charges," and (iv) the charge per \$1,000 of Initial Specified Amount from the "Table of Expense Charges."

Net Cash Value. The net cash value as of any date shall equal the cash value on that date as determined above less any indebtedness against the policy.

Monthly Deduction. The monthly deduction for a policy month will be calculated as Charge (1) plus Charge (2) where:

CHARGE (1) is the cost of insurance (as described in the "Cost of Insurance" provision) and the cost of any additional benefits provided by rider for the policy month.

CHARGE (2) is the monthly expense charge from the "Table of Expense Charges."

Interest Rates. The Company will credit interest to the cash value of the policy on each Monthly Anniversary Day.

The interest rate applied to the net cash value of the policy will be the greater of

- (a) .32737% per month, compounded monthly (4% compounded yearly), or
- (b) a rate determined by the Company from time to time. Such rate will be established on a prospective basis and may vary by issue year and duration.

The monthly interest rate applied to that portion of the cash value which secures any outstanding policy loan when expressed as an equivalent annual rate shall be equal to the policy loan rate (as described in the "Loan Interest" section) less a percentage no greater than 2%.

Nonforfeiture Provisions (Continued)

Persistency Bonus. In addition to the interest being credited under the policy on each Monthly Anniversary Day, the Company may grant a bonus from time to time. This amount will be determined on a prospective basis as of the annual anniversary date and be applied automatically to increase the then current cash value of the policy.

Cost of Insurance. The cost of insurance for the Insured is determined on a monthly basis. Such cost is calculated as (1), multiplied by the result of (2) minus (3), where:

- (1) is the cost of insurance rate as described in the "Cost of Insurance Rates" provision,
- (2) is the death benefit at the beginning of the policy month, divided by 1.0032737, and
- (3) is the cash value at the beginning of the policy month prior to the deduction for the monthly cost of insurance.

Cost of Insurance Rates. Monthly cost of insurance rates will be determined by the Company, based on its expectations as to future mortality experience. Any change in cost of insurance rates will apply to all individuals of the same class as the Insured. In determining the monthly cost of insurance, the Company will add the amount of the Flat Extra Monthly Insurance Cost, if any, shown in the Policy Specifications. If the person insured is in a rated premium class, the monthly cost of insurance rates for a standard (non-rated) risk will be multiplied by the Risk Factor, if any, shown in the Policy Specifications. Under no circumstances will the cost of insurance rates ever be greater than those specified in the "Table of Guaranteed Maximum Life Insurance Rates."

Insufficient Value. If the net cash value, on the day preceding a Monthly Anniversary Day is insufficient to cover the monthly deduction for the month following such Monthly Anniversary Day, the policy will terminate as provided in the "Grace Period" provision.

Basis of Computations. The minimum cash values under this policy are guaranteed to be no less than those calculated based on the applicable Commissioners 1980 Standard Ordinary Mortality Table (age nearest birthday) with interest at 4% per year, compounded yearly.

The cash values are at least equal to those required on the Date of Issue by the jurisdiction in which this policy is delivered. A detailed statement of the method of computing values has been filed with the insurance supervisory official of that jurisdiction.

Continuation of Insurance Upon Discontinuation of Premium Payments. If premium payments are discontinued, insurance coverage under this policy and any benefits provided by rider will be continued until the net cash value is insufficient to cover the monthly deduction, as provided in the "Grace Period" provision. This provision will not continue any rider attached to the policy beyond the date for its termination, as provided in the rider. Unless otherwise agreed to by the Owner and the Company, if the Insured is still living at age 100 and the policy has not lapsed or been surrendered, the Company will: a) continue to credit interest to the cash value as defined in the "Interest Rates" provision; b) no longer charge monthly deductions under the policy; and c) continue the policy in force and pay the death benefit upon receipt of due proof of death of the Insured.

Surrender and Surrender Value. This policy may be surrendered on any Monthly Anniversary Day during the lifetime of the Insured and during the continuance of the policy. The amount payable on surrender of this policy (i.e., the "surrender value") will be the net cash value on the date of surrender less a charge determined from the "Table of Surrender Charges." (The charges shown in the table are the charges imposed at the beginning of the policy year; charges imposed upon surrender during the policy year will be determined on a consistent basis allowing for the lapse of time within such year.)

Nonforfeiture Provisions (Continued)

The surrender value will be paid in cash or under an elected optional mode of settlement. The Company may defer the payment of the surrender value for the period permitted by law, but not for more than 6 months from the date of request for surrender.

If surrender is requested under this section within 30 days after a policy anniversary, the surrender value will not be less than the surrender value on that anniversary, less any policy loans or partial surrenders made on or after such anniversary.

Partial Surrender. A partial surrender of this policy may be elected on any Monthly Anniversary Day during the lifetime of the Insured and while the policy is in force by submitting written request to the Company. The amount of the partial surrender (a) must be at least \$500.00 but (b) may not exceed 90% of the then current surrender value.

When a partial surrender is made, the amount of the partial surrender and the applicable fee will be deducted from the cash value. Also, the death benefit payable will be reduced by the amount of the partial surrender. The Specified Amount remaining in force after any partial surrender will be subject to the limits and minimum amount described in the "Changes in Amount of Death Benefit" provision.

A fee as set forth in the "Table of Expense Charges" will be deducted from the cash value for each partial surrender. The Company reserves the right to limit the number of partial surrenders in a policy year. The Company also reserves the right to defer payment for the period permitted by law, but not for more than 6 months from the date of request for the partial surrender, unless such partial surrender amount is to be applied to the payment of premiums on policies with the Company.

Loan Provisions

Policy Loans. After a cash surrender value is available, the Company will grant a loan against the policy provided: (a) a proper loan agreement is executed and (b) a satisfactory assignment of the policy to the Company is made. The loan may be for an amount up to the full surrender value while surrender charges apply to the policy, however, total indebtedness against the policy may not exceed 90% of an amount equal to (a) the then current cash value less (b) the surrender charge.

The Company may defer a loan for 6 months from the date of the request for the loan. The Company will not, however, defer a loan to be used to pay premiums on policies with the Company.

Loan Interest. Interest on any policy loan will be at a rate equivalent to 8% per year payable in arrears. Loan interest is payable annually on each policy anniversary or as otherwise agreed in writing by the Owner and the Company. Interest not paid when due will then be added to the loan and bear interest at the same rate. Interest, as it accrues from day to day, will constitute an indebtedness.

Indebtedness. The term "indebtedness" means money which is owed on this policy because of a loan on this policy. Any indebtedness at time of settlement will reduce the proceeds. Indebtedness may be repaid in whole or in part at any time. If, however, a premium is not paid within the grace period, any outstanding indebtedness can be repaid only if the policy is reinstated.

If at any time the total indebtedness against the policy, including interest accrued but not due, equals or exceeds the then current cash value, less surrender charge, the policy will thereupon terminate without value subject to the conditions in the "Grace Period" provision.

General Provisions

The Policy. The policy and the application for the policy (including any supplemental applications for additional Specified Amounts) constitute the entire contract between the parties. All statements made in the

General Provisions (Continued)

application will, in the absence of fraud, be deemed representations and not warranties. No statement will be used in defense of a claim under the policy unless it is contained in the application, and a copy of the application is attached to the policy when issued.

Only the President, a Vice President, an Assistant Vice President, a Secretary, a Director or an Assistant Director of the Company may make or modify this policy.

The policy is executed at the Home Office of the Company, the Post Office address of which is Hartford, Connecticut.

Non-Participation. The policy is not entitled to share in surplus distribution.

Payment of Proceeds. Proceeds, as used in this policy, means the amount payable (a) upon the surrender of this policy, or (b) upon the death of the Insured.

The proceeds payable upon receipt of due proof of the Insured's death will be the Insured's death benefit less (a) any indebtedness against the policy and (b) the amount of any partial surrenders. If the policy is surrendered before the death of the Insured, the proceeds will be the surrender value described in the "Nonforfeiture Provisions" section. The proceeds are subject to the adjustments described in the following provisions:

1. Misstatement of Age or Sex;
2. Incontestability;
3. Suicide;
4. Partial Surrender;
5. Grace Period; and
6. Indebtedness.

When settlement is made, the Company may require return of the policy.

Misstatement of Age or Sex. If the age or sex of the Insured is misstated, the Company will adjust all benefits to the amounts that would have been purchased for the correct age and sex according to the basis specified in the "Table of Guaranteed Maximum Life Insurance Rates."

Suicide. If the Insured commits suicide, while sane or insane, within 2 years from the Date of Issue, the death benefit will be limited to a refund of premiums paid, less (a) any indebtedness against the policy and (b) the amount of any partial surrenders. If the Insured commits suicide, while sane or insane, within 2 years from the effective date of any increase in the Specified Amount, the death benefit payment with respect to such increase will be limited to a refund of the monthly charges for the cost of such insurance.

Incontestability. Except for nonpayment of monthly deductions, this policy will be incontestable after it has been in force during the Insured's lifetime for 2 years from its Date of Issue. This means that the Company will not use any misstatement in the application to challenge a claim or avoid liability after that time. Any increase in the Specified Amount effective after the Date of Issue will be incontestable only after such increase has been in force for 2 years during the Insured's lifetime.

General Provisions (Continued)

The basis for contesting an increase in Specified Amount will be limited to material misrepresentations made in the supplemental application for the increase. The basis for contesting after reinstatement will be (a) limited for a period of 2 years from the date of reinstatement and (b) limited to material misrepresentations made in the reinstatement application.

Annual Report. The Company will send a report to the Owner at least once a year without charge for such a report. The report will show (a) the current death benefit, (b) the current net cash value, (c) premiums paid and all deductions made since the last report, and (d) outstanding policy loans.

Change of Plan. This policy may be exchanged for another policy only if the Company consents to the exchange and all requirements for the exchange as determined by the Company are met.

Optional Methods of Settlement

This rider is made part of the policy to which it is attached as of the Date of Issue. Upon written request, the Company will agree to pay in accordance with any one of the options shown below all or part of the net proceeds that may be payable under the policy.

While the Insured is alive, the request, including the designation of the payee, may be made by the Owner. At the time a Death Benefit becomes payable under the policy, the request, including the designation of the payee, may then be made by the Beneficiary. Once Income Payments have begun, the policy cannot be surrendered and the payee cannot be changed, nor can the settlement option be changed.

Payment Dates. The first Income Payment under the settlement option selected will become payable on the date proceeds are settled under the option. Subsequent payments will be made on the first day of each month in accordance with the manner of payment selected.

Minimum Payment Amount. The settlement option elected must result in an Income Payment at least equal to the minimum payment amount in accordance with the Company's rules then in effect. If at any time payments are less than the minimum payment amount, the Company has the right to change the frequency to an interval that will provide the minimum payment amount. If any amount due is less than the minimum per year, the Company may make other arrangements that are equitable.

Income Payments. Income Payments will remain constant pursuant to the terms of the settlement option(s) selected. The amount of each Income Payment shall be determined in accordance with the terms of the settlement option and the table(s) set forth in this rider, as applicable. The mortality table used is the 1983 Individual Annuitant Mortality (IAM) Table "a" and 3% interest. In determining the settlement amount, the settlement age of the payee will be reduced by one year when the first installment is payable during the 1990's, reduced by two years when the first installment is payable during the decade 2000-2009, and so on.

First Option: Life Annuity. An annuity payable monthly to the payee during the lifetime of the payee, ceasing with the last payment due prior to the death of the payee.

Second Option: Life Annuity with Certain Period. An annuity providing monthly income to the payee for a fixed period of 60, 120, 180, or 240 months (as selected), and for as long thereafter as the payee shall live.

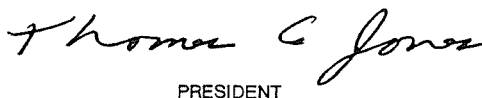
Third Option: Annuity Certain. An amount payable monthly for the number of years selected which may be from 5 to 30 years.

Fourth Option: As a Deposit at Interest. The Company will retain the proceeds while the payee is alive and will pay interest annually thereon at a rate of not less than 3% per year. Upon the payee's death, the amount on deposit will be paid.

Excess Interest. At the sole discretion of the Company, excess interest may be paid or credited from time to time in addition to the payments guaranteed under any Optional Method of Settlement.

Additional Options. Any proceeds payable under the policy may also be settled under any other method of settlement offered by the Company at the time of the request.

Connecticut General Life Insurance Company


PRESIDENT

Optional Methods of Settlement (Continued)

Life Annuity and Life Annuity with Certain Period Table for Each \$1,000 Applied - Male

Settlement age of payee nearest birthday		Number of instalments certain				Settlement age of payee nearest birthday		Number of instalments certain				Settlement age of payee nearest birthday		Number of instalments certain			
		60	120	180	240			60	120	180	240			60	120	180	240
Age	Life Annuity					Age	Life Annuity					Age	Life Annuity				
10	\$2.87	\$2.87	\$2.87	\$2.87	\$2.87	35	\$3.44	\$3.44	\$3.44	\$3.43	\$3.41	60	\$5.28	\$5.25	\$5.14	\$4.96	\$4.71
11	2.89	2.89	2.89	2.88	2.88	36	3.48	3.48	3.48	3.46	3.45	61	5.43	5.39	5.27	5.06	4.78
12	2.90	2.90	2.90	2.90	2.90	37	3.52	3.52	3.52	3.50	3.48	62	5.58	5.53	5.39	5.16	4.84
13	2.92	2.92	2.91	2.91	2.91	38	3.57	3.56	3.56	3.54	3.52	63	5.74	5.69	5.53	5.26	4.90
14	2.93	2.93	2.93	2.93	2.92	39	3.61	3.61	3.60	3.58	3.56	64	5.91	5.85	5.66	5.36	4.96
15	2.95	2.95	2.95	2.94	2.94	40	3.66	3.65	3.65	3.63	3.60	65	6.10	6.03	5.81	5.46	5.02
16	2.96	2.96	2.96	2.96	2.96	41	3.71	3.70	3.69	3.67	3.64	66	6.30	6.21	5.96	5.56	5.08
17	2.98	2.98	2.98	2.98	2.97	42	3.76	3.75	3.74	3.72	3.68	67	6.51	6.41	6.12	5.66	5.13
18	3.00	3.00	3.00	2.99	2.99	43	3.81	3.81	3.79	3.77	3.73	68	6.73	6.62	6.28	5.77	5.18
19	3.02	3.02	3.01	3.01	3.01	44	3.87	3.86	3.85	3.82	3.77	69	6.97	6.84	6.44	5.86	5.23
20	3.04	3.04	3.03	3.03	3.03	45	3.93	3.92	3.90	3.87	3.82	70	7.23	7.07	6.61	5.96	5.27
21	3.06	3.05	3.05	3.05	3.05	46	3.99	3.98	3.96	3.92	3.87	71	7.51	7.32	6.79	6.05	5.31
22	3.08	3.08	3.07	3.07	3.07	47	4.05	4.05	4.02	3.98	3.92	72	7.80	7.58	6.96	6.14	5.34
23	3.10	3.10	3.09	3.09	3.09	48	4.12	4.11	4.09	4.04	3.97	73	8.12	7.85	7.14	6.23	5.37
24	3.12	3.12	3.12	3.11	3.11	49	4.19	4.18	4.15	4.10	4.03	74	8.46	8.14	7.32	6.31	5.40
25	3.14	3.14	3.14	3.14	3.13	50	4.27	4.26	4.22	4.17	4.08	75	8.82	8.45	7.50	6.38	5.42
26	3.17	3.17	3.16	3.16	3.15	51	4.34	4.33	4.30	4.23	4.14	76	9.21	8.76	7.67	6.45	5.44
27	3.19	3.19	3.19	3.19	3.18	52	4.43	4.41	4.37	4.30	4.20	77	9.63	9.10	7.84	6.51	5.45
28	3.22	3.22	3.22	3.21	3.20	53	4.51	4.50	4.45	4.37	4.26	78	10.08	9.44	8.01	6.57	5.47
29	3.25	3.25	3.24	3.24	3.23	54	4.60	4.59	4.54	4.45	4.32	79	10.56	9.80	8.17	6.62	5.48
30	3.28	3.28	3.27	3.27	3.26	55	4.70	4.68	4.62	4.53	4.39	80	11.07	10.17	8.33	6.66	5.49
31	3.31	3.31	3.30	3.30	3.29	56	4.80	4.78	4.72	4.61	4.45	81	11.62	10.55	8.48	6.70	5.49
32	3.34	3.34	3.33	3.33	3.32	57	4.91	4.89	4.82	4.69	4.51	82	12.20	10.94	8.61	6.73	5.50
33	3.37	3.37	3.37	3.36	3.35	58	5.03	5.00	4.92	4.78	4.58	83	12.82	11.33	8.74	6.76	5.50
34	3.41	3.41	3.40	3.39	3.38	59	5.15	5.12	5.03	4.87	4.65	84	13.47	11.73	8.86	6.79	5.51
												85	14.17	12.12	8.97	6.81	5.51

Optional Methods of Settlement (Continued)

Life Annuity and Life Annuity with Certain Period Table for Each \$1,000 Applied - Female

Settlement age of payee nearest birthday		Number of instalments certain				Settlement age of payee nearest birthday		Number of instalments certain				Settlement age of payee nearest birthday		Number of instalments certain			
		60	120	180	240			60	120	180	240			60	120	180	240
Age	Life Annuity					Age	Life Annuity					Age	Life Annuity				
10	\$2.80	\$2.80	\$2.80	\$2.80	\$2.80	35	\$3.26	\$3.26	\$3.26	\$3.25	\$3.24	60	\$4.72	\$4.70	\$4.66	\$4.57	\$4.44
11	2.81	2.81	2.81	2.81	2.81	36	3.29	3.29	3.29	3.28	3.27	61	4.83	4.81	4.76	4.66	4.51
12	2.82	2.82	2.82	2.82	2.82	37	3.32	3.32	3.32	3.31	3.30	62	4.95	4.93	4.87	4.75	4.58
13	2.83	2.83	2.83	2.83	2.83	38	3.35	3.35	3.35	3.34	3.33	63	5.08	5.05	4.98	4.85	4.65
14	2.85	2.85	2.85	2.84	2.84	39	3.39	3.39	3.38	3.38	3.37	64	5.21	5.18	5.10	4.95	4.72
15	2.86	2.86	2.86	2.86	2.86	40	3.42	3.42	3.42	3.41	3.40	65	5.36	5.32	5.22	5.05	4.79
16	2.87	2.87	2.87	2.87	2.87	41	3.46	3.46	3.46	3.45	3.43	66	5.51	5.47	5.36	5.16	4.86
17	2.89	2.89	2.89	2.88	2.88	42	3.50	3.50	3.50	3.49	3.47	67	5.67	5.63	5.50	5.26	4.93
18	2.90	2.90	2.90	2.90	2.90	43	3.54	3.54	3.54	3.53	3.51	68	5.85	5.80	5.65	5.37	5.00
19	2.92	2.92	2.92	2.91	2.91	44	3.59	3.59	3.58	3.57	3.55	69	6.04	5.98	5.80	5.49	5.06
20	2.93	2.93	2.93	2.93	2.93	45	3.64	3.63	3.63	3.61	3.59	70	6.25	6.18	5.97	5.60	5.12
21	2.95	2.95	2.95	2.95	2.94	46	3.68	3.68	3.67	3.66	3.63	71	6.47	6.39	6.14	5.71	5.18
22	2.96	2.96	2.96	2.96	2.96	47	3.73	3.73	3.72	3.71	3.68	72	6.71	6.62	6.32	5.83	5.23
23	2.98	2.98	2.98	2.98	2.98	48	3.79	3.79	3.77	3.76	3.72	73	6.98	6.86	6.50	5.94	5.28
24	3.00	3.00	3.00	3.00	2.99	49	3.84	3.84	3.83	3.81	3.77	74	7.26	7.12	6.69	6.04	5.32
25	3.02	3.02	3.02	3.02	3.01	50	3.90	3.90	3.89	3.86	3.82	75	7.57	7.40	6.89	6.14	5.35
26	3.04	3.04	3.04	3.03	3.03	51	3.97	3.96	3.95	3.92	3.88	76	7.90	7.69	7.09	6.24	5.39
27	3.06	3.06	3.06	3.06	3.05	52	4.03	4.03	4.01	3.98	3.93	77	8.26	8.01	7.29	6.33	5.41
28	3.08	3.08	3.08	3.08	3.07	53	4.10	4.10	4.08	4.04	3.99	78	8.65	8.34	7.49	6.41	5.43
29	3.10	3.10	3.10	3.10	3.09	54	4.18	4.17	4.15	4.11	4.04	79	9.08	8.70	7.69	6.49	5.45
30	3.13	3.13	3.12	3.12	3.12	55	4.25	4.25	4.22	4.18	4.11	80	9.54	9.07	7.89	6.55	5.47
31	3.15	3.15	3.15	3.14	3.14	56	4.34	4.33	4.30	4.25	4.17	81	10.03	9.47	8.08	6.61	5.48
32	3.18	3.18	3.17	3.17	3.16	57	4.42	4.41	4.38	4.32	4.23	82	10.58	9.88	8.26	6.66	5.49
33	3.20	3.20	3.20	3.20	3.19	58	4.52	4.51	4.47	4.40	4.30	83	11.16	10.31	8.43	6.70	5.49
34	3.23	3.23	3.23	3.22	3.22	59	4.61	4.60	4.56	4.48	4.37	84	11.80	10.75	8.59	6.74	5.50
												85	12.48	11.20	8.74	6.77	5.50

Annuity Certain Table for Each \$1,000 Applied

Number of years during which instalments will be paid		Amount of each instalment		Number of years during which instalments will be paid		Amount of each instalment		Number of years during which instalments will be paid		Amount of each instalment	
		Annual	Monthly			Annual	Monthly			Annual	Monthly
5		211.99	17.91	13		91.29	7.71	20		65.26	5.51
6		179.22	15.14	14		85.95	7.26	25		55.76	4.71
7		155.83	13.16	15		81.33	6.87	30		49.53	4.18
8		138.31	11.68	16		77.29	6.53				
9		124.69	10.53	17		73.74	6.23				
10		113.82	9.61	18		70.59	5.96				
11		104.93	8.86	19		67.78	5.73				
12		97.54	8.24								

CONNECTICUT GENERAL LIFE INSURANCE COMPANY

HARTFORD, CONNECTICUT 06152

Policy or Annuity Number: 7051036

PAULETTE T GLOVER

0351

I hereby amend my application for the above numbered policy or annuity so that:

PART I, QUESTION 11, 1035 EXCHANGE AMOUNT SHALL BE \$5904.09.

Dated at _____ on _____
City and State

Witness _____ 1st Insured or Annuitant _____

Witness _____ 2nd Insured or Annuitant _____

Witness _____ Applicant/Owner _____
(If other than Insured or Annuitant)

B2758e

**RETURN ONE SIGNED COPY TO: CSF - S132 (Life Policies)
Annuity Unit - S351 (Annuity Policies)**

Life Insurance Application Part I

CIGNA Individual Insurance
Connecticut General Life Insurance Company
Hartford, Connecticut 06152



NO. 006385

POLICY INFORMATION

1. Proposed Insured's Name (First, M.I., Last, as it is to appear on policy) <u>PAULETTE T. GLOVER</u>			2. Proposed Insured's SS # [REDACTED]	3. Sex ☐ M ☒ F
4. Date of Birth [REDACTED]	5. Age nearest Birthday <u>49</u>	6. Place of Birth (State) <u>IL</u>		7. Insured's drivers license number and State of issue: [REDACTED]
8. Home Address (No., Street, City, State & Zip Code) <u>2030 W. 111TH ST. APT 501</u> <u>CHGO. IL. 60643</u>			9. Phone Numbers and most convenient time Proposed Insured can be reached (Home) [REDACTED] ☐ AM ☒ PM (Work) [REDACTED] ☒ AM ☐ PM	
10. WHOLE LIFE INSURANCE			Plan	
☐ OL Face Amount \$ _____ ☐ Target Amount \$ _____ TTR Escalator _____ % ☐ Term Purchase Option \$ _____ ☐ CPR/Target Premium \$ _____			☐ Lump Sum Premium \$ _____ ☐ Level Term Rider Face Amount \$ _____ ☐ Additional Term Rider _____ % Start Year _____ Stop Year _____ ☐	
Benefits (if available) ☐ Waiver of Premium ☐ Additional Indemnity (if less than face) \$ _____			☐ Optional Purchase of Additional Insurance \$ _____ ☐	
11. FLEXIBLE PREMIUM UNIVERSAL LIFE INSURANCE			Plan <u>UL-1</u>	
☒ Specified Amount ☐ Specified Amount Plus Cash Value/Accumulation Value ☐ Initial Specified Amount \$ _____			☒ Planned Annual Premium \$ <u>870.00</u> ☒ Lump Sum Deposit \$ <u>5268.00</u> ☐	
Benefits (if available) ☐ Waiver of Monthly Deduction ☐ Waiver of Specified Premium \$ _____ ☐ Guaranteed Insurability Rider \$ _____			☐ Additional Indemnity (if less than face) \$ _____ ☐	
12. OTHER INSURANCE			Plan	
☐ Face Amount \$ _____				
Benefits (if available) ☐ Waiver of Premium			☐ Additional Indemnity (if less than face) \$ _____	
13. Shall the Automatic Premium Loan provision (if available) be made effective? ☒ Yes ☐ No				

14. How shall premiums be payable?
☐ Annually ☐ Semi-Annually ☒ Quarterly ☐ PAC ☐ Salary Allotment ☐ Account Billed
15. To whom shall premium notices be sent?
☐ To both Insured and Owner ☒ To Owner only
16. If Insured is to receive premium notices, where should they be sent?
☒ Insured's residence ☐ Insured's business ☐ Other
17. Owner (if other than insured) Billing Address (No., Street, City, State & Zip Code)

PROPOSED INSURED INFORMATION

18. Name of employer and nature of business
 AMERITECH
19. Place of Business (No., Street, City, State & Zip Code)
 225 W. RANDOLPH. CHGO IL 60606
- | | | |
|--|-------------------------------------|----------------------|
| 20. Current Occupation/Position
ACCT SERVICE ADM. | 21. How long so employed?
29 YRS | 22. Duties
VARIED |
|--|-------------------------------------|----------------------|
23. Do you contemplate flying, or have you flown during the past 2 years as a pilot, student pilot or crew member?
☐ Yes ☒ No If "Yes," an Aviation Supplement is required.
24. Do you plan to participate or have you participated within the past 2 years in motor vehicle or boat racing, hang gliding or sky, skin, or scuba diving or similar sports?
☐ Yes ☒ No If "Yes," complete Avocation Questionnaire.
25. Do you contemplate residence or travel outside of the United States or Canada for more than 30 days within the next year?
☐ Yes ☒ No If "Yes," complete Foreign Travel or Residence Questionnaire.
26. Have you had convictions within the past 3 years for motor vehicle moving violations, or had your license suspended, revoked or restricted?
☐ Yes ☒ No If "Yes," give details below.
27. Have you ever been convicted of a felony?
☐ Yes ☒ No If "Yes," give details below.
28. Have you used any form of tobacco or nicotine substitute within the last 12 months?
 [REDACTED] If "Yes," describe below the frequency, quantity and kind of tobacco or nicotine substitute used.
 [REDACTED]

OTHER / EXISTING COVERAGE

29. Have you ever applied for any Life or Health Insurance which was denied, required an extra premium, or was issued for a reduced face amount?
☐ Yes ☒ No If "Yes," give full details below.
30. Are you applying or have you negotiated for other Life or Health Insurance either formally or informally, within the last 6 months?
☐ Yes ☒ No If "Yes," give details below.

31. Will you discontinue coverage, stop paying premiums, initiate a reduction in face amount, or borrow or surrender cash value on any Life Insurance or Annuity if this insurance is issued? ☒ Yes ☐ No (If "Yes," give full details in space below)

Forward proper replacement forms, if required.

Company

Policy Number

Amount

32. What is the total amount of Life Insurance (Personal and Business) presently in force on your life excluding any policies that will be replaced? The amount shown for each policy should also include coverage under any term riders, but Group or Health Insurance policies should not be included. List each policy separately. If none, so state. none

Company

When Issued

Amount

AI Amount

POLICYOWNER INFORMATION

33. Policyowner Name (Give full name and relationship to Proposed Insured. If Trust, include Trustee(s)/Trust Name/Trust Date)

INSURED

34. If Owner is other than the Insured, Owner SS # or Tax ID #

OR

35. Contingent Owner, if any, AND relationship to Proposed Insured

36. I(We) have paid \$ _____ to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I(we) acknowledge that I(we) fully understand and accept its terms.

37. ADDITIONAL INSTRUCTIONS

BENEFICIARY INFORMATION

38. All Primary Beneficiaries who survive the Insured shall share equally unless otherwise indicated. If no Primary Beneficiary survives the Insured, benefits will be paid in equal shares to the Contingent Beneficiaries, if surviving the Insured, unless otherwise specified.

a. Primary Beneficiary AND Relationship to Proposed Insured if personal beneficiary

b. Contingent Beneficiary AND Relationship to Proposed Insured if personal beneficiary

39. If Beneficiary or Owner is other than an individual, indicate whether:

Beneficiary is a: ☐ Corporation ☐ Partnership ☐ Other _____

Owner is a: ☐ Corporation ☐ Partnership ☐ Other _____

Name of person authorized to transact business _____

CERTIFICATIONS AND SIGNATURES

I(We) have read the above questions and answers and declare that they are complete and true to the best of my(our) knowledge and belief. I(We) agree, a) that this Application (Part I, pages 1 and 2, 3 and 4; Part II; or Part IIA if required) shall form a part of any Policy issued, and b) that no Agent/Representative of the Company shall have the authority to waive a complete answer to any question in this Application, make or alter any contract, or waive any of the Company's other rights or requirements. I(We) further agree that no insurance shall take effect (except as provided in the Temporary Life Insurance Agreement if advance payment has been made and acknowledged above and such Agreement issued) unless and until the Policy has been delivered to and accepted by me(us) and the initial premium paid during the lifetime of the Proposed Insured(s) and provided the Proposed Insured(s) remain in the state of health and insurability represented in Parts I and II of this application, or Part IIA if required.

Any person who knowingly and with intent to defraud any Insurance Company or other person files an application for Insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, as determined by a court of competent jurisdiction.

Under penalties of perjury, it is certified that: (a) The social security or Employer ID numbers shown in this application are correct taxpayer identification numbers, and (b) the holders of said numbers are not subject to any backup withholding of U.S. Federal income tax for failure to report interest or dividends.

Dated at (City and State)

Cn (Month, Day & Year)

CHICAGO, IL

8-20-97

Witness - Licensed Agent/Representative

Signature of Proposed Insured

Witness - Licensed Agent/Representative

Signature of Proposed Insured

Witness

Signature of Applicant/Owner if other than Proposed Insured

Witness

Signature of Applicant/Owner if other than Proposed Insured

Part II of Application for InsuranceCIGNA Individual Insurance
Connecticut General Life Insurance Company

(Proposed Insured's answers must be recorded by Medical Examiner with no one else present)

PROPOSED INSURED: <u>Paulette Glover</u>		BIRTH DATE [REDACTED]		EXAMINER: PLEASE CHECK REASON FOR EXAMINATION: ☒ LIFE INS. ☐ DISABILITY INS. ☐ PLAN CHANGE ☐ OTHER (Explain)
1. Have you ever had any indication of or been treated for: a. Chest pain, high blood pressure, heart disease, heart murmur, or other disorders of the heart or blood vessels? b. Ulcers, colitis, jaundice, or other disease of the stomach, liver, intestines or gallbladder? c. Sugar, albumin, blood or pus in the urine; venereal disease; disorder of the kidney or bladder? d. Seizures, epilepsy, fainting, dizziness, stroke or paralysis? e. Nervous, mental, or emotional disorder or received counseling for anxiety, depression, nervousness, stress, mental or nervous disorder or any other emotional problem? f. Any tumor, cancer, cysts; any disorder of lymph glands? g. Arthritis, gout, recurrent back pain, sciatica, neuritis, or any disorder of the back, spine, nerves, muscles or joints? h. Diabetes, thyroid or other endocrine or glandular disorder? i. Anemia or any other blood disorder? j. Asthma, emphysema, shortness of breath, or any other disorder of the respiratory system? k. Disorder of the eyes, ears, nose or throat? l. Drug or alcohol abuse, or been advised to limit your use of alcohol or addictive substances? m. Any physical abnormality or deformity? n. Allergies or skin disorder?				Details of "Yes" answers: Identify question number circle applicable items. Include diagnosis, dates, duration and names and addresses of all attending physicians and medical facilities. [REDACTED]
2. Are you now under observation or treatment? 3. Have you ever been diagnosed as having or been treated by a physician Acquired Immune Deficiency Syndrome or an AIDS related condition? 4. Other than above, have you within the past 5 years: a. Had any mental or physical disorder not listed above? b. Had a check-up, electrocardiogram, x-ray, blood test or diagnostic test? c. Been a patient in a hospital, clinic, sanatorium, or other medical facility? d. Been advised to have any diagnostic test, hospitalization or surgery which was not completed?				
5. Have you ever requested or received benefits or payment because of an injury, sickness or disability? 6. Have you used tobacco in any form within the last twelve months? If "Yes," describe frequency and kind of tobacco used. 7. Family History: Diabetes, cancer, high blood pressure, mental illness, suicide or heart disease?				
Age if Living Cause of Death Age at Death		8. Have you ever had any disorder of the reproductive organs (testicles, prostate, breasts, ovaries, etc.)? 9a. Are you currently pregnant? b. If so, have there been any complications with this pregnancy or any other pregnancy?		
Father Mother Brothers & Sisters No. Living 3 No. Dead 0		10a. Name and address of your personal physician: [REDACTED] b. Date and reason last consulted: c. What treatment was given or medication prescribed?		
I hereby declare that the statements and answers to the above questions are complete and true to the best of my knowledge and belief. I agree that a copy of this Part II shall be attached to and form a part of any policy issued.				
DATED AT (City, State & Zip Code) <u>Shaw A</u>		(Month, Day & Year) on: <u>8-15-97</u>		
WITNESS (Medical Examiner) <u>[Signature]</u>		SIGNATURE OF PROPOSED INSURED OR PARENT OR GUARDIAN IF A JUVENILE <u>Paulette Glover</u>		

Connecticut General Life Insurance Company

Flexible Premium Adjustable Life Insurance Policy - Non-Participating

Death benefit payable in the event of the death of the Insured. Adjustable death benefit.

Surrender Value payable upon surrender of the policy.

Flexible Premiums payable to the Insured's Age 100 or death of the Insured, whichever is earlier.

Premium Payment Periods and Supplementary Coverages as shown in the Policy Specifications.

Connecticut General Life Insurance Company
a subsidiary of CIGNA Corporation

Hartford, CT 06152 • CAT. #509266



**CIGNA Individual
Insurance**

Main Office Address: P.O. Box 2334, Fort Wayne, Indiana 46801

Monthly Expense Charges:

\$.65 per month, per \$1000 of Insured's Initial Specified Amount;
first twelve policy months only.

Percentage of Premium Expense Charges:

8.5% of all premiums.

Policy Loan Rate: 7.0 Percent

POLICY SCHEDULE

ADJUSTABLE LIFE POLICY - ENDOWMENT - MATURING AT AGE 95

Policy Number:	815370	Insured:	JOHN T. WAREHIME
Policy Date:	August 10, 1982	Maturity Date:	August 10, 2037
Monthly Anniversary Date:	10	Initial Premium:	\$604.00
Class:	StandardNon-Smoker	Planned Periodic Premium:	\$598.50
Sex:	Male	Age:	40
		Payable:	Annually

Insured's Specified Amount of \$50,000.00 does include the Cash Value.

Riders are shown on the SUPPLEMENTAL POLICY SCHEDULE.

SUPPLEMENTAL POLICY SCHEDULE

Policy Number: 815370 Policy Date: August 10, 1982

Insured: JOHN T. WAREHIME

Riders:

Term Rider

Covered Insured: JOHN T. WAREHIME
Specified Amount: \$25,000.00
Expiry Date: August 10, 2037

Male Age 40
Class: Standard Non-Smoker

**TABLE OF GUARANTEED
MAXIMUM INSURANCE RATES
STANDARD RATE CLASSIFICATION**

Monthly Cost of Insurance				Single Premium Endowment at 95 (Future Purchase Option and Option E)			
Attained Age	Rate Per \$1,000	Attained Age	Rate Per \$1,000	Attained Age	Rate Per \$1,000	Attained Age	Rate Per \$1,000
0	\$.36926	50	\$.72664	0	\$ 95.87	50	\$429.57
1	.13669	51	.79505	1	95.70	51	441.89
2	.12419	52	.86931	2	98.05	52	454.36
3	.11918	53	.95025	3	100.63	53	466.98
4	.11459	54	1.03830	4	103.38	54	479.73
5	.11043	55	1.13470	5	106.28	55	492.61
6	.10669	56	1.24073	6	109.35	56	505.59
7	.10376	57	1.35719	7	112.59	57	518.65
8	.10167	58	1.48455	8	115.99	58	531.78
9	.10084	59	1.62403	9	119.56	59	544.96
10	.10168	60	1.77650	10	123.28	60	558.16
11	.10376	61	1.94238	11	127.15	61	571.37
12	.10751	62	2.12333	12	131.15	62	584.56
13	.11293	63	2.32107	13	135.28	63	597.71
14	.11876	64	2.53768	14	139.53	64	610.80
15	.12502	65	2.77608	15	143.89	65	623.81
16	.13168	66	3.03928	16	148.37	66	636.69
17	.13793	67	3.32978	17	152.96	67	649.41
18	.14294	68	3.64685	18	157.69	68	661.92
19	.14710	69	3.98676	19	162.56	69	674.19
20	.15086	70	4.34500	20	167.59	70	686.21
21	.15377	71	4.71692	21	172.80	71	697.98
22	.15627	72	5.09967	22	178.20	72	709.53
23	.15836	73	5.49760	23	183.79	73	720.92
24	.16002	74	5.92258	24	189.61	74	732.19
25	.16211	75	6.38757	25	195.65	75	743.34
26	.16461	76	6.90619	26	201.92	76	754.37
27	.16752	77	7.49028	27	208.43	77	765.22
28	.17127	78	8.14300	28	215.19	78	775.83
29	.17544	79	8.85700	29	222.20	79	786.13
30	.18003	80	9.62445	30	229.47	80	796.10
31	.18503	81	10.43681	31	237.00	81	805.72
32	.19045	82	11.28617	32	244.80	82	815.02
33	.19671	83	12.17113	33	252.89	83	824.06
34	.20462	84	13.09630	34	261.26	84	832.91
35	.21463	85	14.06747	35	269.92	85	841.66
36	.22671	86	15.09034	36	278.86	86	850.43
37	.24213	87	16.17587	37	288.07	87	859.36
38	.26088	88	17.34343	38	297.56	88	868.64
39	.28256	89	18.62108	39	307.29	89	878.54
40	.30716	90	20.04580	40	317.27	90	889.42
41	.33384	91	21.66244	41	327.48	91	901.85
42	.36260	92	23.52590	42	337.93	92	916.75
43	.39386	93	25.69963	43	348.61	93	935.68
44	.42806	94	28.33894	44	359.53	94	961.55
45	.46600	95	31.87147	45	370.68		
46	.50810			46	382.06		
47	.55482			47	393.64		
48	.60653			48	405.43		
49	.66366			49	417.41		

Children's Benefit Rider Monthly Cost of Insurance Rate per \$1,000.00: \$.5000.

PREMIUM, GRACE PERIOD AND REINSTATEMENT PROVISIONS

Payment of Premiums. The Initial Premium is due on the Policy Date and is payable in advance. The amounts and frequency of Planned Periodic Premium payments are shown in the Policy Schedule. Policy anniversaries occur annually and are computed from the Policy Date.

The policy will not take effect until it has been delivered and the Initial Premium has been paid prior to death and prior to any change in health as shown in the application.

The Initial Premium is payable at the Home Office or to an authorized agent. All other premiums are payable at our Home Office. Receipts will be furnished upon request.

Changes in frequency and increases or decreases in amount of Planned Periodic Premium payments may be made by the Owner. We reserve the right to limit the amount of any increase. We will send premium payment reminder notices to the Owner on written request. The notices may be sent annually, semi-annually or quarterly. Planned Periodic Premium payments of \$25.00 or more may be made on a monthly basis under our special payment facility.

Additional premium payments may be made at any time during the continuance of this policy. We reserve the right to limit the number and amount of addi-

tional premium payments.

Grace Period. A grace period of 61 days will be granted for the payment of a premium sufficient to cover the monthly deduction described in the Non-forfeiture Provisions section. Notice of such premium will be mailed to the last known address of the Owner. If such premium is not paid within the grace period, all coverage under the policy will terminate without value at the end of the 61 day period. If a death occurs during the grace period, any overdue monthly deductions will be deducted from the proceeds.

Reinstatement. If this policy terminates, as provided in the grace period section, it may be reinstated at any time within five years after the date of termination and prior to the Maturity Date. The reinstatement is subject to:

1. receipt of evidence of insurability satisfactory to us;
2. payment of a minimum premium sufficient to keep the policy in force for two months; and
3. payment or reinstatement of any indebtedness against the policy, increased by 6% loan interest.

The effective date of a reinstatement shall be the Monthly Anniversary Day that falls on or next follows the date the application for reinstatement is approved by us.

OWNERSHIP, ASSIGNMENT AND BENEFICIARY PROVISIONS

Owner. While the Insured is alive, all rights in this policy belong to the Owner. All of the Owner's rights in this policy belong to the estate of the Owner if the Owner dies before the Insured. Owner means the Owner identified in the application or a successor in interest.

Change of Owner. The Owner may transfer all ownership rights and privileges to a new Owner only in writing on a form satisfactory to us. The change will be effective when recorded by us. Any payment made or any action taken or allowed by us before the change in ownership is recorded will be without prejudice to us. Unless provided otherwise, a change in ownership will not affect the interest of any Beneficiary.

Assignment. We will not be affected by any assignment of the policy until the assignment, in a form satisfactory to us, is filed with us. We do not assume responsibility for the validity or sufficiency of any assignment. The interest of any Beneficiary will be

subject to the rights of any assignee of record.

Beneficiary. The Beneficiary on the Policy Date will be as designated in the application. Unless provided otherwise, the interest of any Beneficiary who dies before the person insured will vest in the Owner or the Owner's estate.

Change of Beneficiary. A new Beneficiary may be named from time to time. A request for change of Beneficiary must be in writing on a form satisfactory to us and filed with us. The request must be signed by the Owner and any irrevocable Beneficiary.

A change of Beneficiary will not take effect until recorded in writing by us. When a change of Beneficiary has been so recorded, whether or not the person insured is then alive, it will take effect as of the date the request was signed. Any payment made or any action taken or allowed by us before the change of Beneficiary is recorded will be without prejudice to us.

GENERAL PROVISIONS

The Policy. The policy and the application for the policy constitute the entire contract between the parties. All statements made in an application will, in the

absence of fraud, be deemed representations and not warranties. No statement will be used in defense of a claim under the policy unless it is contained in an

application, or supplemental application, or application for reinstatement and a copy of such application is attached to the policy when issued or made a part of the policy when a change in insurance coverage or reinstatement became effective.

No modification of this policy shall be binding on us unless in writing and made by our President, Vice President, Secretary or Assistant Secretary.

Inquiries may be directed to our Home Office.

Nonparticipation. This policy is issued at guaranteed nonparticipating cost of insurance rates and will not share in our profits or surplus earnings. We will pay no dividends on this policy.

Proceeds. Proceeds means the amount payable: (1) on the Maturity Date; (2) on the surrender of this policy; or (3) after the death of an insured person.

The proceeds payable on the death of the Insured shall be the Insured's Death Benefit, less any indebtedness. The proceeds payable on the death of any person insured by rider shall be as provided in the rider. If the policy is surrendered the proceeds shall be the cash value, less any indebtedness. On the Maturity Date the proceeds shall be any cash value, less any indebtedness. The proceeds are subject to any adjustments provided in the Error in Age or Sex; Incontestability and Suicide sections.

Payment of Proceeds. The proceeds are subject first to any indebtedness to us and then to the interest of any assignee of record. However, unless otherwise provided, the Death Benefit of any person insured by rider shall not be subject to any indebtedness to us. Payments to satisfy any indebtedness to us and any assignee shall each be paid in one sum. Unless an Optional Method of Settlement is elected, the balance of any Death Benefit shall be paid in one sum to the designated Beneficiary. If no Beneficiary survives, the proceeds shall be paid in one sum to the Owner, if living; otherwise to the estate of the Owner. Unless an Optional Method of Settlement is elected, any proceeds payable on the Maturity Date or upon surrender of this policy shall be paid to the Owner in one sum.

Error in Age or Sex. If there is an error in the age or sex of the Insured or any person insured by rider, the proceeds payable shall be adjusted by the difference of the monthly deductions made and the monthly deductions which should have been made, accumulated at the interest rates that were credited to the cash value. The monthly deduction is described in the Nonforfeiture Provisions section.

Suicide. If the Insured commits suicide while sane or insane within two years from the Policy Date, the total liability shall be the premiums paid prior to death, less any indebtedness, less any prior partial surrenders and less the costs of any riders.

If the Insured commits suicide while sane or insane within two years from the effective date of any increase in insurance or any reinstatement, the total liability with respect to such increase or reinstatement shall be its cost.

Incontestability. This policy shall be incontestable after it has been in force for two years during the lifetime of the Insured.

Any increase in coverage effective after the Policy Date or any reinstatement shall be incontestable only after such increase or reinstatement has been in force during the lifetime of the Insured for two years from its effective date.

Annual Report. We shall send a report to the Owner, at least once each year, which shows the current cash value, premiums paid and all charges since the last report and outstanding policy loans.

Effective Date of Coverage. The effective date of coverage under this policy shall be as follows:

1. The Policy Date shall be the effective date for all coverage provided in the original application.
2. For any increase or addition to coverage, the effective date shall be the Monthly Anniversary Day that falls on or next follows the date we approve the supplemental application.
3. For any insurance that has been reinstated, the effective date shall be the Monthly Anniversary Day that falls on or next follows the date we approve the application for reinstatement.

Interest Before Settlement. If the proceeds are not paid in one sum or under an Optional Method of Settlement within 30 days after they become payable, or the time provided by law, whichever is less, we will pay interest on the unpaid proceeds. Interest will accrue from the date the proceeds are payable to the date of payment, but not for more than one year, at a yearly rate of 3½ percent, or the rate and time provided by law, whichever is greater.

Termination. All coverage under this policy shall terminate when any one of the following events occur:

1. The Owner requests that coverage terminate.
2. The Insured dies.
3. The policy matures.
4. The grace period ends.
5. The policy is surrendered.

INSURANCE COVERAGE PROVISIONS

Death Benefit. Subject to the provisions of this policy, the Insured's Death Benefit at any time prior to the Maturity Date shall be as follows:

1. If the Insured's Specified Amount includes the cash value, as shown in the Policy Schedule, the Insured's Death Benefit at any time shall equal the greater of (a) or (b) where:
 - (a) is the Insured's Specified Amount.
 - (b) is the cash value plus \$10,000.
2. If the Insured's Specified Amount is in addition to the cash value, as shown in the Policy Schedule, the Insured's Death Benefit at any time shall be equal to the then cash value plus the Insured's Specified Amount.

Change in Type of Coverage. The Owner, by written request, may change between sections 1 and 2 of the Death Benefit provision, effective on the Monthly Anniversary Day that falls on or next follows receipt of such request, subject to the following:

- (a) If the change is from section 1 to section 2, the Insured's Specified Amount after such change shall be equal to the Insured's Specified Amount prior to such change, less the cash value on the date of change.
- (b) If the change is from section 2 to section 1, the Insured's Specified Amount after such change shall be equal to the Insured's Specified Amount prior to such change plus the cash value on the date of change.

Changes in Insurance Coverage. At any time after the first policy anniversary, insurance coverage may be increased or decreased by written request from the Owner to change the Insured's Specified Amount, subject to the following conditions:

1. Any decrease will become effective on the Monthly Anniversary Day that falls on or next follows receipt of request. Any such decrease shall reduce insurance in the following order:
 - a. against insurance provided by the most recent increase;
 - b. against the next most recent increases successively; and
 - c. against insurance provided under the original application.
2. The Insured's Specified Amount in effect after any requested decrease must be at least as great as \$10,000.
3. Any request for an increase, other than as a Future Purchase Option, must be applied for on a supplemental application. Such increase shall be subject to evidence of insurability satisfactory to us. An increase shall also be subject to the sufficiency of the cash value, less any indebtedness, to cover the next monthly deduction. Any increase will become effective on the effective date shown on the

supplemental Policy Schedule.

Application for Additional Insurance. Additional insurance on the life of the Insured's spouse or child or other persons may be applied for by supplemental application. Approval of the additional insurance shall be subject to evidence of insurability satisfactory to us. Additional insurance shall also be subject to the sufficiency of the cash value, less any indebtedness, to cover the next monthly deduction. Such new insurance will be provided by rider and will become effective on the effective date shown in the supplemental Policy Schedule.

Exchange: The Owner may, after 31 days written notice, exchange this policy without evidence of insurability for a new policy on any plan of insurance, except term insurance, issued by us at the time of exchange. This policy must be surrendered. The amount of insurance on the new policy may be for any amount up to, but not more than, (a), plus (b), less (c), where:

- (a) is the current amount of the Insured's Death Benefit under this policy.
- (b) is the cash value of the new policy on the date of exchange.
- (c) is the then current cash value of this policy.

All plans of insurance available for exchange are subject to plan requirements. Such new policy will be effective on the date of termination of this policy.

Future Purchase Option. The Owner may surrender this policy and apply the proceeds to purchase Single Premium Endowment at 95 insurance coverage on the Insured, under either Option 1 or Option 2, subject to the following:

1. Under Option 1, the Option Date is the policy anniversary following the Insured's 65th birthday. Written notice of election of Option 1 must be received by us at least 2 years prior to the Option Date.
2. Under Option 2, the Option Date may be any date between the policy anniversary following the Insured's 55th birthday and the policy anniversary following the Insured's 65th birthday. Written notice of election of Option 2 must be received by us at least 30 days prior to the Option Date elected and must include proof that group life insurance coverage on the Insured has terminated or been reduced within 60 days prior to the Option Date elected.
3. The amount of Single Premium Endowment at 95 insurance that may be purchased without evidence of insurability shall be calculated as (a), plus (b), plus (c), less (d), where:
 - (a) is the lesser of:
 - (i) one-half the Insured's Specified Amount;
 - or

- (ii) \$50,000; or
 - (iii) under Option 2, the amount of group life insurance coverage on the Insured within 60 days prior to the Option Date elected. This amount will be reduced by any amounts of such coverage continued by the exercise of any conversion rights under that group coverage.
 - (b) is the current amount of the Insured's Death Benefit under the policy.
 - (c) is the amount applied as a Single Premium for the new policy.
 - (d) is the then current cash value of this policy.
4. A larger amount of Single Premium Endowment at 95 coverage will be issued only upon submission of evidence of insurability satisfactory to us.
5. The date of issue of the new policy will be the Option Date; the new policy will take effect only if the Insured is living on the Option Date.
6. The Single Premium for the new policy will be based on the single premium rates then in effect, as determined by us. The single premium rates will not be greater than those shown in the Table of Guaranteed Maximum Insurance Rates, based on the Insured's sex and age last birthday on the date of issue of the new policy.
7. This Future Purchase Option will terminate the earliest of the following dates:
- (a) the date a new policy is issued under either Option 1 or Option 2; or
 - (b) the policy anniversary following the Insured's 65th birthday, if the Owner has not exercised the Future Purchase Option; or
 - (c) the date the policy terminates; or
 - (d) the date the policy is continued under an optional method of settlement.

NONFORFEITURE PROVISIONS

Net Premium. A net premium is the premium paid, less the percentage of premium expense charge shown on the Policy Schedule.

Cash Value. On each Monthly Anniversary Day the cash value shall be calculated as (a), plus (b), minus (c), plus (d), where:

- (a) is the cash value on the preceding Monthly Anniversary Day.
- (b) is all net premiums received since the preceding Monthly Anniversary Day.
- (c) is the monthly deduction for the month preceding the Monthly Anniversary Day.
- (d) is one month's interest on the result of item (a) less item (c).

On any day other than a Monthly Anniversary Day, the cash value shall be calculated as (e), plus (f), minus (g), where:

- (e) is the cash value as of the preceding Monthly Anniversary Day.
- (f) is all net premiums received since the preceding Monthly Anniversary Day.
- (g) is the monthly deduction for the month following the preceding Monthly Anniversary Day.

The cash value on the Policy Date shall be the Initial Net Premium.

Monthly Deduction. The monthly deduction shall be calculated as (h), plus (i), where:

- (h) is the cost of insurance (as described below) plus the cost of additional benefits provided by rider.
- (i) is the monthly expense charge shown on the Policy Schedule. This charge applies only to the first twelve policy months.

Interest Rate. The guaranteed interest rate applied in the calculation of the cash value is .32737 percent per month, compounded monthly. This is equal to 4 percent per year compounded yearly. Interest in excess of the guaranteed rate may be applied in the calculation of cash values at such increased rates and in such manner as determined by us.

Cost of Insurance. The cost of insurance is determined on a monthly basis. The cost of insurance is determined separately for each Specified Amount.

The cost of insurance for the Insured is calculated as (a), multiplied by the result of (b) minus (c), where:

- (a) is the cost of insurance rate as described in the Cost of Insurance Rates section.
- (b) is the Insured's Death Benefit at the beginning of the policy month divided by 1.0032737.
- (c) is the cash value at the beginning of the policy month.

If the cash value is included in the Specified Amount and there have been increases in the Death Benefit, then the cash value shall be first considered a part of the initial Specified Amount. If the cash value exceeds the initial Specified Amount, it shall then be considered a part of additional Specified Amounts resulting from increases in the order of the increases.

Cost of Insurance Rates. The monthly cost of insurance rate is based on the sex, attained age, and rating class of the person insured. Attained age means age

last birthday on the prior policy anniversary. Monthly cost of insurance rates will be determined by us from time to time based on our expectations as to future mortality experience. However, the cost of insurance rates will not be greater than those shown in the Table of Guaranteed Maximum Insurance Rates.

The guaranteed cost of insurance rates are based on the 1958 CSO Mortality Table, Age Last Birthday.

Insufficient Cash Value. If the cash value less any indebtedness on the last day of any month is not sufficient to cover the monthly deduction for the next month, the policy shall terminate subject to the Grace Period section. Any deduction for the cost of insurance after termination of insurance shall not be considered a reinstatement of this policy or a waiver by us of the termination. Any such deduction shall be credited to the cash value as of the date of deduction.

Basis of Computations. Minimum cash values and reserves are based on the 1958 CSO Mortality Table, Age Last Birthday, with interest at 4 percent per year compounded yearly. Reserves are calculated using a modified preliminary term method, but are not less than CRVM reserves. Cash values are at least equal to those required on the Policy Date by the state in which this policy was delivered. Where required, a detailed statement of the method of computation of cash values and reserves under this policy has been filed with the insurance department of the state in which this policy was delivered.

Continuation of Insurance. In the event Planned Periodic Premium payments are not continued, insurance coverage under this policy and any benefits provided by rider will be continued in force.

Such coverage shall be continued until the cash value, less indebtedness, is insufficient to cover the monthly

deduction, as provided in the Grace Period section. This provision shall not continue the policy beyond the Maturity Date nor continue any rider beyond the date for its termination, as provided in the rider.

Surrender and Surrender Value. This policy may be surrendered at any time during the lifetime of the Insured upon written request by the Owner to us. The amount payable on surrender of this policy shall be the cash value, less any indebtedness, on the date of surrender. The surrender value will be paid in cash or under an elected Optional Method of Settlement.

If surrender is requested under this section within 30 days of a policy anniversary, the cash value shall not be less than the cash value on that anniversary, less any partial surrenders made on or after such anniversary.

If this policy is surrendered, coverage shall terminate as of the next Monthly Anniversary Day. We reserve the right to defer the payment of the surrender value for the period permitted by law, but not for more than six months.

Partial Surrender. A partial surrender of this policy may be made at any time during the lifetime of the Insured, by written request of the Owner. The partial surrender may be any amount not to exceed the current cash value, less any indebtedness.

When a partial surrender is made, the amount of the partial surrender will be deducted from the cash value. The Insured's Death Benefit shall be reduced by the amount of the partial surrender.

A fee of \$25.00 shall be deducted from each partial surrender amount. We reserve the right to defer a partial surrender for the period permitted by law, but not for more than six months.

LOAN PROVISIONS

Cash Loans. During the continuance of this policy, we will grant a loan against the policy provided: (a) a written loan agreement is executed; and (b) a satisfactory assignment of the policy to us is made. The policy will be the sole security for the loan. The amount of the loan with interest may not exceed the cash value, less any indebtedness, as of the date of the policy loan. We reserve the right to defer a loan for the period permitted by law, but not for more than six months.

Loan Interest. Interest on any loan will be at the

Policy Loan Rate of 7%, payable annually in advance.

Interest not paid when due will then be added to the loan and bear interest at the same rate.

If at any time the total indebtedness against the policy, including interest, equals or exceeds the then cash value, the policy will become void, but not until 61 days after notice has been mailed to the last known addresses of the Insured, the Owner, and the assignee of record, if any.

OPTIONAL METHODS OF SETTLEMENT

Upon written request, we will apply all or part of the net proceeds that may be payable under the policy in accordance with any one of the options below. Such options will be available only with our consent if:

1. The proceeds to be settled under any option are \$2,500 or less;
2. Any installment or interest payment is \$25 or less; or

3. Any payee is a corporation, partnership, association, trustee or assignee.

Before the death of an insured person, the request shall be made by the Owner. If an Optional Method of Settlement is not in effect at the death of an insured person, the request may then be made by the Beneficiary. Option E is available only while the Insured is alive.

Option A: Annuity Certain. We will pay a definite number of equal installments. The first installment will be payable on the date proceeds are settled under the option. The amount of each installment will be determined from the Option A Table. The Option A Table is based on a guaranteed interest rate of 4 percent per year compounded yearly.

Option B: Life Annuity with Certain Period. We will pay a definite number of equal monthly installments, and will pay as long thereafter as the payee lives. The first installment will be payable on the date proceeds are settled under the option. The amount of each installment will be determined from the Option B Table based on the payee's sex and settlement age. The settlement age shown in the Option B Table will be the payee's age last birthday on the date the first installment is paid. The Option B Table is based on a guaranteed interest rate of 4 percent per year compounded yearly.

Option C: As a Deposit at Interest. We will retain the proceeds while the payee is alive and will pay interest yearly at a rate of not less than 4 percent per year.

Option D: Installments Until Proceeds are Exhausted. We will pay installments of specified amounts until the proceeds with any interest are exhausted. The first installment will be payable on the date proceeds are settled under the option. The installment amounts must be at least \$120 per year per \$1,000 of proceeds retained. Interest will be payable at a rate of not less than 4 percent per year compounded yearly.

Option E: Single Premium Endowment at 95. The Owner may surrender this policy at any time during the lifetime of the Insured and before the Insured's 95th birthday and apply the proceeds to purchase Single Premium Endowment at 95 insurance coverage on the Insured, subject to the following:

1. Written request for such coverage must be made to us.
2. The amount of Single Premium Endowment at 95 insurance that may be purchased without

evidence of insurability shall be calculated as (a), plus (b), less (c), where:

- (a) is the current amount of the Insured's Death Benefit under this policy.
- (b) is the amount applied as a Single Premium for the new policy.
- (c) is the then current cash value of this policy.

3. A larger amount of Single Premium Endowment at 95 coverage will be issued only upon submission of evidence of insurability satisfactory to us.
4. The date of issue of the new policy will be the date that the Insured's coverage under this policy terminates.
5. The Single Premium for the new policy will be based on the single premium rates then in effect, as determined by us. The single premium rates will not be greater than those shown in the Table of Guaranteed Maximum Insurance Rates, based on the Insured's sex and age last birthday on the date of issue of the new policy.

Additional Options. Any proceeds payable under the policy may also be settled under any other method of settlement offered by us at the time of the request.

Excess Interest. Excess interest as determined by us may be paid or credited from time to time in addition to the payments guaranteed under any Optional Method of Settlement.

Proof Payee is Alive. Prior to making any payment under an income option we shall have the right to require proof satisfactory to us that the payee is alive on the due date of each payment. In such case the payment shall not be due until we have received the proof required.

Proof of Age. Prior to making any payment under Option B, we shall require proof satisfactory to us of the payee's sex and date of birth.

Death of Payee. On the death of the last payee, unless otherwise provided in the election or by subsequent beneficiary designation, we shall pay in one sum to such payee's estate any unpaid sum left with us under Options C or D, plus any unpaid interest. The commuted value of any remaining unpaid installments that are certain to be paid under Options A or B shall be paid in one sum to the payee's estate. The commuted value shall be on the basis of 4 percent per year compounded yearly.

Optional Methods of Settlement (Continued)
Amount of Installment For Each \$1,000 of Proceeds Applied

Option A Table**Option B Table**

Number of years payable	Amount of monthly installment	Settlement age of payee last birthday	For Males			For Females		
			Number of monthly installments certain			Number of monthly installments certain		
			120	180	240	120	180	240
1	\$84.84	10*	\$3.58	\$3.58	\$3.58	\$3.51	\$3.51	\$3.51
2	43.25	11	3.60	3.59	3.59	3.52	3.52	3.52
3	29.40	12	3.61	3.61	3.60	3.53	3.53	3.53
4	22.47	13	3.62	3.62	3.62	3.54	3.54	3.54
5	18.32	14	3.64	3.64	3.63	3.55	3.55	3.55
6	15.56	15	3.65	3.65	3.65	3.57	3.57	3.56
7	13.59	16	3.67	3.67	3.66	3.58	3.58	3.58
8	12.12	17	3.69	3.68	3.68	3.59	3.59	3.59
9	10.97	18	3.71	3.70	3.70	3.61	3.60	3.60
10	10.06	19	3.72	3.72	3.71	3.62	3.62	3.62
11	9.31	20	3.74	3.74	3.73	3.64	3.63	3.63
12	8.69	21	3.76	3.76	3.75	3.65	3.65	3.65
13	8.17	22	3.78	3.78	3.77	3.67	3.67	3.66
14	7.72	23	3.81	3.80	3.79	3.68	3.68	3.68
15	7.34	24	3.83	3.82	3.82	3.70	3.70	3.70
16	7.00	25	3.85	3.85	3.84	3.72	3.72	3.71
17	6.71	26	3.88	3.87	3.86	3.74	3.74	3.73
18	6.44	27	3.91	3.90	3.89	3.76	3.76	3.75
19	6.21	28	3.93	3.93	3.91	3.78	3.78	3.77
20	6.00	29	3.96	3.96	3.94	3.81	3.80	3.79
21	5.81	30	3.99	3.99	3.97	3.83	3.82	3.82
22	5.64	31	4.03	4.02	4.00	3.85	3.85	3.84
23	5.49	32	4.06	4.05	4.03	3.88	3.87	3.87
24	5.35	33	4.10	4.08	4.06	3.91	3.90	3.89
25	5.22	34	4.13	4.12	4.10	3.94	3.93	3.92
		35	4.17	4.16	4.13	3.97	3.96	3.95
		36	4.22	4.20	4.17	4.00	3.99	3.98
		37	4.26	4.24	4.20	4.03	4.02	4.01
		38	4.31	4.28	4.24	4.07	4.06	4.04
		39	4.35	4.33	4.28	4.10	4.09	4.07
		40	4.40	4.37	4.32	4.14	4.13	4.11
		41	4.46	4.42	4.37	4.18	4.17	4.14
		42	4.51	4.47	4.41	4.22	4.21	4.18
		43	4.57	4.52	4.46	4.27	4.25	4.22
		44	4.63	4.58	4.50	4.32	4.29	4.26
		45	4.69	4.63	4.55	4.36	4.34	4.31
		46	4.76	4.69	4.60	4.42	4.39	4.35
		47	4.83	4.75	4.65	4.47	4.44	4.40
		48	4.90	4.81	4.70	4.53	4.50	4.44
		49	4.97	4.88	4.75	4.59	4.55	4.49

*Ages 10 and under.

**Option B Table
(Continued)**

Settlement age of payee last birthday	For Males			For Females		
	Number of monthly installments certain			Number of monthly installments certain		
	120	180	240	120	180	240
50	\$5.05	\$4.94	\$4.81	\$4.65	\$4.61	\$4.55
51	5.12	5.01	4.86	4.72	4.67	4.60
52	5.21	5.08	4.92	4.79	4.74	4.66
53	5.29	5.16	4.98	4.87	4.80	4.72
54	5.38	5.23	5.03	4.94	4.87	4.78
55	5.48	5.31	5.09	5.03	4.95	4.84
56	5.58	5.39	5.15	5.11	5.02	4.90
57	5.68	5.47	5.21	5.20	5.10	4.97
58	5.79	5.56	5.27	5.30	5.19	5.03
59	5.90	5.64	5.33	5.40	5.28	5.10
60	6.02	5.73	5.39	5.51	5.37	5.17
61	6.14	5.83	5.45	5.62	5.46	5.24
62	6.27	5.92	5.50	5.74	5.56	5.31
63	6.41	6.01	5.56	5.86	5.66	5.38
64	6.55	6.11	5.61	6.00	5.77	5.44
65	6.70	6.21	5.66	6.14	5.87	5.51
66	6.85	6.30	5.71	6.29	5.98	5.57
67	7.01	6.40	5.75	6.45	6.10	5.63
68	7.17	6.49	5.79	6.62	6.21	5.69
69	7.34	6.58	5.83	6.80	6.32	5.74
70	7.51	6.67	5.87	6.98	6.43	5.78
71	7.69	6.76	5.89	7.18	6.54	5.82
72	7.87	6.84	5.92	7.37	6.64	5.86
73	8.05	6.91	5.94	7.58	6.74	5.89
74	8.23	6.98	5.96	7.78	6.83	5.91
75	8.41	7.05	5.97	7.99	6.91	5.93
76	8.58	7.11	5.98	8.20	6.98	5.95
77	8.76	7.16	5.99	8.40	7.05	5.96
78	8.92	7.20	5.99	8.59	7.10	5.97
79	9.08	7.23	6.00	8.78	7.15	5.98
80	9.23	7.26	6.00	8.96	7.19	5.99
81	9.37	7.28	6.00	9.12	7.22	5.99
82	9.50	7.30	6.00	9.26	7.25	5.99
83	9.62	7.31	6.00	9.39	7.27	6.00
84#	9.72	7.32	6.00	9.50	7.28	6.00

#Ages 84 and over.

TERM RIDER FOR COVERED INSURED

Consideration. This rider is part of the policy to which it is attached. It is issued in consideration of the application and payment of its cost of insurance. The cost of insurance for this rider is payable at the same time and in the same manner as the cost of insurance of the policy.

Covered Insured. Covered Insured means each person so named in an application or supplemental application, if approved by us.

Cost of Insurance. The cost of insurance under this rider for each Covered Insured is calculated as (a), multiplied by (b), where:

- (a) is the cost of insurance rate for the Covered Insured. (This rate is described in the Cost of Insurance Rates section of the policy.)
- (b) is the Specified Amount for the Covered Insured.

Death Benefit. The Term Death Benefit shall be the Specified Amount for the Term Rider that is shown on the Policy Schedule or any Supplemental Policy Schedule. We agree to pay the Term Death Benefit upon receipt of due proof of the death of any Covered Insured. Death must occur while this rider is in force with respect to the Covered Insured. Payment is subject to the provisions of the policy and this rider.

Beneficiary. The Beneficiary will be as designated in the application unless changed as provided in the policy.

Changes in Insurance Coverage. Insurance coverage may be increased or decreased by written request from the Owner to change the Specified Amount, subject to the following conditions:

1. Any decrease will become effective on the Monthly Anniversary Day that falls on or next follows receipt of request. Any such decrease shall reduce insurance in the following order:
 - a. against insurance provided by the most recent increase;
 - b. against the next most recent increases successively; and
 - c. against insurance provided under the original application.
2. Any request for an increase must be applied for on a supplemental application. An increase shall be subject to evidence of insurability satisfactory to us. An increase shall also be subject to the sufficiency of the cash value, less any indebtedness,

to cover the next monthly deduction. Any increase will become effective on the effective date shown on the supplemental Policy Schedule.

Conversion. Upon termination of this rider, insurance on each Covered Insured under this rider may be converted. In addition, while this rider is in force, insurance on any Covered Insured may be converted when coverage on such person terminates. Conversion may be to any plan of insurance, except term insurance, issued by us at the time of conversion. The amount of insurance converted may be for any amount up to but not more than such Covered Insured's Specified Amount. All plans of insurance available on conversion are subject to plan requirements. Evidence of insurability shall not be required upon conversion.

When insurance on a Covered Person terminates, this right to convert shall be available for the next 31 days. If the death of the Covered Insured occurs in this 31 day period, the death benefit shall be paid as if the insurance had been converted.

Termination. The Owner may terminate this rider or may terminate coverage on any Covered Insured at any time by written request to us. Termination shall occur on the Monthly Anniversary Day that falls on or next follows the date the request is received by us. This rider shall automatically terminate when the policy is terminated.

Insurance on any Covered Insured shall terminate when such person attains age 95.

Values. This rider has no cash or loan values.

Reserves. Reserves for this rider are based on the 1958 CSO Mortality Table, Age Last Birthday. Interest is at 4 percent per year compounded yearly.

Effective Date of Coverage. The effective date of coverage under this rider shall be as follows:

1. The Policy Date shall be the effective date for all coverage provided in the original application.
2. For any rider issued after the Policy Date or any increase in coverage, the effective date shall be the Monthly Anniversary Day that falls on or next follows the date we approve the supplemental application.
3. For any insurance that has been reinstated, the effective date shall be the Monthly Anniversary Day that falls on or next follows the date we approve the reinstatement.

Suicide. If any Covered Insured commits suicide while sane or insane within two years from the effective

date of this rider, the total liability shall be the cost of insurance for such person.

If any Covered Insured commits suicide while sane or insane within two years from the effective date of any increase in insurance, the total liability with respect to such increase shall be its cost.

Incontestability. This rider shall be incontestable after it has been in force during the lifetime of the Covered Insured for two years from its effective date.

Any increase in coverage effective after the Policy Date shall be incontestable only after such increase has been in force during the lifetime of the Covered Insured for two years from its effective date.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

Marilyn A. Vachon

Marilyn A. Vachon, Secretary

1000 SHAW AVE. CHICAGO, ILL. 60601

Amendment of Application

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

FORT WAYNE, INDIANA

I, JOHN T. WAREHIME, hereby amend my application to
THE LINCOLN NATIONAL LIFE INSURANCE COMPANY, dated AUGUST 9TH, 1982,
as follows.

I AGREE THAT QUESTION 23A ON PART ONE SHOULD BE ANSWERED - "NO."

I agree that these changes will be an amendment to and form a part of the original application and of any policy issued as a result of that application and that they will be binding on any person who may have or claim any interest under that policy.

Dated at MISSOULA, MT. this 28th. day of Sept., 19 82
Witness [Signature] Signed X John T. Warehime
(To be signed by Witness) (To be signed by Applicant)

Policy Number 80 815370

(To be signed by Proposed Insured if other than the Applicant)

Part One of Application
PLEASE PRINT

1. Full Name of Proposed Insured <u>JOHN T. WAREHIME</u>				2. Social Security Number [REDACTED]	
3. Residence Address [REDACTED]		City [REDACTED]		County [REDACTED]	State [REDACTED]
4a. Birthdate <u>42</u>		b. Age <u>40</u>	c. Birthplace <u>GA.</u>	5a. ☒ Male ☐ Female	b. ☒ Married ☐ Single ☐ Divorced ☐ Separated ☐ Widows

Questions 6 thru 9 refer to Proposed Insured if age 15 or over, to Applicant if Proposed Insured is under age 15.

5. Name of Employer <u>City of Missoula</u>		7. Business Address <u>Broadway Ave. Missoula</u>	
3a. Occupation <u>TRUCK DRIVER</u>		b. Time in occupation <u>13</u> Years <u> </u> Months	
c. Describe duties <u>TRUCK DRIVER</u>		d. List any other occupation	
9. Approximate Annual Income (If self-employed, list income after business expenses.)		a. From occupation \$ <u> </u>	
		b. From other sources \$ <u> </u>	
		c. List other sources	

LIFE INSURANCE				HEALTH INSURANCE	
10. Policy	Rider	11. ☐ Annual Dividends (Par) ☒ Nonpar		15.	
☐	☐	Plan <u>Advantage</u> Amt. \$ <u>50,000.00</u>		Plan <u> </u> Mo. Indem. Amt. \$ <u> </u>	
☐	☐	Yr. Renewable Term \$ <u> </u>		Supp. Mo. Indem. ☐ 6 Months ☐ 12 Months \$ <u> </u>	
☐	☐	Yr. Family Security \$ <u> </u> mo. inc.		Partial Disability ☐	
☐	☐	Yr. Mortgage Insurance \$ <u> </u> init. amt.		Lifetime Monthly Indemnity \$ <u> </u>	
☐	☐	Interest rate <u> </u> %		Options to Increase Amt. of Mo. Indemnity \$ <u> </u>	
☐	☐	Yr. Uniform Decr. Term \$ <u> </u> init. amt.		Principal Sum Benefit \$ <u> </u>	
☐	☐	Term to 65 \$ <u> </u>		Hospital Benefit ☐ Month ☐ Day \$ <u> </u>	
☐	☐	Units-Guaranteed Insurability		Surgical Benefit \$ <u> </u> Deductible Amt. \$ <u> </u>	
☐	☐	Waiver of Premium Benefit		Accident Medical Expense Benefit ☐	
☐	☐	Accidental Death Benefit Amt. \$ <u> </u>		Physicians Fee Ben. \$ <u> </u> Nursing Period Ben. \$ <u> </u>	
☐	☐	Payor Benefits		Catastrophic Benefit ☐ Deductible Amt. \$ <u> </u>	
11. Is Automatic Premium Loan Provision to be in effect? ☒ Yes ☐ No		12. If Annual Dividends, indicate dividend option desired		16. Do you understand and agree that under the terms of the b plan of the policy hereby applied for no monthly indemnity payable for the first <u> </u> days of any period of disability? ☐	
		☐ Paid in cash ☐ One year term-full amount <u>N/A</u>			
		☐ Reduce premiums ☐ One year term-bal. to reduce premiums			
		☐ Paid-up additions ☐ One year term-bal. to buy pd.-up additions			
		☐ Left at interest ☐ One year term-bal. left at interest			
13. Premiums payable: ☒ Annually ☐ Semiannually ☐ Quarterly		17. Premiums payable: ☐ Annually ☐ Semiannually ☐ Quarterly		18. Send premium notices on Health to:	
Monthly: ☐ Regular ☐ ABC ☐ PRD ☐ Gov. Allot.		Monthly: ☐ Regular ☐ ABC ☐ PRD		☐ Residence Address ☐ Business Address	
14. Send premium notices on Life to:		18. Send premium notices on Health to:			
☒ Residence Address ☐ Business Address ☐ Owner		☐ Residence Address ☐ Business Address			

19. To be completed for both Life and Principal Sum Benefit, if applicable.
Beneficiary who will receive proceeds upon death of the insured, unless changed by the Owner.
(List full name, relationship, and birthdate. If no relationship, give address.)

[REDACTED]

Contingent Beneficiary, if any [REDACTED]

20. If Owner of the Policy is to be other than Proposed Insured, state:

Owner's Name Mailing Address

Relationship to Proposed Insured Social Security Number

Contingent Owner Relationship to Proposed Insured

If Proposed Insured is a minor, will policy ownership pass as a gift to Proposed Insured at age 21? ☐ Yes ☐ No (Unless amended by Owner, policy ownership will pass automatically to Proposed Insured on prior death of Owner and any Contingent Owner named above.)

21. State here any special requests indicating Life or Health.

25,000 Other Insured Rider on Insured, John T. Warehime, 8-1-42.

a. Amount of Life Insurance in Force					b. Amount of Disability Income Insurance in Force			
Company	Yr. of Issue	Plan	Current Amount	Accidental Death	Company	Accidental Death	Monthly Indemnity	Benefit Period
AA	78	WL	7500.	D				

c. Amount of Hospital, Surgical, and Major Medical Insurance in Force			
Company	Hospital	Surgical	Major Medical
Group			

Will any existing life (including paid-up additions), health, or annuity contracts be lapsed, surrendered, reissued, or converted (to reduce amount, premium, or period of coverage-including surrender options) if the proposed policy is issued? ☒ Yes ☐ No

Will proposed policy be financed by loans from this or any other policy? ☐ Yes ☒ No

Details (Furnish complete name of issuing company; rating, if not standard; and if Health Insurance being replaced, include date of termination.)

23 + 24) Currently applying for 75000 Sec. Conn. Term.

Items 24a. thru f. refer to Proposed Insured (AND Applicant if Payer Benefits requested).

as any person on whom insurance is applied for in this application:	Yes	No	Details - Specify Person
ever been declined, postponed, rated, or charged an extra premium for Life or Health insurance or offered a policy different from that applied for, or been refused reinstatement or renewal of Life or Health insurance?	☐	☒	This pol. will replace Sec. Conn. has not been issued yet.
any application for any other Life or Health insurance now pending or contemplated?	☒	☐	
ever received or claimed indemnity, benefits, or a pension for any injury, sickness, or impaired condition?	☐	☒	
made, or does that person contemplate making, any flight as a pilot, student pilot, or member of the crew of any aircraft? (If "Yes", complete form 9689.)	☐	☒	
engaged in, or does that person contemplate engaging in, parachuting, hang gliding, vehicle racing, skin or scuba diving, or any hazardous sport or hobby? (If "Yes", complete appropriate questionnaire.)	☐	☒	
any intention of traveling or living outside the U.S.A. and Canada in the next 2 years?	☐	☒	

over questions 25 thru 34 only for life insurance on child under age 15 (also complete ownership question 20).

Applicant				26. Social Security Number			
Relationship to Child							
Residence Address (if different from No. 3)							
Applicant's Birthdate (Mo., Day, Yr.)		Age					
Birthplace							
Total amount of Life Insurance in force on the Applicant \$							
Child's Height ft.		ins.		Weight lbs.			
1. Is child now in good health? ☐ Yes ☐ No							
2. Is child normal in every way? ☐ Yes ☐ No							

33. Had child any birth injury or do you know of any congenital or hereditary abnormality, disease, or trait which may affect the child's future health? ☐ Yes ☐ No			
34. Regarding child, name below all causes for which a physician has been consulted in the last 5 years. (If none, say "None".)			
Disease, Injury, or Operation	Date	Result	Name and Address of Physicians

Items 35 thru 45 refer to Proposed Insured if age 15 or over, or to Applicant if Payer Benefits requested. May be omitted if medically examined.

a. Height ft.				ins.		Weight lbs.	
b. Weight gained in past year lbs.							
Weight lost in past year lbs.							
Cause							
Family Record		Living		Dead			
Age	State of Health	Age at Death	Cause of Death				
Father							
Mother							
Brothers and Sisters							
No. Living							
No. Dead							
37. Have any of your parents, brothers, or sisters ever had heart disease, diabetes, or mental illness?							
38. In the past 5 years, have you used:							
a. alcoholic beverages to excess or intoxication?							
b. barbiturates, sedatives, or tranquilizers habitually?							
c. L.S.D., marijuana, cocaine, or any amphetamine?							
d. heroin, morphine, or other narcotic drug?							
39. In the past 10 years, have you been treated for alcoholism or any drug habit?							
40. In the past 10 years, have you been in a hospital, clinic, sanatorium, or institution for examination, observation, diagnosis, operation, or treatment?							
41. In the past 5 years, have you had an X-ray, electrocardiogram, blood study, or other diagnostic test?							

Give complete information regarding Yes answers to questions 37 thru 45 under "Details" below. Specify conditions, severity, date, duration, frequency of attacks, aftereffects, and name and address of each doctor and of each hospital.

To the best of your knowledge and belief:	Yes	No	Details
1. In the past 10 years, have you had or been told that you had:			
a. dizziness, fainting spells, epilepsy, nervous breakdown, severe headaches, or any disease or disorder of the brain or nervous system?			
b. asthma, hay fever, chronic cough, spitting of blood, tuberculosis, or any disease or disorder of the lungs or respiratory system?			
c. high blood pressure, chest pain, shortness of breath, heart murmur, or any disease or disorder of the heart or circulatory system?			
d. any disease or disorder of the stomach, intestines or bowel, rectum, appendix, liver, or gall bladder?			
e. nephritis, kidney stone, any disease or disorder of the kidneys or bladder, or any tumor or disease of the prostate, testes, breast, uterus, ovaries, or complications of pregnancy?			
f. gout, arthritis, rheumatism, or any disease or disorder of the back, spine, bones, joints, or muscles?			
g. anemia, goiter, or any disease or disorder of the blood or glands?			
h. rheumatic fever, diabetes, or sugar, albumin, or blood in the urine?			
i. cancer, or a tumor or ulcer of any kind, or venereal disease?			
j. varicose veins, phlebitis, or a hernia of any kind?			
k. any disease or disorder of the eyes, ears, nose, or throat?			
a. have you now any abnormality, deformity, disease, or disorder?			
b. are you receiving treatment or taking medication of any kind?			
a. When did a physician or practitioner last examine, advise, or treat you?			
Name			
Address			
b. Give reason for not receiving treatment or taking medication of any kind?			
In the past 10 years, have you had or been told that you had:			
any physical condition or disease?			

The Proposed Insured and the Applicant, if other than the Proposed Insured, represent, each to the best of his or her knowledge and belief, that all statements and answers contained in this application, consisting of Parts One and Two (if such Part Two is required by the Company), are complete and true and expressly agree as follows:

1. Any policy issued as a result of this application shall together with this application constitute a single and entire contract of insurance. Only the President, a Vice President, the Secretary, or an Assistant Secretary of the Company may make a contract on its behalf. No waiver or modification of a contract provision or of any of the Company's rights or requirements shall be binding upon the Company unless it is in writing signed by one of such officers. NEITHER THE AGENT WHOSE SIGNATURE APPEARS BELOW, NOR ANY OTHER AGENT OR BROKER, NOR ANY MEDICAL EXAMINER IS AUTHORIZED TO ACCEPT RISKS, PASS UPON INSURABILITY, MAKE OR MODIFY CONTRACTS, OR WAIVE ANY OF THE COMPANY'S RIGHTS OR REQUIREMENTS.

2. Any life insurance policy issued as a result of this application shall be owned by the Applicant or by such person or persons as may receive ownership from the Applicant. Any health insurance policy issued as a result of this application shall be owned by the Proposed Insured.

3. Any insurance approved by the Company for issue as a result of this application, unless effective prior to policy delivery in the manner specified in the conditional receipt attached to this application, shall be considered in force only when a policy shall have been issued by the Company and that policy manually received and accepted by the Applicant and the full first premium for that policy paid, and then only if, since completion of this application, no change shall have occurred in the health or in any other factor affecting the insurability of the Proposed Insured (and of the Applicant if Payor Benefits are applied for), all subject to the policy provision or provisions entitled "Not Contestable After Two Years", "Incontestable", or "Time Limit on Certain Defenses". If insurance (life insurance, accidental death benefits, and principal sum benefits under health insurance) becomes effective prior to policy delivery in the manner specified in the conditional receipt attached to this application, the amount of such insurance shall not exceed \$100,000.

4. With respect to life insurance applied for, the Company may amend this application by an appropriate notation in the space designated "Home Office Endorsement" in order to correct apparent errors or omissions and to conform it with any policy that may be issued. The acceptance of any life insurance policy issued as a result of this application shall constitute acceptance and ratification of any such amendments and of the beneficiary designation, ownership, and mode of payment of the proceeds in such policy. Any change in plan or amount of insurance, premium, classification of risk, or benefits will be made only upon written acceptance by the Applicant.

Witnessed at Wassoula, MT.

on the 25th day of Aug., 19 82

I hereby certify that I have truly and accurately recorded on this application the information supplied by the Applicant.

[Signature]
Signature of Agent

[Signature]
Signature of person applying for insurance (The Applicant)
(If Proposed Insured is Applicant, sign only on this line.)

Signature of Proposed Insured (if not Applicant)
(Child under 15 need not sign)

414302

RECEIPT DETACHED AT H.Q.



PLAN INFORMATION

PLEASE PRINT

To be made a supplement to Part One Application dated Aug 31st 82

Full Name of Proposed Insured

John T. Warehime

Date of Birth

[REDACTED]

LIFE INSURANCE

HEALTH INSURANCE

1. Rider ☐ Annual Dividends (Par) ☐ Nonpar

Plan _____ Amt. \$ _____

☐ _____ Yr. Renewable Term \$ _____

☐ Increasing Annual Renewable Term
_____ % Int. Rate \$ _____ Init. Amt.

☐ Level Premium Annual Renewable Term
\$ _____ Premium \$ _____ Init. Amt.

☐ _____ Yr. Decreasing Annual Renewable Term
_____ % Int. Rate \$ _____ Init. Amt.

☐ Single Premium Whole Life Amt. \$ _____

☒ Other Insured Rider 25,000

☐ _____ Units-Family Insurance to Spouse's age ☐ 55 ☐ 65

☐ _____ Units-Children's Insurance

☐ _____ Units-Guaranteed Insurability

☐ Waiver of Premium Benefit

☐ Accidental Death Benefit Amt. \$ _____

☐ Payor - Death and Dis.

☐ Payor - Death only

15. Plan _____ Mo. Ben. Amt. \$ _____
(For Pro-Add or Pro-Add-Adj. enter base policy 265 benefit;
For Flex-Pro include Rider Amt.)

☐ Contingent Added Protection Rider (CAP) \$ _____

☐ Initial Added Protection Rider (IAP) \$ _____

☐ Added Income 60 Rider (AI-60) \$ _____

☐ Options to Increase Amount of
Monthly Benefits Rider (OI) \$ _____

☐ Lifetime Monthly Benefit Rider \$ _____

☐ Increasing Benefit Rider _____ %

☐ Regular Occupation Rider (4A only)

☐ Accidental Death Benefit \$ _____

16a. Do you understand and agree that under the terms of the base plan of the policy applied for no Monthly Benefit is payable for the first _____ days of any period of disability? ☐ Yes

b. Are you eligible to receive: Yes No

Benefits under the Social Security Act? ☐ ☐

Worker's Compensation or similar "on the job" coverage? ☐ ☐

State Cash Sickness Benefits? ☐ ☐
(in those states where applies)

17. Premiums payable: ☐ Annually ☐ Semiannually ☐ Quarterly
Monthly: ☐ Regular ☐ ABC ☐ PRD
Premiums paid by: ☐ Individual Insured
☐ Employer of Insured (Entire premium is paid by the employer and is not being deducted from Insured's salary)

12. Is Automatic Premium Loan Provision to be in effect? ☐ Yes ☐ No

13. If Annual Dividends, indicate dividend option desired
☐ Paid in cash ☐ One year term-full amount
☐ Reduce premiums ☐ One year term-bal. to reduce premiums
☐ Paid-up additions ☐ One year term-bal. to buy pd.-up additions
☐ Left at interest ☐ One year term-bal. left at interest
☐ Econolife ☐ 12-SPWL additions
☐ 14-Econo-SPWL ☐ 13-one year term-bal. to buy SPWL add'ns.

14. Premiums payable: ☐ Annually ☐ Semiannually ☐ Quarterly
Monthly: ☐ Regular ☐ ABC ☐ PRD ☐ Gov. Allot.

Signed at Missouri, Mo.
6th day of Aug., 19 82

John T. Warehime
Signature of person applying for insurance (The Applicant)
(If Proposed Insured is Applicant, sign only on this line.)

[Signature]
Signature of Agent

Signature of Proposed Insured (if not Applicant)
(Child under 15 need not sign)



Every question must be asked by the Medical Examiner and the answers recorded in ink in the Examiner's own handwriting. Please print names and addresses. The Proposed Insured must sign in the Examiner's presence. Examinations must be made in private.

Part Two of Application

1. Full Name of Proposed Insured <u>Warshawsky, John</u>					2. a. Birthdate <u>[REDACTED]</u>		b. Age <u>[REDACTED]</u>																																			
3. For how much insurance are you applying?					6. a. Have you smoked one or more cigarettes within the last 12 months?																																					
					b. Have you been a cigarette smoker within the past 10 years?																																					
<table border="1"> <thead> <tr> <th rowspan="2">Family Record</th> <th colspan="2">Living</th> <th colspan="2">Dead</th> </tr> <tr> <th>Age</th> <th>State of Health</th> <th>Age at Death</th> <th>Cause of Death</th> </tr> </thead> <tbody> <tr> <td>Father</td> <td>71</td> <td>gd</td> <td></td> <td></td> </tr> <tr> <td>Mother</td> <td>63</td> <td>gd</td> <td></td> <td></td> </tr> <tr> <td>Brothers and Sisters</td> <td>23</td> <td></td> <td></td> <td></td> </tr> <tr> <td>No. Living</td> <td>41</td> <td></td> <td></td> <td></td> </tr> <tr> <td>No. Dead</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>					Family Record	Living		Dead		Age	State of Health	Age at Death	Cause of Death	Father	71	gd			Mother	63	gd			Brothers and Sisters	23				No. Living	41				No. Dead					7. Have you ever received compensation for sickness or injury or been deferred or discharged from military service for physical reasons?			
Family Record	Living		Dead																																							
	Age	State of Health	Age at Death	Cause of Death																																						
Father	71	gd																																								
Mother	63	gd																																								
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9. Have any of your parents, brothers, or sisters ever had heart disease, diabetes, or mental illness?					9. In the past 10 years, have you been treated for alcoholism or any drug habit?																																					
Yes ☐ No ☒																																										

Give complete information regarding "Yes" answers to questions 5 thru 16, under "Details" below. Specify conditions, severity, date, duration, frequency of attacks, aftereffects, and name and address of each doctor and of each hospital.

1. In the past 5 years, have you been in a hospital, clinic, sanatorium, or institution for examination, observation, diagnosis, operation, or treatment?

2. In the past 5 years, have you had an X-ray, electrocardiogram, blood study, or other diagnostic test?

To the best of your knowledge and belief:

3. In the past 10 years, have you had or been told you had:

- dizziness, fainting spells, epilepsy, nervous breakdown, severe headaches, or any disease or disorder of the brain or nervous system?
- asthma, hay fever, chronic cough, spitting of blood, tuberculosis, or any disease or disorder of the lungs or respiratory system?
- high blood pressure, chest pain, shortness of breath, heart murmur, or any disease or disorder of the heart or circulatory system?
- any disease or disorder of the stomach, intestines or bowel, rectum, appendix, liver, or gall bladder?
- nephritis, kidney stone, any disease or disorder of the kidneys or bladder, or any tumor or disease of the prostate, testes, breast, uterus, ovaries, or complications of pregnancy?
- gout, arthritis, rheumatism, or any disease or disorder of the back, spine, bones, joints, or muscles?
- anemia, goiter, or any disease or disorder of the blood or glands?
- rheumatic fever, diabetes, or sugar, albumin, or blood in the urine?
- cancer, or a tumor or ulcer of any kind, or venereal disease?
- varicose veins, phlebitis, or a hernia of any kind?
- any disease or disorder of the eyes, ears, nose, or throat?

4. a. have you now any abnormality, deformity, disease, or disorder?

b. are you receiving treatment or taking medication of any kind?

5. a. When did a physician or practitioner last examine, advise, or treat you?

Name [REDACTED]

Address [REDACTED]

b. Give re [REDACTED]

6. In the past 5 years, have you consulted or been treated or examined by any physician or practitioner (a) not named above?

(b) for any cause not recorded above?

7. Have you lost 10 or more pounds during past 12 months? (give amount)

I hereby agree that the above questions and answers shall form Part Two of my pending application for insurance, and also of any subsequent application by me for insurance in this Company, unless I then undergo another medical examination which by its terms is made a part of such application, and of subsequent applications.

Dated at Missoula (City) MT (State) this 30 day of August, 19 82

Witness Mary Jean Marone P.M.E. John T. Warshawsky

Medical Examiner Signature of Proposed Insured (Applicant if Proposed Insured is under 15)

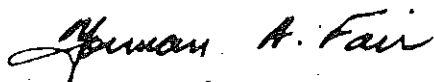
Executive Office: 2021 Midwest Road • Oak Brook, Illinois 60521

We agree to pay the Death Benefit to the Beneficiary after receipt of proof of the death of the Insured while this policy is in force and before the Maturity Date.

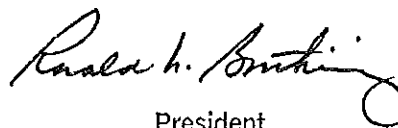
We agree to pay the cash value to the Owner if the Insured is living on the Maturity Date.

Right to Examine Policy. The policy may be returned, within 20 days after its receipt, to the insurance agent through whom it was purchased or to our Home Office. If the policy is so returned, it will be deemed void from the Policy Date, and we will refund the premium paid.

This policy is issued as of its Policy Date and accepted subject to the terms set forth on the following pages, which are made a part of the policy. We issued this policy in consideration of the application and the payment of premiums as provided.



Secretary



President

Adjustable Life Insurance Policy — Cash Value Payable at Maturity

Death Benefit payable at death prior to Maturity Date

Cash Value payable on Maturity Date

Adjustable Death Benefit — Flexible Premiums payable during
lifetime of Insured until the Maturity Date

Nonparticipating



Principal Office Address: P.O. Box 1284, Harrisburg, Pennsylvania 17108
Executive Office Address: 2021 Midwest Road, Oakbrook, Illinois 60521
(Please address any inquiries to the Executive Office)

Monthly Expense Charges:
\$25.00 per month; first twelve policy months only.

Percentage of Premium Expense Charges:
2.5% of all premiums.

Policy Loan Rate: 7.0 Percent

POLICY SCHEDULE

ADJUSTABLE LIFE POLICY - ENDOWMENT - MATURING AT AGE 95

Policy Number:	45244	Insured:	KATHLEEN A. MURPHY
Policy Date:	June 1, 1984	Maturity Date:	June 1, 2037
Monthly Anniversary Date:	1	Initial Premium:	\$34.75
Class:	Standard Non-Smoker	Planned Periodic Premium:	\$34.75
Sex:	Female Age: 42	Payable:	Special Monthly
Insured's Specified Amount of		\$25,000.00 does include the Cash Value.	

**TABLE OF GUARANTEED
MAXIMUM INSURANCE RATES
STANDARD RATE CLASSIFICATION**

Monthly Cost of Insurance				Single Premium Endowment at 95 (Future Purchase Option and Settlement Option E)			
Attained Age	Rate Per \$1,000	Attained Age	Rate Per \$1,000	Attained Age	Rate Per \$1,000	Attained Age	Rate Per \$1,000
0	\$.36926	50	\$.72664	0	\$ 95.87	50	\$429.57
1	.13669	51	.79505	1	95.70	51	441.89
2	.12419	52	.86931	2	98.05	52	454.36
3	.11918	53	.95025	3	100.63	53	466.98
4	.11459	54	1.03830	4	103.38	54	479.73
5	.11043	55	1.13470	5	106.28	55	492.61
6	.10669	56	1.24073	6	109.35	56	505.59
7	.10376	57	1.35719	7	112.59	57	518.65
8	.10167	58	1.48455	8	115.99	58	531.78
9	.10084	59	1.62403	9	119.56	59	544.96
10	.10168	60	1.77650	10	123.28	60	558.16
11	.10376	61	1.94238	11	127.15	61	571.37
12	.10751	62	2.12333	12	131.15	62	584.56
13	.11293	63	2.32107	13	135.28	63	597.71
14	.11876	64	2.53768	14	139.53	64	610.80
15	.12502	65	2.77608	15	143.89	65	623.81
16	.13168	66	3.03928	16	148.37	66	636.69
17	.13793	67	3.32978	17	152.96	67	649.41
18	.14294	68	3.64685	18	157.69	68	661.92
19	.14710	69	3.98676	19	162.56	69	674.19
20	.15086	70	4.34500	20	167.59	70	686.21
21	.15377	71	4.71692	21	172.80	71	697.98
22	.15627	72	5.09967	22	178.20	72	709.53
23	.15836	73	5.49760	23	183.79	73	720.92
24	.16002	74	5.92258	24	189.61	74	732.19
25	.16211	75	6.38757	25	195.65	75	743.34
26	.16461	76	6.90619	26	201.92	76	754.37
27	.16752	77	7.49028	27	208.43	77	765.22
28	.17127	78	8.14300	28	215.19	78	775.83
29	.17544	79	8.85700	29	222.20	79	786.13
30	.18003	80	9.62445	30	229.47	80	796.10
31	.18503	81	10.43681	31	237.00	81	805.72
32	.19045	82	11.28617	32	244.80	82	815.02
33	.19671	83	12.17113	33	252.89	83	824.06
34	.20462	84	13.09630	34	261.26	84	832.91
35	.21463	85	14.06747	35	269.92	85	841.66
36	.22671	86	15.09034	36	278.86	86	850.43
37	.24213	87	16.17587	37	288.07	87	859.36
38	.26088	88	17.34343	38	297.56	88	868.64
39	.28256	89	18.62108	39	307.29	89	878.54
40	.30716	90	20.04580	40	317.27	90	889.42
41	.33384	91	21.66244	41	327.48	91	901.85
42	.36260	92	23.52590	42	337.93	92	916.75
43	.39386	93	25.69963	43	348.61	93	935.68
44	.42806	94	28.33894	44	359.53	94	961.55
45	.46600	95	31.87147	45	370.68		
46	.50810			46	382.06		
47	.55482			47	393.64		
48	.60653			48	405.43		
49	.66366			49	417.41		

Children's Benefit Rider Monthly Cost of Insurance Rate per \$1,000.00: \$.5000.

PREMIUM, GRACE PERIOD AND REINSTATEMENT PROVISIONS

Payment of Premiums. The Initial Premium is due on the Policy Date and is payable in advance. The amounts and frequency of Planned Periodic Premium payments are shown in the Policy Schedule. Policy anniversaries occur annually and are computed from the Policy Date.

The policy will not take effect until it has been delivered and the Initial Premium has been paid prior to death and prior to any change in health as shown in the application.

The Initial Premium is payable at the Executive Office or to an authorized agent. All other premiums are payable at our Executive Office. Receipts will be furnished upon request.

Changes in frequency and increases or decreases in amount of Planned Periodic Premium payments may be made by the Owner. We reserve the right to limit the amount of any increase. We will send premium payment reminder notices to the Owner on written request. The notices may be sent annually, semi-annually or quarterly. Planned Periodic Premium payments of \$25.00 or more may be made on a monthly basis under our special payment facility.

Additional premium payments may be made at any time during the continuance of this policy. We reserve the right to limit the number and amount of addi-

tional premium payments.

Grace Period. A grace period of 61 days will be granted for the payment of a premium sufficient to cover the monthly deduction described in the Non-forfeiture Provisions section. Notice of such premium will be mailed to the last known address of the Owner. If such premium is not paid within the grace period, all coverage under the policy will terminate without value at the end of the 61 day period. If a death occurs during the grace period, any overdue monthly deductions will be deducted from the proceeds.

Reinstatement. If this policy terminates, as provided in the grace period section, it may be reinstated at any time within five years after the date of termination and prior to the Maturity Date. The reinstatement is subject to:

1. receipt of evidence of insurability satisfactory to us;
2. payment of a minimum premium sufficient to keep the policy in force for two months; and
3. payment or reinstatement of any indebtedness against the policy, increased by 6% loan interest.

The effective date of a reinstatement shall be the Monthly Anniversary Day that falls on or next follows the date the application for reinstatement is approved by us.

OWNERSHIP, ASSIGNMENT AND BENEFICIARY PROVISIONS

Owner. While the Insured is alive, all rights in this policy belong to the Owner. All of the Owner's rights in this policy belong to the estate of the Owner if the Owner dies before the Insured. Owner means the Owner identified in the application or a successor in interest.

Change of Owner. The Owner may transfer all ownership rights and privileges to a new Owner only in writing on a form satisfactory to us. The change will be effective when recorded by us. Any payment made or any action taken or allowed by us before the change in ownership is recorded will be without prejudice to us. Unless provided otherwise, a change in ownership will not affect the interest of any Beneficiary.

Assignment. We will not be affected by any assignment of the policy until the assignment, in a form satisfactory to us, is filed with us. We do not assume responsibility for the validity or sufficiency of any assignment. The interest of any Beneficiary will be

subject to the rights of any assignee of record.

Beneficiary. The Beneficiary on the Policy Date will be as designated in the application. Unless provided otherwise, the interest of any Beneficiary who dies before the person insured will vest in the Owner or the Owner's estate.

Change of Beneficiary. A new Beneficiary may be named from time to time. A request for change of Beneficiary must be in writing on a form satisfactory to us and filed with us. The request must be signed by the Owner and any irrevocable Beneficiary.

A change of Beneficiary will not take effect until recorded in writing by us. When a change of Beneficiary has been so recorded, whether or not the person insured is then alive, it will take effect as of the date the request was signed. Any payment made or any action taken or allowed by us before the change of Beneficiary is recorded will be without prejudice to us.

GENERAL PROVISIONS

The Policy. The policy and the application for the policy constitute the entire contract between the parties. All statements made in an application will, in the

absence of fraud, be deemed representations and not warranties. No statement will be used in defense of a claim under the policy unless it is contained in an

application, or supplemental application, or application for reinstatement and a copy of such application is attached to the policy when issued or made a part of the policy when a change in insurance coverage or reinstatement became effective.

No modification of this policy shall be binding on us unless in writing and made by our President, Vice President, Secretary or Assistant Secretary.

Inquiries may be directed to our Principal Office or Executive Office.

Nonparticipation. This policy is issued at guaranteed nonparticipating cost of insurance rates and will not share in our profits or surplus earnings. We will pay no dividends on this policy.

Proceeds. Proceeds means the amount payable: (1) on the Maturity Date; (2) on the surrender of this policy; or (3) after the death of an insured person.

The proceeds payable on the death of the Insured shall be the Insured's Death Benefit, less any indebtedness. The proceeds payable on the death of any person insured by rider shall be as provided in the rider. If the policy is surrendered the proceeds shall be the cash value, less any indebtedness. On the Maturity Date the proceeds shall be any cash value, less any indebtedness. The proceeds are subject to any adjustments provided in the Error in Age or Sex; Incontestability and Suicide sections.

Payment of Proceeds. The proceeds are subject first to any indebtedness to us and then to the interest of any assignee of record. However, unless otherwise provided, the Death Benefit of any person insured by rider shall not be subject to any indebtedness to us. Payments to satisfy any indebtedness to us and any assignee shall each be paid in one sum. Unless an Optional Method of Settlement is elected, the balance of any Death Benefit shall be paid in one sum to the designated Beneficiary. If no Beneficiary survives, the proceeds shall be paid in one sum to the Owner, if living; otherwise to the estate of the Owner. Unless an Optional Method of Settlement is elected, any proceeds payable on the Maturity Date or upon surrender of this policy shall be paid to the Owner in one sum.

Error in Age or Sex. If there is an error in the age or sex of the Insured or any person insured by rider, the proceeds payable shall be adjusted by the difference of the monthly deductions made and the monthly deductions which should have been made, accumulated at the interest rates that were credited to the cash value. The monthly deduction is described in the Nonforfeiture Provisions section.

Suicide. If the Insured commits suicide while sane or insane within two years from the Policy Date, the total liability shall be the premiums paid prior to death, less any indebtedness, less any prior partial surrenders and less the costs of any riders.

If the Insured commits suicide while sane or insane within two years from the effective date of any increase in insurance or any reinstatement, the total liability with respect to such increase or reinstatement shall be its cost.

Incontestability. This policy shall be incontestable after it has been in force for two years during the lifetime of the Insured.

Any increase in coverage effective after the Policy Date or any reinstatement shall be incontestable only after such increase or reinstatement has been in force during the lifetime of the Insured for two years from its effective date.

Annual Report. We shall send a report to the Owner, at least once each year, which shows the current cash value, premiums paid and all charges since the last report and outstanding policy loans.

Effective Date of Coverage. The effective date of coverage under this policy shall be as follows:

1. The Policy Date shall be the effective date for all coverage provided in the original application.
2. For any increase or addition to coverage, the effective date shall be the Monthly Anniversary Day that falls on or next follows the date we approve the supplemental application.
3. For any insurance that has been reinstated, the effective date shall be the Monthly Anniversary Day that falls on or next follows the date we approve the application for reinstatement.

Interest Before Settlement. If the proceeds are not paid in one sum or under an Optional Method of Settlement within 30 days after they become payable, or the time provided by law, whichever is less, we will pay interest on the unpaid proceeds. Interest will accrue from the date the proceeds are payable to the date of payment, but not for more than one year, at a yearly rate of $3\frac{1}{2}$ percent, or the rate and time provided by law, whichever is greater.

Termination. All coverage under this policy shall terminate when any one of the following events occur:

1. The Owner requests that coverage terminate.
2. The Insured dies.
3. The policy matures.
4. The grace period ends.
5. The policy is surrendered.

INSURANCE COVERAGE PROVISIONS

Death Benefit. Subject to the provisions of this policy, the Insured's Death Benefit at any time prior to the Maturity Date shall be as follows:

1. If the Insured's Specified Amount includes the cash value, as shown in the Policy Schedule, the Insured's Death Benefit at any time shall equal the greater of (a) or (b) where:
 - (a) is the Insured's Specified Amount.
 - (b) is the cash value plus \$10,000.
2. If the Insured's Specified Amount is in addition to the cash value, as shown in the Policy Schedule, the Insured's Death Benefit at any time shall be equal to the then cash value plus the Insured's Specified Amount.

Change in Type of Coverage. The Owner, by written request, may change between sections 1 and 2 of the Death Benefit provision, effective on the Monthly Anniversary Day that falls on or next follows receipt of such request, subject to the following:

- (a) If the change is from section 1 to section 2, the Insured's Specified Amount after such change shall be equal to the Insured's Specified Amount prior to such change, less the cash value on the date of change.
- (b) If the change is from section 2 to section 1, the Insured's Specified Amount after such change shall be equal to the Insured's Specified Amount prior to such change plus the cash value on the date of change.

Changes in Insurance Coverage. At any time after the first policy anniversary, insurance coverage may be increased or decreased by written request from the Owner to change the Insured's Specified Amount, subject to the following conditions:

1. Any decrease will become effective on the Monthly Anniversary Day that falls on or next follows receipt of request. Any such decrease shall reduce insurance in the following order:
 - a. against insurance provided by the most recent increase;
 - b. against the next most recent increases successively; and
 - c. against insurance provided under the original application.
2. The Insured's Specified Amount in effect after any requested decrease must be at least as great as \$10,000.
3. Any request for an increase, other than as a Future Purchase Option, must be applied for on a supplemental application. Such increase shall be subject to evidence of insurability satisfactory to us. An increase shall also be subject to the sufficiency of the cash value, less any indebtedness, to cover the next monthly deduction. Any increase will become effective on the effective date shown on the

supplemental Policy Schedule.

Application for Additional Insurance. Additional insurance on the life of the Insured's spouse or child or other persons may be applied for by supplemental application. Approval of the additional insurance shall be subject to evidence of insurability satisfactory to us. Additional insurance shall also be subject to the sufficiency of the cash value, less any indebtedness, to cover the next monthly deduction. Such new insurance will be provided by rider and will become effective on the effective date shown in the supplemental Policy Schedule.

Exchange: The Owner may, after 31 days written notice, exchange this policy without evidence of insurability for a new policy on any plan of insurance, except term insurance, issued by us at the time of exchange. This policy must be surrendered. The amount of insurance on the new policy may be for any amount up to, but not more than, (a), plus (b), less (c), where:

- (a) is the current amount of the Insured's Death Benefit under this policy.
- (b) is the cash value of the new policy on the date of exchange.
- (c) is the then current cash value of this policy.

All plans of insurance available for exchange are subject to plan requirements. Such new policy will be effective on the date of termination of this policy.

Future Purchase Option. The Owner may surrender this policy and apply the proceeds to purchase Single Premium Endowment at 95 insurance coverage on the Insured, under either Option 1 or Option 2, subject to the following:

1. Under Option 1, the Option Date is the policy anniversary following the Insured's 65th birthday. Written notice of election of Option 1 must be received by us at least 2 years prior to the Option Date.
2. Under Option 2, the Option Date may be any date between the policy anniversary following the Insured's 55th birthday and the policy anniversary following the Insured's 65th birthday. Written notice of election of Option 2 must be received by us at least 30 days prior to the Option Date elected and must include proof that group life insurance coverage on the Insured has terminated or been reduced within 60 days prior to the Option Date elected.
3. The amount of Single Premium Endowment at 95 insurance that may be purchased without evidence of insurability shall be calculated as (a), plus (b), plus (c), less (d), where:
 - (a) is the lesser of:
 - (i) one-half the Insured's Specified Amount;
 - or

- (ii) \$50,000; or
 - (iii) under Option 2, the amount of group life insurance coverage on the Insured within 60 days prior to the Option Date elected. This amount will be reduced by any amounts of such coverage continued by the exercise of any conversion rights under that group coverage.
 - (b) is the current amount of the Insured's Death Benefit under the policy.
 - (c) is the amount applied as a Single Premium for the new policy.
 - (d) is the then current cash value of this policy.
4. A larger amount of Single Premium Endowment at 95 coverage will be issued only upon submission of evidence of insurability satisfactory to us.
5. The date of issue of the new policy will be the Option Date; the new policy will take effect only if the Insured is living on the Option Date.
6. The Single Premium for the new policy will be based on the single premium rates then in effect, as determined by us. The single premium rates will not be greater than those shown in the Table of Guaranteed Maximum Insurance Rates, based on the Insured's sex and age last birthday on the date of issue of the new policy.
7. This Future Purchase Option will terminate the earliest of the following dates:
- (a) the date a new policy is issued under either Option 1 or Option 2; or
 - (b) the policy anniversary following the Insured's 65th birthday, if the Owner has not exercised the Future Purchase Option; or
 - (c) the date the policy terminates; or
 - (d) the date the policy is continued under an optional method of settlement.

NONFORFEITURE PROVISIONS

Net Premium. A net premium is the premium paid, less the percentage of premium expense charge shown on the Policy Schedule.

Cash Value. On each Monthly Anniversary Day the cash value shall be calculated as (a), plus (b), minus (c), plus (d), where:

- (a) is the cash value on the preceding Monthly Anniversary Day.
- (b) is all net premiums received since the preceding Monthly Anniversary Day.
- (c) is the monthly deduction for the month preceding the Monthly Anniversary Day.
- (d) is one month's interest on the result of item (a) less item (c).

On any day other than a Monthly Anniversary Day, the cash value shall be calculated as (e), plus (f), minus (g), where:

- (e) is the cash value as of the preceding Monthly Anniversary Day.
- (f) is all net premiums received since the preceding Monthly Anniversary Day.
- (g) is the monthly deduction for the month following the preceding Monthly Anniversary Day.

The cash value on the Policy Date shall be the Initial Net Premium.

Monthly Deduction. The monthly deduction shall be calculated as (h), plus (i), where:

- (h) is the cost of insurance (as described below) plus the cost of additional benefits provided by rider.

- (i) is the monthly expense charge shown on the Policy Schedule. This charge applies only to the first twelve policy months.

Interest Rate. The guaranteed interest rate applied in the calculation of the cash value is .32737 percent per month, compounded monthly. This is equal to 4 percent per year compounded yearly. Interest in excess of the guaranteed rate may be applied in the calculation of cash values at such increased rates and in such manner as determined by us.

Cost of Insurance. The cost of insurance is determined on a monthly basis. The cost of insurance is determined separately for each Specified Amount.

The cost of insurance for the Insured is calculated as (a), multiplied by the result of (b) minus (c), where:

- (a) is the cost of insurance rate as described in the Cost of Insurance Rates section.
- (b) is the Insured's Death Benefit at the beginning of the policy month divided by 1.0032737.
- (c) is the cash value at the beginning of the policy month.

If the cash value is included in the Specified Amount and there have been increases in the Death Benefit, then the cash value shall be first considered a part of the initial Specified Amount. If the cash value exceeds the initial Specified Amount, it shall then be considered a part of additional Specified Amounts resulting from increases in the order of the increases.

Cost of Insurance Rates. The monthly cost of insurance rate is based on the sex, attained age, and rating class of the person insured. Attained age means age

last birthday on the prior policy anniversary. Monthly cost of insurance rates will be determined by us from time to time based on our expectations as to future mortality experience. However, the cost of insurance rates will not be greater than those shown in the Table of Guaranteed Maximum Insurance Rates.

The guaranteed cost of insurance rates are based on the 1958 CSO Mortality Table, Age Last Birthday.

Insufficient Cash Value. If the cash value less any indebtedness on the last day of any month is not sufficient to cover the monthly deduction for the next month, the policy shall terminate subject to the Grace Period section. Any deduction for the cost of insurance after termination of insurance shall not be considered a reinstatement of this policy or a waiver by us of the termination. Any such deduction shall be credited to the cash value as of the date of deduction.

Basis of Computations. Minimum cash values and reserves are based on the 1958 CSO Mortality Table, Age Last Birthday, with interest at 4 percent per year compounded yearly. Reserves are calculated using a modified preliminary term method, but are not less than CRVM reserves. Cash values are at least equal to those required on the Policy Date by the state in which this policy was delivered. Where required, a detailed statement of the method of computation of cash values and reserves under this policy has been filed with the insurance department of the state in which this policy was delivered.

Continuation of Insurance. In the event Planned Periodic Premium payments are not continued, insurance coverage under this policy and any benefits provided by rider will be continued in force.

Such coverage shall be continued until the cash value, less indebtedness, is insufficient to cover the monthly

deduction, as provided in the Grace Period section. This provision shall not continue the policy beyond the Maturity Date nor continue any rider beyond the date for its termination, as provided in the rider.

Surrender and Surrender Value. This policy may be surrendered at any time during the lifetime of the Insured upon written request by the Owner to us. The amount payable on surrender of this policy shall be the cash value, less any indebtedness, on the date of surrender. The surrender value will be paid in cash or under an elected Optional Method of Settlement.

If surrender is requested under this section within 30 days of a policy anniversary, the cash value shall not be less than the cash value on that anniversary, less any partial surrenders made on or after such anniversary.

If this policy is surrendered, coverage shall terminate as of the next Monthly Anniversary Day. We reserve the right to defer the payment of the surrender value for the period permitted by law, but not for more than six months.

Partial Surrender. A partial surrender of this policy may be made at any time during the lifetime of the Insured, by written request of the Owner. The partial surrender may be any amount not to exceed the current cash value, less any indebtedness.

When a partial surrender is made, the amount of the partial surrender will be deducted from the cash value. The Insured's Death Benefit shall be reduced by the amount of the partial surrender.

A fee of \$25.00 shall be deducted from each partial surrender amount. We reserve the right to defer a partial surrender for the period permitted by law, but not for more than six months.

LOAN PROVISIONS

Cash Loans. During the continuance of this policy, we will grant a loan against the policy provided: (a) a written loan agreement is executed; and (b) a satisfactory assignment of the policy to us is made. The policy will be the sole security for the loan. The amount of the loan with interest may not exceed the cash value, less any indebtedness, as of the date of the policy loan. We reserve the right to defer a loan for the period permitted by law, but not for more than six months.

Loan Interest. Interest on any loan will be at the Policy Loan Rate shown in the Policy Schedule, payable annually in advance, except for any period

for which we may charge interest at a lower Policy Loan Rate. We will give at least 30 days written notice to the Owner and to any assignee of record of any change in the Policy Loan Rate.

Interest not paid when due will then be added to the loan and bear interest at the same rate.

If at any time the total indebtedness against the policy, including interest, equals or exceeds the then cash value, the policy will become void, but not until 61 days after notice has been mailed to the last known addresses of the Insured, the Owner, and the assignee of record, if any.

OPTIONAL METHODS OF SETTLEMENT

Upon written request, we will apply all or part of the net proceeds that may be payable under the policy in accordance with any one of the options below. Such options will be available only with our consent if:

1. The proceeds to be settled under any option are \$2,500 or less;
2. Any installment or interest payment is \$25 or less; or

3. Any payee is a corporation, partnership, association, trustee or assignee.

Before the death of an insured person, the request shall be made by the Owner. If an Optional Method of Settlement is not in effect at the death of an insured person, the request may then be made by the Beneficiary. Option E is available only while the Insured is alive.

Option A: Annuity Certain. We will pay a definite number of equal installments. The first installment will be payable on the date proceeds are settled under the option. The amount of each installment will be determined from the Option A Table. The Option A Table is based on a guaranteed interest rate of 4 percent per year compounded yearly.

Option B: Life Annuity with Certain Period. We will pay a definite number of equal monthly installments, and will pay as long thereafter as the payee lives. The first installment will be payable on the date proceeds are settled under the option. The amount of each installment will be determined from the Option B Table based on the payee's sex and settlement age. The settlement age shown in the Option B Table will be the payee's age last birthday on the date the first installment is paid. The Option B Table is based on a guaranteed interest rate of 4 percent per year compounded yearly.

Option C: As a Deposit at Interest. We will retain the proceeds while the payee is alive and will pay interest yearly at a rate of not less than 4 percent per year.

Option D: Installments Until Proceeds are Exhausted. We will pay installments of specified amounts until the proceeds with any interest are exhausted. The first installment will be payable on the date proceeds are settled under the option. The installment amounts must be at least \$120 per year per \$1,000 of proceeds retained. Interest will be payable at a rate of not less than 4 percent per year compounded yearly.

Option E: Single Premium Endowment at 95. The Owner may surrender this policy at any time during the lifetime of the Insured and before the Insured's 95th birthday and apply the proceeds to purchase Single Premium Endowment at 95 insurance coverage on the Insured, subject to the following:

1. Written request for such coverage must be made to us.
2. The amount of Single Premium Endowment at 95 insurance that may be purchased without

evidence of insurability shall be calculated as (a), plus (b), less (c), where:

- (a) is the current amount of the Insured's Death Benefit under this policy.
- (b) is the amount applied as a Single Premium for the new policy.
- (c) is the then current cash value of this policy.

3. A larger amount of Single Premium Endowment at 95 coverage will be issued only upon submission of evidence of insurability satisfactory to us.
4. The date of issue of the new policy will be the date that the Insured's coverage under this policy terminates.
5. The Single Premium for the new policy will be based on the single premium rates then in effect, as determined by us. The single premium rates will not be greater than those shown in the Table of Guaranteed Maximum Insurance Rates, based on the Insured's sex and age last birthday on the date of issue of the new policy.

Additional Options. Any proceeds payable under the policy may also be settled under any other method of settlement offered by us at the time of the request.

Excess Interest. Excess interest as determined by us may be paid or credited from time to time in addition to the payments guaranteed under any Optional Method of Settlement.

Proof Payee is Alive. Prior to making any payment under an income option we shall have the right to require proof satisfactory to us that the payee is alive on the due date of each payment. In such case the payment shall not be due until we have received the proof required.

Proof of Age. Prior to making any payment under Option B, we shall require proof satisfactory to us of the payee's sex and date of birth.

Death of Payee. On the death of the last payee, unless otherwise provided in the election or by subsequent beneficiary designation, we shall pay in one sum to such payee's estate any unpaid sum left with us under Options C or D, plus any unpaid interest. The commuted value of any remaining unpaid installments that are certain to be paid under Options A or B shall be paid in one sum to the payee's estate. The commuted value shall be on the basis of 4 percent per year compounded yearly.

Optional Methods of Settlement (Continued)
Amount of Installment For Each \$1,000 of Proceeds Applied

Option A Table**Option B Table**

Number of years payable	Amount of monthly installment	Settlement age of payee last birthday	For Males			For Females		
			Number of monthly installments certain			Number of monthly installments certain		
			120	180	240	120	180	240
1	\$84.84	10*	\$3.58	\$3.58	\$3.58	\$3.51	\$3.51	\$3.51
2	43.25	11	3.60	3.59	3.59	3.52	3.52	3.52
3	29.40	12	3.61	3.61	3.60	3.53	3.53	3.53
4	22.47	13	3.62	3.62	3.62	3.54	3.54	3.54
5	18.32	14	3.64	3.64	3.63	3.55	3.55	3.55
6	15.56	15	3.65	3.65	3.65	3.57	3.57	3.56
7	13.59	16	3.67	3.67	3.66	3.58	3.58	3.58
8	12.12	17	3.69	3.68	3.68	3.59	3.59	3.59
9	10.97	18	3.71	3.70	3.70	3.61	3.60	3.60
10	10.06	19	3.72	3.72	3.71	3.62	3.62	3.62
11	9.31	20	3.74	3.74	3.73	3.64	3.63	3.63
12	8.69	21	3.76	3.76	3.75	3.65	3.65	3.65
13	8.17	22	3.78	3.78	3.77	3.67	3.67	3.66
14	7.72	23	3.81	3.80	3.79	3.68	3.68	3.68
15	7.34	24	3.83	3.82	3.82	3.70	3.70	3.70
16	7.00	25	3.85	3.85	3.84	3.72	3.72	3.71
17	6.71	26	3.88	3.87	3.86	3.74	3.74	3.73
18	6.44	27	3.91	3.90	3.89	3.76	3.76	3.75
19	6.21	28	3.93	3.93	3.91	3.78	3.78	3.77
20	6.00	29	3.96	3.96	3.94	3.81	3.80	3.79
21	5.81	30	3.99	3.99	3.97	3.83	3.82	3.82
22	5.64	31	4.03	4.02	4.00	3.85	3.85	3.84
23	5.49	32	4.06	4.05	4.03	3.88	3.87	3.87
24	5.35	33	4.10	4.08	4.06	3.91	3.90	3.89
25	5.22	34	4.13	4.12	4.10	3.94	3.93	3.92
		35	4.17	4.16	4.13	3.97	3.96	3.95
		36	4.22	4.20	4.17	4.00	3.99	3.98
		37	4.26	4.24	4.20	4.03	4.02	4.01
		38	4.31	4.28	4.24	4.07	4.06	4.04
		39	4.35	4.33	4.28	4.10	4.09	4.07
		40	4.40	4.37	4.32	4.14	4.13	4.11
		41	4.46	4.42	4.37	4.18	4.17	4.14
		42	4.51	4.47	4.41	4.22	4.21	4.18
		43	4.57	4.52	4.46	4.27	4.25	4.22
		44	4.63	4.58	4.50	4.32	4.29	4.26
		45	4.69	4.63	4.55	4.36	4.34	4.31
		46	4.76	4.69	4.60	4.42	4.39	4.35
		47	4.83	4.75	4.65	4.47	4.44	4.40
		48	4.90	4.81	4.70	4.53	4.50	4.44
		49	4.97	4.88	4.75	4.59	4.55	4.49

*Ages 10 and under.

Option B Table
(Continued)

Settlement age of payee last birthday	For Males			For Females		
	Number of monthly installments certain			Number of monthly installments certain		
	120	180	240	120	180	240
50	\$5.05	\$4.94	\$4.81	\$4.65	\$4.61	\$4.55
51	5.12	5.01	4.86	4.72	4.67	4.60
52	5.21	5.08	4.92	4.79	4.74	4.66
53	5.29	5.16	4.98	4.87	4.80	4.72
54	5.38	5.23	5.03	4.94	4.87	4.78
55	5.48	5.31	5.09	5.03	4.95	4.84
56	5.58	5.39	5.15	5.11	5.02	4.90
57	5.68	5.47	5.21	5.20	5.10	4.97
58	5.79	5.56	5.27	5.30	5.19	5.03
59	5.90	5.64	5.33	5.40	5.28	5.10
60	6.02	5.73	5.39	5.51	5.37	5.17
61	6.14	5.83	5.45	5.62	5.46	5.24
62	6.27	5.92	5.50	5.74	5.56	5.31
63	6.41	6.01	5.56	5.86	5.66	5.38
64	6.55	6.11	5.61	6.00	5.77	5.44
65	6.70	6.21	5.66	6.14	5.87	5.51
66	6.85	6.30	5.71	6.29	5.98	5.57
67	7.01	6.40	5.75	6.45	6.10	5.63
68	7.17	6.49	5.79	6.62	6.21	5.69
69	7.34	6.58	5.83	6.80	6.32	5.74
70	7.51	6.67	5.87	6.98	6.43	5.78
71	7.69	6.76	5.89	7.18	6.54	5.82
72	7.87	6.84	5.92	7.37	6.64	5.86
73	8.05	6.91	5.94	7.58	6.74	5.89
74	8.23	6.98	5.96	7.78	6.83	5.91
75	8.41	7.05	5.97	7.99	6.91	5.93
76	8.58	7.11	5.98	8.20	6.98	5.95
77	8.76	7.16	5.99	8.40	7.05	5.96
78	8.92	7.20	5.99	8.59	7.10	5.97
79	9.08	7.23	6.00	8.78	7.15	5.98
80	9.23	7.26	6.00	8.96	7.19	5.99
81	9.37	7.28	6.00	9.12	7.22	5.99
82	9.50	7.30	6.00	9.26	7.25	5.99
83	9.62	7.31	6.00	9.39	7.27	6.00
84#	9.72	7.32	6.00	9.50	7.28	6.00

#Ages 84 and over.

PART 1 OF APPLICATION TO FIRST PENN-PACIFIC LIFE INSURANCE COMPANY

1a. Proposed Insured <i>Kathleen A. Murphy</i> Full First Name Middle Initial Last Name			1b. Sex ☐ M ☒ F		2a. Plan of Insurance PREMIERE		2b. Specified Amount \$25,000		
1c. Date of Birth <i>4/</i> Mo./Day/Yr.		1d. Age <i>42</i>		1e. Place of Birth <i>Chicago</i>		1f. Soc. Sec. No. [REDACTED]		2c. Type of Coverage ☒ Basic ☐ Basic Plus Cash Value	
2d. Riders/Benefits									

3. Children's Term Rider:		Number of units		Age Last Birthday		Sex		Place of Birth	
Name		Date of Birth		M		F			
				☐		☐			
				☐		☐			
				☐		☐			

Children: Coverage applies only to current and future children of the Proposed Insured who are between 15 days and 21 years of age. Each unit is \$1,000 for each covered child, with a minimum of 2 units and a maximum of 10 units.

4. Residence of Proposed Insured [REDACTED] [REDACTED] Number and Street [REDACTED] City [REDACTED] State [REDACTED] Zip Code				6. a. Planned Periodic Premiums			
5. Applicant (Owner) if different than Proposed Insured Name and Relationship Number and Street City State Zip Code Soc. Sec. No. or Tax I.D. No.				☐ Annual \$			
				☐ Semi-Annual \$			
				☐ Quarterly \$			
				☒ PAC ☐ Gov't Allot. \$ 34.75			
				☐ None			
				b. Additional Premium (Amount in excess of planned periodic premium) \$			
				Total Initial Premium (a. plus b.) \$			
				Amount Submitted with Application \$ 69.50			
				Send Planned Periodic Payment Notices.			
				☐ Yes ☐ Proposed Insured			
				☐ No If "Yes" ☐ Applicant (Owner)			
				☐ Other			

7. Beneficiary (print full name and relationship)				
Primary: [REDACTED]				
Contingent: [REDACTED]				

8. Insurance in force on Proposed Insured:				
Name of Company	Year of Issue	Medical or Non-Medical	Amount of Insurance	Amount of Accidental Death

9. a. Do you smoke cigarettes? (If yes, how many daily?)		10. Employer (Proposed Insured):	
b. Have you discontinued smoking cigarettes? (If yes, when and why?)		a. Name <i>Little Flower School</i>	
Give details to yes answers in No. 13.		b. Address <i>1821 W. 80th St. Chicago, IL 60620</i>	
		c. Occupation and duties <i>Teacher</i>	

11. Has the Proposed Insured or Child listed in 3 above:		Yes	No
a. ever been declined, postponed, rated or offered a policy other than as applied for? (if yes, explain in No. 13)		☐	☒
b. ever participated in a sport or avocation such as racing, sky diving, hang gliding, scuba or skin diving? (if yes, complete No. 2 of 1A)		☐	☒
c. piloted an airplane within the past 5 years or have any intention of becoming a pilot? (if yes, complete question No. 1 of part 1A)		☐	☒

12. Will the policy applied for replace or change any life insurance or annuity in force? If yes, complete the required State comparison forms.		☐	☒
---	--	--------------------------	-------------------------------------

13. Explanations or additional instructions:	
<i>Effective 6-1-84 Withdrawal from PAC should be made on the 15th of each month</i>	

PART II OF APPLICATION TO FIRST PENN-PACIFIC LIFE INSURANCE COMPANY — HEALTH STATEMENT

Complete the section for any Proposed Insured(s) even if they will be medically examined.

1. The answers to the following questions apply to:

- a. ☒ Proposed Insured
 b. ☐ Children of Proposed Insured

2. a. Name and address of your personal physician (if none, so state):

b. Date and reason last consulted:

3. Proposed Insured: (not to be completed for children)

- a. Height: _____
 b. Weight lost in past 12 months: _____ lbs.
 Reason: _____

4. During the past 5 years has any Proposed Insured(s):

- a. Had an X-ray, electrocardiogram or any laboratory tests?
 b. Had clinic, hospital or sanatorium treatment?
 c. Had or been advised to have a surgical operation?
 d. Been treated for alcoholism or drug usage?

5. Has any Proposed Insured(s) been told or ever had:

- a. Nervousness, insanity, loss of consciousness, convulsions, or paralysis?
 b. Tuberculosis, asthma, or respiratory disease?
 c. Heart disease, shortness of breath, palpitation, chest pain, high or abnormal blood pressure?
 d. Ulcer, gall bladder disorder, diabetes, jaundice, chronic diarrhea, or digestive disorder?
 e. Renal colic, gravel or stone; bladder or kidney disorder, disease or disorder of reproductive organs?
 f. Physical impairments, loss of limb, loss of eye or impaired eyesight, impaired hearing, cancer, tumor, goiter or gout?

Has the Proposed Insured(s) within the last 5 years consulted, been examined or treated by any physician or practitioner for reason(s) not stated in other answers?

To the best of your knowledge and belief, are you, the Proposed Insured(s), free from physical deformity and defect?

8. Details to "Yes" answers — Questions 4 through 6

In Reply To Question	Name of Person	Illness or Nature of Complaint	Date of Onset	Date of Recovery	Doctor's Name & Address

The Proposed Insured(s) declares that all statements and answers on Part I, IA, II and III are true and complete to the best of their knowledge. It is agreed that all statements and answers in Parts I, IA, II and III are made a part of this application. If accepted by the Company this application and the policy applied for shall constitute the entire insurance contract.

Liability shall not be incurred until the Company determines that the application on each Proposed Insured(s) is approved, the policy issued and accepted by the Owner, the initial premium paid during the continued lifetime of each Proposed Insured(s); and that the statements and answers in Part I, IA, II and III have remained as recorded. The insurance shall then be effective as of the policy date.

Acceptance of the policy ratifies any correction or addition noted by the Company in the application under "Home Office Endorsement Only;" except, that changes in amounts, age at issue, classification of risk or type of plan shall not be effective unless agreed to in writing.

The Proposed Insured(s) acknowledges that he has read and understands this application including the modifying provisions of the Conditional Receipt.

The Proposed Insured(s) understands and agrees that the monthly cost of life insurance and the monthly cost of any additional benefits applied for will be deducted from the cash value of the policy.

The Proposed Insured(s) hereby authorizes any licensed physician, medical practitioner, hospital, clinic or other medical or medically related facility, insurance company, the Medical Information Bureau or other organization, institution or person, that has any records or knowledge of me or my health, to give to First Penn-Pacific Life Insurance Company or its reinsurers any such information.

The Proposed Insured(s) also acknowledges receipt of the notices required by the Federal Fair Credit Reporting Act and Medical Information Bureau. A photographic copy of this authorization/acknowledgement shall be as valid as the original.

Signed at Pales Heights, IL

(City)

(State)

Date 5 20 84

(Month)

(Day)

(Year)

James J. Quinn
 Witness — Agent

For Home Office Endorsements Only

Kathleen A. Murphy
 Signature of Proposed Insured

Signature of Applicant (Owner). If applicant is corporation or partnership, print name of company on line above

Signature and Title of Officer Signing for Applicant Company

No 0189432

PART IA OF APPLICATION TO FIRST PENN-PACIFIC LIFE INSURANCE COMPANY

1. Aviation questionnaire: NOTE — Each Proposed Insured must complete separate questionnaire form.

a. Name of Proposed Insured to whom answers apply: _____

b. Flights made as a pilot (in command), co-pilot, student pilot, or crew member	Estimate of Flying During the Next Year	Past Flying	
	Number of Hours	Last 12 Months Number of Hours	1 to 2 Years Ago Number of Hours
1) Commercial (flying for pay) scheduled passenger airline			
Employer owned aircraft for employee transportation			
Other freight carrying or passenger service			
Crop dusting or test piloting			
Student instructor			
2) Noncommercial (not flying for pay) pleasure			
Personal Business Transportation			
Instructions as Student			
3) Military — Regular			
Reserve			
Student			
4) Other than above, explain under #f			

c. If rateable for aviation, would the Proposed Insured prefer an Aviation Exclusion Rider? Yes ☐ No ☐

d. Type of license (i.e. student, private, commercial) _____

e. Rating(s) (i.e. ATR, IFR, etc.) _____

f. Remarks: _____

2. Special risk questionnaire: NOTE — Each Proposed Insured must complete separate questionnaire form.

a. Name of Proposed Insured to whom answers apply: _____

Scuba diving: Depth of dives _____ Number of times per year _____ Name of club _____

Parachuting: Jumps per year _____ Total number of jumps _____ Name of club _____

Racing: Type of vehicle _____ Type of racing _____ Number of races per year _____

Other: Give details _____

Signed at _____ (City) _____ (State) _____ Date _____ (Month) _____ (Day) _____ (Year)

Witness - Agent

Signature of Proposed Insured

AGENTS REPORT: The degree of service which the Company is able to render the Agent and the Applicant/Owner will be largely determined by the completeness and accuracy with which the following questions are answered:

Agent entitled to commission	Commission Instructions	1. Name of Proposed Insured(s) being medically examined:
James O'Brien HH14 001	100%	
Name _____ Agent No. _____		
Name _____ Agent No. _____		2. Proposed Insured's estimated worth. \$ _____ Monthly Income \$ _____
Agency Name _____ Agency No. _____		3. Will insurance applied for replace or change any life insurance or annuities? . . . Yes ☐ No ☒

I declare that the answers given in this application are complete and accurate to the best of my knowledge and belief, that I have asked and carefully explained each question before recording each answer prior to the application being signed, that I have no personal knowledge of any other factors which may have an effect on the Proposed Insured(s) insurability; and that the special notice regarding the Medical Information Bureau and the Federal Fair Credit Reporting Act was given to the Proposed Insured(s).

Date 5 - 21 - 84
(Month) (Day) (Year)James J. O'Brien
Signature of Agent



CLIENT SERVICE REQUEST

POLICY# 45244 PRIMARY INSURED: Kathleen Murphy DATE: _____

☐ CHANGE ADDRESS TO:

☐ CHANGE BILLING TO:

new amount

effective

- ☐ ANNUAL
☐ SEMI-ANNUAL
☐ QUARTERLY

- *☐ PRE-AUTHORIZED CHECK
*☐ MILITARY ALLOTMENT
☐ DISCONTINUE SENDING
PREMIUM REMINDERS

*Enclose a PAC card & voided check or military allotment form. \$ _____ enclosed.

RECEIVED

JUL 22 1985

City _____ State _____ Zip _____

☐ CHANGE TYPE OF COVERAGE TO:

☐ BASIC

☐ BASIC PLUS CASH VALUE

☐ CHANGE OF BENEFICIARY — I hereby revoke all previous beneficiary designations and all prior methods-of-settlement requests and agreements, if any, and elect to change the beneficiary of the above-referenced policy on the life of:

Kathleen A. Murphy
Primary Beneficiary:

to Primary

☐ CHANGE OF OWNER — I hereby assign, transfer and set over the above-referenced policy to:

Print Name

New Policyowner Signature

Address

Tax I.D. #

(hereafter called assignee) as the separate property and estate of the Assignee with the right to exercise all rights, benefits, privileges, and if any, to change the beneficiary, to assign the policy, and to agree with First Penn-Pacific Life Insurance Company as to any release, modification or amendment to the policy. (Note: In recording the Change of Owner, First Penn-Pacific Life Insurance Company assumes no responsibility for its validity or legal effect.)

☐ DECLARATION OF LOST POLICY / DUPLICATE POLICY REQUEST — I hereby certify that the above-referenced policy issued by First Penn-Pacific Life Insurance Company has been lost or destroyed under the following circumstances:

and that no person(s), partnership, corporation or other entity has any claim or interest in said policy or its benefits by virtue of any gift, sale, assignment, pledge, property settlement, divorce or other court action. Based on the foregoing statements, I hereby request issuance of a duplicate policy or that First Penn-Pacific Life Insurance Company grant the benefits under the policy, and agree to indemnify and hold harmless First Penn-Pacific Life Insurance Company from any and all losses which it may incur as a result of granting this request. It is further agreed that if the original policy is found, the duplicate policy will be returned to the Home Office. This indemnification will be binding on my heirs, executors, administrators, successors and assignees.

☐ OTHER REQUEST:

I UNDERSTAND that the requested service will not become effective until the request is received, approved and recorded at the Home Office of First Penn-Pacific Life Insurance Company. Dated at ALSI IL
City State

Witness Why? I am mentally
Competent

Date

Date

Kathleen G. Murphy
Policyowner(s) Kathleen Murphy

Assignee (if any)

CLIENT SERVICE REQUEST

POLICY# 045244 PRIMARY INSURED: Kathleen A. Murphy DATE: 4-16-90

☐ **CHANGE ADDRESS TO:**

 City State Zip

☐ **CHANGE BILLING TO:**

new amount effective

- ☐ ANNUAL ☒ PRE-AUTHORIZED PAYMENT
☐ SEMI-ANNUAL ☒ MILITARY ALLOTMENT
☐ QUARTERLY ☐ DISCONTINUE SENDING PREMIUM REMINDERS

*Enclose a PAC Form & voided check or military allotment form. \$ _____ enclosed.

☐ **CHANGE TYPE OF COVERAGE TO:**

☐ Option 1 (BASIC)

☐ Option 2 (BASIC PLUS CASH VALUE)

☐ **CHANGE OF BENEFICIARY** — I hereby revoke all previous beneficiary designations and all prior methods-of-settlement requests and agreements, if any, and elect to change the beneficiary of the above-referenced policy on the life of:

to:

* **Primary Beneficiary:**

Name (See other side)
 Name _____
 Address _____
 Relationship _____ Date of Birth _____

Contingent Beneficiary:

Name _____
 Name _____
 Address _____
 Relationship _____ Date of Birth _____

☐ **CHANGE OF OWNER** — I hereby assign, transfer and set over all rights, titles, interests and incidents of ownership in the above-referenced policy to:

Print Name

New Policyowner Signature

Address

Tax I.D. #

(hereafter called assignee) as the separate property and estate of the Assignee with the right to exercise all rights, benefits, privileges, and if any, to change the beneficiary, to assign the policy, and to agree with First Penn-Pacific Life Insurance Company as to any release, modification or amendment to the policy. (Note: In recording the Change of Owner, First Penn-Pacific Life Insurance Company assumes no responsibility for its validity or legal effect.)

☐ **DECLARATION OF LOST POLICY / DUPLICATE POLICY REQUEST** — I hereby certify that the above-referenced policy issued by First Penn-Pacific Life Insurance Company has been lost or destroyed under the following circumstances:

and that no person(s), partnership, corporation or other entity has any claim or interest in said policy or its benefits by virtue of any gift, sale, assignment, pledge, property settlement, divorce or other court action. Based on the foregoing statements, I hereby request issuance of a duplicate policy or that First Penn-Pacific Life Insurance Company grant the benefits under the policy, and agree to indemnify and hold harmless First Penn-Pacific Life Insurance Company from any and all losses which it may incur as a result of granting this request. It is further agreed that if the original policy is found, the duplicate policy will be returned to the Home Office. This indemnification will be binding on my heirs, executors, administrators, successors and assignees.

☒ **OTHER REQUEST:** Three equal benefactors.

I UNDERSTAND that the requested service will not become effective until the request is received, approved and recorded at the Home Office of First Penn-Pacific Life Insurance Company. Dated at _____

City

State

Witness

Date

Kathleen A. Murphy
 Policyowner(s)

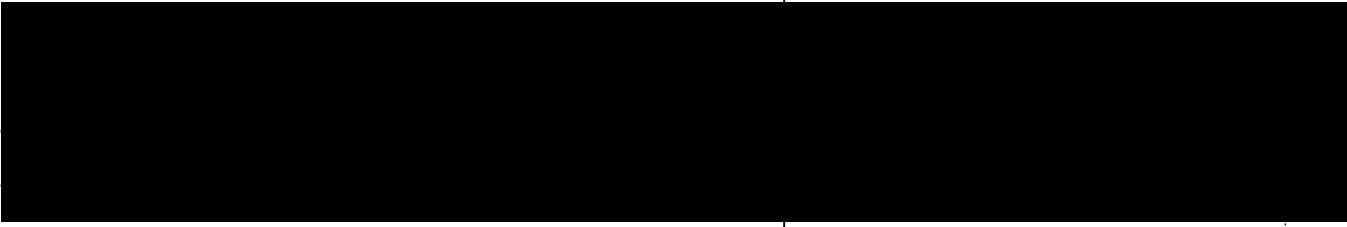
Witness

Date

Assignee (if any)

1801 South Meyers Road • Oakbrook Terrace, Illinois 60181-5214 • (708) 495-3336

Effective as of this date I'd like my policy to have three equal benefactors.



If one of these proceeds me in death the other two share policy equally. If two proceed me in death the remaining one is the sole benefactor.

Kathleen A. Murphy

**CLIENT SERVICE REQUEST**

POLICY# 045244 PRIMARY INSURED: Kathleen A. Murphy DATE 1-11-93

☒ **CHANGE ADDRESS TO:**

340 Teaberry Dr.
Marquette, Tenn.
City State Zip 37801

☐ **CHANGE BILLING TO:** new amount effective

- ☐ ANNUAL
☐ SEMI-ANNUAL
☐ QUARTERLY

- ☐ PRE-AUTHORIZED PAYMENT
☐ MILITARY ALLOTMENT
☐ DISCONTINUE SENDING PREMIUM REMINDERS

*Enclose a PAC Form & voided check or military allotment form. \$ _____ enclosed.

☐ **CHANGE TYPE OF COVERAGE TO:**☐ **Option 1 (BASIC)**☐ **Option 2 (BASIC PLUS CASH VALUE)**

☒ **CHANGE OF BENEFICIARY** — I hereby revoke all previous beneficiary designations and all prior methods-of-settlement requests and agreements, if any, and elect to change the beneficiary of the above-referenced policy on the life of:

Primary Beneficiary:

[Redacted]
Relationship _____ Date of Birth _____

Contingent Beneficiary:

[Redacted]
Address _____
Relationship _____ Date of Birth _____

Relationship

Date of Birth

Relationship

Date of Birth

☐ **CHANGE OF OWNER** — I hereby assign, transfer and set over all rights, titles, interests and incidents of ownership in the above-referenced policy to:

SRV JAN18'9310:58

Print Name

New Policyowner Signature

Tax I.D. #

Address

(hereafter called assignee) as the separate property and estate of the Assignee with the right to exercise all rights, benefits, privileges, and if any, to change the beneficiary, to assign the policy, and to agree with First Penn-Pacific Life Insurance Company as to any release, modification or amendment to the policy. (Note: In recording the Change of Owner, First Penn-Pacific Life Insurance Company assumes no responsibility for its validity or legal effect.)

☐ **DECLARATION OF LOST POLICY / DUPLICATE POLICY REQUEST** — I hereby certify that the above-referenced policy issued by First Penn-Pacific Life Insurance Company has been lost or destroyed under the following circumstances:

SRV JAN28'9310:17

and that no person(s), partnership, corporation or other entity has any claim or interest in said policy or its benefits by virtue of any gift, sale, assignment, pledge, property settlement, divorce or other court action. Based on the foregoing statements, I hereby request issuance of a duplicate policy or that First Penn-Pacific Life Insurance Company grant the benefits under the policy, and agree to indemnify and hold harmless First Penn-Pacific Life Insurance Company from any and all losses which it may incur as a result of granting this request. It is further agreed that if the original policy is found, the duplicate policy will be returned to the Home Office. This indemnification will be binding on my heirs, executors, administrators, successors and assignees.

☐ **OTHER REQUEST:**

I UNDERSTAND that the requested service will not become effective until the request is received, approved and recorded at the Home Office of First Penn-Pacific Life Insurance Company. Dated at _____ City _____ State _____

Witness

Date

Policyowner(s)

Witness

Date

Assignee (if any)

1801 South Meyers Road • Oakbrook Terrace, Illinois 60181-5214 • (708) 495-3336

**CLIENT SERVICE REQUEST**POLICY # 045244 PRIMARY INSURED: Kathleen A. Murphy DATE 3-27-99☐ **CHANGE ADDRESS TO:**☐ **CHANGE BILLING TO:**

new amount

effective

☐ ANNUAL☐ PRE-AUTHORIZED PAYMENT☐ SEMI-ANNUAL☐ MILITARY ALLOTMENT☐ QUARTERLY☐ DISCONTINUE SENDING
PREMIUM REMINDERS

*Enclose a PAC Form & voided check or military allotment form. \$ _____ enclosed.

☐ **CHANGE TYPE OF COVERAGE TO:**☐ **Option 1 (BASIC)**☐ **Option 2 (BASIC PLUS CASH VALUE)**☒ **CHANGE OF BENEFICIARY** — I hereby revoke all previous beneficiary designations and all prior methods-of-settlement requests and agreements, if any, and elect to change the beneficiary of the above-referenced policy on the life of:Kathleen A. Murphy to:
Primary Beneficiary:**Contingent Beneficiary:**

Name

Name

Address

Relationship

Date of Birth

☐ **CHANGE OF OWNER** — I hereby assign, transfer and set over all rights, titles, interests and incidents of ownership in the above-referenced policy to:

SRV MAR30'99 10:52

Print Name

New Policyowner Signature

Address

Tax I.D. #

(hereafter called assignee) as the separate property and estate of the Assignee with the right to exercise all rights, benefits, privileges, and if any, to change the beneficiary, to assign the policy, and to agree with First Penn-Pacific Life Insurance Company as to any release, modification or amendment to the policy. (Note: In recording the Change of Owner, First Penn-Pacific Life Insurance Company assumes no responsibility for its validity or legal effect.)

☐ **DECLARATION OF LOST POLICY / DUPLICATE POLICY REQUEST** — I hereby certify that the above-referenced policy issued by First Penn-Pacific Life Insurance Company has been lost or destroyed under the following circumstances:

and that no person(s), partnership, corporation or other entity has any claim or interest in said policy or its benefits by virtue of any gift, sale, assignment, pledge, property settlement, divorce or other court action. Based on the foregoing statements, I hereby request issuance of a duplicate policy or that First Penn-Pacific Life Insurance Company grant the benefits under the policy, and agree to indemnify and hold harmless First Penn-Pacific Life Insurance Company from any and all losses which it may incur as a result of granting this request. It is further agreed that if the original policy is found, the duplicate policy will be returned to the Home Office. This indemnification will be binding on my heirs, executors, administrators, successors and assignees.

☐ **OTHER REQUEST:****I UNDERSTAND** that the requested service will not become effective until the request is received, approved and recorded at the Home Office of First Penn-Pacific Life Insurance Company. Dated at Maryville Tennessee
City StateKathleen A. Murphy
Witness3-27-99
DatePolicyowner
Policyowner(s)Marilyn McKenies
Witness3-27-99
Date

Assignee (if any)

1801 South Meyers Road • Oakbrook Terrace, Illinois 60181-5214 • (630) 495-3336



Customer Service Contact Information

PO Box 21008
Greensboro, NC 27420-1008
Toll Free: 1-800-487-1485
Fax: 336-335-2054
www.LincolnFinancial.com

BENEFICIARY CHANGE FOR LIFE POLICY**GENERAL INFORMATION** (To avoid processing delay, type or print clearly.)

This section must be completed.

See page 4 for required signature(s) and paperwork if applicable.

Policy/Certificate No.: 045244 Issued by (the Company): First Penn PacificInsured's Name: Kathleen Ann MurphyOwner(s) Name: Kathleen Ann MurphyOwner(s) Social Security Number/TIN: [REDACTED]Owner(s) Address: [REDACTED]City, State, Zip: Marquette, TN 37804Daytime Telephone No.: [REDACTED] Email Address: [REDACTED]☐ Check here if new address**INSTRUCTIONS**

Almost all beneficiary changes can be requested by using this form. However, if there is any question concerning the completion of the request or if a beneficiary designation is desired which cannot be requested on this form, contact your local representative or Agency which services your policy.

1. Complete a separate request for change of beneficiary for each policy to be changed, unless the owner and all information is the same for all policies.
2. A form which has been altered or on which there has been an erasure cannot be accepted unless the alteration or erasure is initialed by the policyowner.
3. This form is to be forwarded to the Company. A confirmation of the beneficiary change will be sent to you for your records.
4. This form is not to be used to elect an Optional Method of Settlement.
5. **Irrevocable Beneficiaries:** An irrevocable beneficiary is a designation that cannot be changed without the irrevocable beneficiary's written consent. It is also a designation that for **any** change (i.e. withdrawal, ownership change, etc.) to the policy/contract, we will **require** the irrevocable beneficiary to sign and date the request. If you are naming an irrevocable beneficiary, contact our office for instructions.

6. **Beneficiary Classes (unless otherwise specified in the designation):****PRIMARY** or the first person(s)/entity(ies) in line to receive the death proceeds after the insured is deceased.**CONTINGENT** or the second or subsequent person(s)/entity(ies) in line to receive the death proceeds after the insured is deceased and no surviving primary beneficiary(ies).**SECOND CONTINGENT** or the third or subsequent person(s)/entity(ies) in line to receive the death proceeds after the insured is deceased and no surviving primary or contingent beneficiary(ies).**BENEFICIARY DESIGNATION**

Designations given in dollar amounts will not be accepted. However, designations given in percentages or fractions equal to 100% will be accepted.

If joint beneficiaries are named in any of the three classes (Primary, Contingent, or Second Contingent), the proceeds are to be paid equally to the survivors unless otherwise stated.

If you are adding beneficiaries but not changing existing beneficiaries, you must restate all existing beneficiaries.

Change beneficiaries on: (select one)

- | | |
|---|---|
| ☐ Base policy | ☐ Children term rider(s) |
| ☐ Primary Insured Rider | ☐ First to die rider |
| ☒ Other Insured rider--on the life of the _____ | ☐ Last to die rider |

If you do not select one of the options, we will automatically change the beneficiaries on the base policy and the primary insured rider (if applicable).

For Trust and Custodian Designations see page 3. If no fractions or percentages are given, proceeds will be paid equally to the survivor or survivors, if any in the class (ie: primary, contingent, or second contingent).

PRIMARY BENEFICIARY

Full Name* (Individual or Company)	Complete Mailing Address*	Telephone Number*	Date of Birth*	Relationship to Insured*	SSN or TIN*	Percentage/ Fraction of Proceeds

*Required Fields

CONTINGENT BENEFICIARY

Full Name* (Individual or Company)	Complete Mailing Address*	Telephone Number*	Date of Birth*	Relationship to Insured*	SSN or TIN*	Percentage/ Fraction of Proceeds

SECOND CONTINGENT BENEFICIARY

Full Name* (Individual or Company)	Complete Mailing Address*	Telephone Number*	Date of Birth*	Relationship to Insured*	SSN or TIN*	Percentage/ Fraction of Proceeds

*Required Fields

*This information is requested to assist us in identifying and contacting your beneficiary(ies) in the event of a claim/distribution and ensure benefits are paid out appropriately. State regulations may require benefits be paid to the State if the beneficiary cannot be located in a timely manner.

Signature(s) required on page 4.

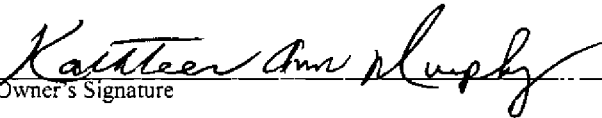
AUTHORIZATIONS AND SIGNATURES

Please sign and date below.

SIGNATURE REQUIREMENTS

Owner	Signature(s) Required
Individual(s)	Policy Owner(s)
Corporation, Bank or Financial Institution	Signature of one officer with title, and a corporate resolution which names all officers authorized to sign on behalf of the corporation; or two officers signatures, with title, without corporate resolution.
Conservator or POA	Signature of Conservator or POA with title. We require Letter of Conservatorship along with court order designating conservator/guardian or copy of the POA document to be on file. If POA is dated more than 3 years, we require an affidavit to accompany the request. Signature Example: John Doe, POA for Jane Doe.
Trust	Signature of all Trustee(s) with title as authorized by the required trust documentation. We require the title pages (which indicate the full name of the trust with the date of trust along with the trustee names) and signatory pages of trust.
Partnership or LLC	We require one general/managing partner signature with title and a copy of the Partnership agreement for Partnerships OR one managing member's signature with title and a copy of the operating agreement for LLCs.
Custodian/Minor	We require court order - "Letter of Guardianship" or UGMA or UTMA paperwork. (If the custodian designation was completed on page 3, additional paperwork is not required.)
Signed by a "X"	If signor is unable to sign and must sign with an "X," we require signature be notarized.
Stamped signatures	We will not knowingly accept a stamped signature.
All other interested parties	Contact customer service to verify signature(s) needed.

If you are signing the form in any capacity other than an individual an appropriate title is required.**A witness signature of a disinterested party is required in the state of Massachusetts.*


 Owner's Signature

12-03-12
 Date

Kathleen Ann Murphy
 Name (print or type)

MS.
 *Title

Owner's Signature

Date

Name (print or type)

*Title

Other Required Signature (if applicable)

Date

Name (print or type)

*Title

Witness Signature (Massachusetts only)**

Date

DUPLICATE

Policy Number 4810907

Insured JAMES E REID

Initial Specified Amount \$750,000

Date of Issue FEBRUARY 1, 2000

Lincoln Life & Annuity Company of New York

A Stock Company

Home Office Location: 120 Madison Street, Suite 1700
Syracuse, New York 13202

Administrator Mailing Address: Lincoln Life & Annuity Company of New York
350 Church Street
Hartford, CT 06103-1106

The Company agrees to pay the death benefit to the Beneficiary upon receipt of due proof of the Insured's death during the continuance of the policy. The Company further agrees to pay the surrender value to the Owner on the Coverage Date provided the Insured is then alive.

Right to Examine This Policy. The policy may be returned to the insurance agent through whom it was purchased or to the Company at the administrator mailing address located above within 45 days of the date the application is signed by the Owner or within 10 days after receipt of the policy, (60 days after its receipt where required by law for policies issued in replacement of other insurance), whichever is later. During this period, the premium paid will be placed in the Fixed Account, and if the policy is so returned, it will be deemed void from the Date of Issue and the Company will refund all premium paid. If the policy is not returned during the right-to-examine period, the premium payment will be processed as set forth in the "Allocation of Premium Payments" provision.

ALL BENEFITS AND VALUES PROVIDED BY THIS POLICY WHEN BASED ON THE INVESTMENT EXPERIENCE OF THE VARIABLE ACCOUNT ARE VARIABLE AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT.

The death benefit amount on the Date of Issue equals the Initial Specified Amount of the policy. Thereafter, the death benefit may vary under the conditions described under the "Insurance Coverage Provisions". The duration of coverage is variable and may increase or decrease when based on the investment experience of the Variable Account.

The policy is issued and accepted subject to the terms set forth on the following pages, which are made a part of the policy. In consideration of the application and the payment of premiums as provided, this policy is executed by the Company as of its Date of Issue.



PRESIDENT

Registrar

Flexible Premium Variable Life Insurance Policy

Variable life insurance payable in the event of death before the Coverage Date.

Surrender Value payable on the Coverage Date

Flexible premiums payable to Coverage Date or prior death of the Insured.

Non-participating. Investment results reflected in policy benefits.

LN615 NY LNY

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Followed by Optional Methods of Settlement and Any Riders

Note: Pages 4 and 6 are intentionally "blank".

Policy Specifications

Policy Number 4810907

Insured	JAMES E REID	Date of Issue	FEBRUARY 1, 2000
Initial Specified Amount	\$750,000	Issue Age	48
Minimum Specified Amount	\$100,000	Premium Class	STANDARD
Monthly Anniversary Day	01		

LN615 FLEXIBLE PREMIUM VARIABLE LIFE INSURANCE

Death Benefit: The Death Benefit Option initially elected under this policy is Death Benefit Option 2. (See "Insurance Coverage Provisions").

Premium Payments: Initial premium paid with application \$3,000.00
Planned Premium \$1,000.00
Additional premium payments may vary by frequency or amount.

Flat Extra: \$2.50 Per \$1000 to Age 68

Payment Mode: MONTHLY

Guaranteed Initial Death Benefit Premium: A payment of \$4,055.50 is due on or before each Monthly Anniversary Day during the first 5 Policy Years. If this premium is paid, it will prevent the policy from lapsing during these 5 Policy Years and will also guarantee a minimum death benefit equal to the Initial Specified Amount during that period, assuming there have been no loans or surrenders. All or a portion of the remaining monthly premiums can be paid in advance at any time. (For example, 12 times this amount could be paid at the beginning of a Policy Year to satisfy the requirements for that Policy Year). See "Minimum Premiums" provision. If premiums paid less any partial surrenders and policy loans exceed the minimum premium, the policy will not lapse during the first 5 policy years.

Note: This policy may terminate prior to the Coverage Date if actual premiums paid, interest credited and market performance are insufficient to maintain a positive surrender value to continue coverage to that date. The Coverage Date is the Policy Anniversary nearest the Insured's age 100.

Guideline Annual Premium Amount: \$16,378.15

Note: A separate Guideline Annual Premium Amount will apply to increases if any, in Specified Amount.

Limitson Allocationof Net Premium Payments: The minimum allocation percentage to the Fixed Account or a Variable Account Sub-Account is 10%. All allocations must be made in whole percentages and in aggregate must total 100%. Premium payments will be allocated net of the Premium Load specified in Schedule 2.

Limits on Transfers: Transfer(s) from the Fixed Account may only be made during the 30-day period following each Policy Anniversary and is (are) subject to a maximum aggregate annual limit which will be the lesser of (a) 25% of the Fixed Account Value as of that Policy Anniversary or (b) \$250,000.

Guaranteed Minimum Interest Rates: The interest rate used to credit interest on the Fixed Account Value may vary but will never be less than .010746% compounded daily (4% compounded yearly).

The interest rate used to credit interest on the Loan Account Value may vary but will never be less than the loan interest rate less 2% per year during Policy Years 1 through 10 and less 1% per year thereafter. (As of the Date of Issue, the difference between the loan interest rate charged and the interest rate credited on the Loan Account Value is 1% per year for Policy Years 1 through 10 and .25% per year thereafter.)

(Continued on Page 3.1)

Owner:

THE INSURED

Beneficiary:

LINDA P REID, WIFE, IF SURVIVING THE INSURED; OTHERWISE TRUSTEE(S) UNDER THE LAST WILL AND TESTAMENT OF THE INSURED.

IF SAID WILL IS REVOKED OR IS NOT ADMITTED TO PROBATE, THEN PAYMENT SHALL BE MADE TO THE EXECUTORS, ADMINISTRATORS OR ASSIGNS OF THE INSURED.

WAIVER OF MONTHLY DEDUCTION BENEFIT RIDER

Policy Specifications

Mortality and Expense Risk Charges. The guaranteed mortality and expense risk charge which is referenced on page 8 is a daily rate which is equivalent to .90% annually during Policy Years 1 through 12 and a daily rate which is equivalent to .65% annually during the 13th and later Policy Years. As of the Date of Issue of the policy, this charge is equal to a daily rate which is equivalent to .80% annually during Policy Years 1 through 12 and a daily rate which is equivalent to .55% annually during the 13th and later Policy Years.

Monthly Administrative Fee. The monthly administrative fee as of the Date of Issue of the policy is \$15.00 per month during the first Policy Year. The maximum monthly administrative fee which is also referenced on page 8 for subsequent Policy Years is guaranteed to not exceed \$7.50 per month.

List of Variable Sub-Accounts

Fund Groups	Variable Sub-Accounts
AIM Variable Insurance Funds, Inc.	AIM V.I. Capital Appreciation Fund AIM V.I. Diversified Income Fund AIM V.I. Growth Fund AIM V.I. Value Fund
Duetsche Asset Management VIT Funds	Equity 500 Index Fund
Delaware Group Premium Fund, Inc.	Delaware Emerging Market Series Delaware Small Cap Value Series Delaware Trend Series
Fidelity Variable Insurance Products Fund	VIP Equity-Income Portfolio
Fidelity Variable Insurance Products Fund II	VIP II Asset Manager Portfolio VIP II Investment Grade Bond Portfolio
Lincoln National Money Market Fund, Inc.	LN Money Market Fund
MFS Variable Insurance Trust	MFS Emerging Growth Series MFS Total Return Series MFS Utilities Series
OCC Accumulation Trust	OCC Global Equity Portfolio OCC Managed Portfolio
Franklin Templeton Variable Insurance Product Trust	Templeton Asset Strategy Fund - Class 1 Templeton International Securities Fund - Class 1 Templeton Growth Securities Fund - Class 1

NOTE: Net Premium Payments may also be allocated to the Lincoln VUL Fixed Account.

Variable Account Separate Account: Lincoln Life & Annuity Flexible Premium Variable Life Account M.

Schedule 1: Surrender Charges

Surrender charges are used in the determination of the surrender value of the policy and are assessed upon surrender of the policy. Such charges are applicable within 10 years of the Date of Issue and within 10 years following the date of any increase in Specified Amount. The surrender charge is calculated as (a) times (b), where (a) is the sum of (i) a Deferred Sales Charge and (ii) a Deferred Administrative Charge and (b) is the applicable Surrender Charge Grading Factor from the table below, but in no event will the surrender charge ever exceed the maximum surrender charge allowed by law.

- (a) (i) The Deferred Sales Charge is based on the actual premium paid and the applicable Guideline Annual Premium Amount, and is calculated as follows:

During Policy Year*:

1 and 2 28.5% of the sum of premiums paid up to an amount equal to the Guideline Annual Premium Amount, plus 8.5% of the sum of premiums paid between one and two times the Guideline Annual Premium Amount, plus 7.5% of the sum of premiums paid in excess of two times the Guideline Annual Premium Amount.

3 through 10 Same dollar amount as end of Policy Year* 2.

- (ii) The Deferred Administrative Charge is \$6.00 per \$1,000 of Specified Amount.

- (b) Surrender Charge Grading Factors

Policy Years* 1-5	100%
Policy Year 6	80%
Policy Year 7	60%
Policy Year 8	40%
Policy Year 9	20%
Policy Year 10	0%

If a surrender becomes effective at other than the end of a Policy Year, any applicable surrender charge grading factor will be applied on a pro rata basis as of such effective date.

**Number of Policy Years elapsed since the Date of Issue or from the effective date(s) of any increase(s) in Specified Amount.*

No surrender charge is applied upon either a partial surrender or a decrease in Specified Amount, however, a transaction fee of \$25 is assessed for each partial surrender and will be processed as set forth in the "Partial Surrender" provision and for any decrease in Specified Amount effected while surrender charges apply under the policy, there will be no change in the surrender charge from that which was applicable before the decrease took effect.

Schedule 2: Expense Charges and Fees

Premium Load. A charge equal to 5.0% of each premium payment will be deducted to cover applicable state taxes, federal income tax liabilities, and a portion of sales expenses.

Monthly Administrative Fee. A monthly deduction is made on each Monthly Anniversary Day. (See "Monthly Deduction" provision.) It includes an administrative fee charge, cost of insurance charges and any charges for supplemental riders or optional benefits.

The monthly administrative fee as of the Date of Issue of the policy is \$15.00 per month during the first Policy Year and \$5.00 per month during subsequent Policy Years. This fee may be changed by the Company after the first Policy Year based on its expectations of future expenses, but the amount of such fee is guaranteed not to exceed the amount set forth in the Policy Specifications.

Charges and Fees Associated with the Variable Account Sub-Accounts. For mortality and expense risk, an asset charge is deducted from each Variable Account Sub-Account at the end of each Valuation Period. This charge may be changed by the Company from time to time, but it is guaranteed not to exceed a daily rate which is set forth in the Policy Specifications.

In addition, Daily Fund Operating Expenses will be applied by each Fund as set forth in the prospectus for the applicable Fund(s).

Transfer Fee. A transaction fee of \$25 applies to each transfer in excess of 12 made during any Policy Year.

Schedule 3: Table of Guaranteed Maximum Cost of Insurance Rates**(Attained Age Monthly Rates Per \$1,000 of Net Amount at Risk)****SPECIAL NOTE:**

The actual monthly cost of insurance rates charged under this policy will vary based on the sex, attained age (nearest birthday) and Premium Class of the person insured; however, they will not exceed the rates shown in the table below. In determining the monthly cost of insurance, the Company will add the amount of the Flat Extra Monthly Insurance Cost, if any, shown in the Policy Specifications. If the person insured is in a rated premium class, the Guaranteed Maximum Life Insurance Rates will be those in the table multiplied by the Risk Factor, if any, shown in the Policy Specifications. The rates below are based on the 1980 CSO Tables (Male or Female as appropriate).

Attained Age (nearest birthday)	Male Monthly Rate	Female Monthly Rate	Attained Age (nearest birthday)	Male Monthly Rate	Female Monthly Rate	Attained Age (nearest birthday)	Male Monthly Rate	Female Monthly Rate
0	0.34845	0.24089	35	0.17586	0.13752	70	3.30338	1.84590
1	0.08917	0.07251	36	0.18670	0.14669	71	3.62140	2.02325
2	0.08251	0.06750	37	0.20004	0.15752	72	3.98666	2.24419
3	0.08167	0.06584	38	0.21505	0.17003	73	4.40599	2.51548
4	0.07917	0.06417	39	0.23255	0.18503	74	4.87280	2.83552
5	0.07501	0.06334	40	0.25173	0.20171	75	5.37793	3.19685
6	0.07167	0.06084	41	0.27424	0.22005	76	5.91225	3.59370
7	0.06667	0.06000	42	0.29675	0.23922	77	6.46824	4.01942
8	0.06334	0.05834	43	0.32260	0.25757	78	7.04089	4.47410
9	0.06167	0.05750	44	0.34929	0.27674	79	7.64551	4.97042
10	0.06084	0.05667	45	0.37931	0.29675	80	8.30507	5.52957
11	0.06417	0.05750	46	0.41017	0.31677	81	9.03761	6.17118
12	0.07084	0.06000	47	0.44353	0.33761	82	9.86724	6.91414
13	0.08251	0.06250	48	0.47856	0.36096	83	10.80381	7.77075
14	0.09584	0.06667	49	0.51777	0.38598	84	11.82571	8.72632
15	0.11085	0.07084	50	0.55948	0.41350	85	12.91039	9.76952
16	0.12585	0.07501	51	0.60870	0.44270	86	14.03509	10.89151
17	0.13919	0.07917	52	0.66377	0.47523	87	15.18978	12.08770
18	0.14836	0.08167	53	0.72636	0.51276	88	16.36948	13.35774
19	0.15502	0.08501	54	0.79730	0.55114	89	17.57781	14.70820
20	0.15836	0.08751	55	0.87326	0.59118	90	18.82881	16.15259
21	0.15919	0.08917	56	0.95591	0.63123	91	20.14619	17.71416
22	0.15752	0.09084	57	1.04192	0.66961	92	21.57655	19.43814
23	0.15502	0.09251	58	1.13378	0.70633	93	23.20196	21.40786
24	0.15169	0.09501	59	1.23235	0.74556	94	25.28174	23.83051
25	0.14752	0.09668	60	1.34180	0.78979	95	28.27411	27.16158
26	0.14419	0.09918	61	1.46381	0.84488	96	33.10677	32.32378
27	0.14252	0.10168	62	1.60173	0.91417	97	41.68475	41.21204
28	0.14169	0.10501	63	1.75809	1.00267	98	58.01259	57.81394
29	0.14252	0.10835	64	1.93206	1.10539	99	83.33333	83.33333
30	0.14419	0.11251	65	2.12283	1.21731			
31	0.14836	0.11668	66	2.32623	1.33511			
32	0.15252	0.12085	67	2.54312	1.45461			
33	0.15919	0.12502	68	2.77350	1.57247			
34	0.16669	0.13168	69	3.02328	1.69955			

Schedule 4: Corridor Percentages Table

As of the Date of Issue of this policy the formula in effect to determine the amount under item (b) of both Death Benefit Option 1 and Death Benefit Option 2 is based on a percent of the Accumulation Value as determined from the following table:

<u>Insured's Attained Age</u>	<u>Corridor Percentage</u>	<u>Insured's Attained Age</u>	<u>Corridor Percentage</u>
0-40	250%	70	115%
41	243	71	113
42	236	72	111
43	229	73	109
44	222	74	107
45	215	75	105
46	209	76	105
47	203	77	105
48	197	78	105
49	191	79	105
50	185	80	105
51	178	81	105
52	171	82	105
53	164	83	105
54	157	84	105
55	150	85	105
56	146	86	105
57	142	87	105
58	138	88	105
59	134	89	105
60	130	90	105
61	128	91	104
62	126	92	103
63	124	93	102
64	122	94	101
65	120	95	100
66	119	96	100
67	118	97	100
68	117	98	100
69	116	99	100

Definitions

Accumulation Value. The sum of (i) the then current value of the Fixed Account, (ii) all of the then current values of the Variable Account Sub-Accounts (i.e. the Variable Account Value), and (iii) the Loan Account Value.

Date of Issue. The date on which the policy becomes effective. The Date of Issue is shown in the Policy Specifications.

Due Proof of Death. An original certified copy of an official death certificate, an original certified copy of a decree of a court of competent jurisdiction as to the finding of death, or any other proof of death satisfactory to the Company.

Fixed Account. The account which provides for a guaranteed minimum interest rate. The Company may, at its discretion, credit a higher current rate of interest. Fixed Account assets are general assets of the Company and are distinguishable from those allocated to a separate account of the Company.

Fund(s). The Portfolio(s) of Fund Groups whose shares are acquired for the Variable Account Sub-Accounts in which Net Premium Payments or transfers may be invested.

Fund Groups. The open-end management investment companies (mutual funds) registered under the Investment Company Act of 1940, as amended, (hereinafter referred as the "1940 Act"), one or more of whose Portfolio(s)' shares are made available as investment vehicles for the policies through the Variable Account Sub-Accounts.

Home Office. The term "Home Office" means the Company indicated on the front cover of the policy.

In Writing. In a written form satisfactory to the Company and received by the Company at the administrator mailing address.

Loan Account. The account in which policy indebtedness (outstanding loans and interest) accrues once it is transferred out of the Fixed Account and Variable Account Sub-Accounts. The Loan Account is part of the Company's general account.

Loan Account Value. The value of the Loan Account, the amount of which equals the indebtedness under the policy.

Monthly Anniversary Day. The day of the month, as shown in the Policy Specifications, when the Company deducts certain charges. If that day does not occur on a Valuation Day or is nonexistent for that month, then such charges will be deducted on the next Valuation Day.

Net Accumulation Value. An amount equal to the Accumulation Value less the amount of indebtedness, if any, in the Loan Account.

Net Premium Payment. The amount of a premium payment, less the premium load shown in Schedule 2. A Net Premium Payment is the amount available for allocation to the Fixed Account and the Variable Account Sub-Accounts.

Policy Anniversaries and Policy Years. Twelve-month periods measured from the Date of Issue.

SEC. The Securities and Exchange Commission.

Sub-Account. That portion of the Variable Account which invests in shares of a specific Fund.

Valuation Day. Every day on which the New York Stock Exchange ("NYSE") is open for business, except any day on which trading on the NYSE is restricted, or on which an emergency exists, as determined by the SEC, so that valuation or disposal of securities is not practicable.

Valuation Period. The period of time for which a Fund determines its net asset value; a Valuation Period begins on the day following a Valuation Day and ends on the next Valuation Day. A Valuation Period may be more than one day in length.

Definitions (Continued)

Variable Account. The account consisting of all Sub-Account(s) invested in shares of the Fund(s). Variable Account assets are separate account assets of the Company, the investment performance of which is kept separate from that of the general assets of the Company and are not chargeable with the general liability of the Company.

Variable Accumulation Unit. A unit of measure used in the calculation of the value of each Variable Account Sub-Account.

Premium and Reinstatement Provisions

Payment of Premiums. All premiums are payable at the administrator mailing address or to an authorized representative of the Company. The first premium is due on the Date of Issue and is payable in advance. Additional premiums may be paid under the policy before the Coverage Date subject to the consent of the Company and the requirements specified under the "Minimum Premiums" and "Additional Premiums" provisions. Receipts signed by the President or Secretary and duly countersigned will be furnished upon request.

Minimum Premiums. The minimum premium for the policy is the amount necessary to maintain a positive surrender value as set forth under the "Grace Period" provision. The Guaranteed Initial Death Benefit Premium, as shown in the Policy Specifications, is not mandatory but is the premium amount necessary to guarantee that the death benefit will not be less than the Initial Specified Amount during the first 5 Policy Years regardless of market performance, assuming that there are no loans or partial surrenders under the policy. If premiums paid less any partial surrenders and policy loans exceed the minimum premium, the policy will not lapse during the first 5 policy years.

Planned Premiums. The Company will send premium reminder notices for the amounts and frequency of payments established by the Owner. Changes in the amounts or frequency of such planned periodic payments by the Owner will be subject to the consent of the Company.

Coverage Date. Payment of (a) the Guaranteed Initial Death Benefit Premium shown in the Policy Specifications, or (b) Planned Premiums payable in accordance with the payment mode specified, may not continue the policy in force until the Coverage Date even if the amount is paid as scheduled. The Coverage Date is not guaranteed based upon the level of Planned Premiums. The period for which the policy will continue will depend on:

1. The amount, timing, and frequency of premium payment;
2. Changes in the Specified Amount and Death Benefit options;
3. Interest credits and insurance costs;
4. Changes in deductions for riders, if any; and
5. Partial withdrawals and loans.

Additional Premiums. In addition to planned premiums, if any, additional premium payments of at least \$100.00 each may be made before the Coverage Date during the continuance of the policy. The Company reserves the right to limit the amount or number of any such additional premium payments if such is necessary to qualify the policy as life insurance under the Internal Revenue Code.

Unless otherwise specified by the Owner, if there is any policy indebtedness, any additional premiums paid will be used first as a loan repayment with any excess applied as an additional premium.

Allocation of Net Premium Payments. Net Premium Payments may be allocated to the Fixed Account and/or to Variable Account Sub-Accounts under the policy subject to the "Limits on Allocation of Net Premium Payments" shown in the Policy Specifications. The Net Premium Payment associated with the initial premium payment will be allocated within 3 business days of the expiration of the "Right to Examine Contract" period in accordance with the allocation percentages specified in the application. Subsequent Net Premium Payments will be allocated on the same basis as the most recent previous Net Premium Payment unless the Company is otherwise instructed in writing to change the allocation percentages.

Premium and Reinstatement Provisions (Continued)

Guideline Annual Premium Amount. The level annual amount as shown in the Policy Specifications as of the Date of Issue is an amount calculated in accordance with SEC Rule 6e-3(T) under the 1940 Act as in effect on such date. The Guideline Annual Premium Amount under this policy is used in determining the amount of the surrender charges if the policy is surrendered during a period for which surrender charges are applicable.

Grace Period. If the surrender value on any Monthly Anniversary Day is less than the required monthly deduction, a grace period of 61 days will be granted to pay a premium sufficient to cover the required monthly deduction. If, however, the Guaranteed Initial Death Benefit Premium requirement as set forth in the Policy Specifications is met, the policy will not lapse during the first 5 Policy Years and a minimum death benefit amount at least equal to the Initial Specified Amount will be guaranteed during that period, regardless of market performance (assuming that there are no loans or partial surrenders under the policy). If premiums paid less any partial surrenders and policy loans exceed the minimum premium, the policy will not lapse during the first 5 policy years.

At least 31 days before the end of the grace period the Company will send a notice that there is insufficient value under the policy. The notice will show the amount of premium required to cover the monthly deduction to prevent the policy from lapsing and will be mailed to the last known addresses of the Owner and the assignee of record with the Company, if any. If such premium, as billed by the Company, is not paid within the grace period, all coverage under the policy will terminate without value at the end of the grace period. If the Insured dies during the grace period, the Company will deduct any overdue monthly deductions from the benefits.

Reinstatement. After the policy has lapsed due to the expiration of a grace period, it may be reinstated any time during the Insured's lifetime prior to the Coverage Date provided: (a) it has not been surrendered for cash, (b) a written application for reinstatement is submitted to the Company, (c) evidence of insurability satisfactory to the Company is furnished, (d) enough premium is paid to keep the policy in force for at least 2 months, and (e) any indebtedness against the policy increased by any loan interest is paid or reinstated.

The effective date of the reinstated policy will be the Monthly Anniversary Day next following the date the application for reinstatement is approved by the Company. The Net Premium Payment and any loan repayment upon reinstatement will be allocated as set forth under the "Allocation of Net Premium Payments" provision and the "Loan Account and Loan Account Value" provision. Upon reinstatement, the surrender charges assessed at the time of lapse will be credited to the Accumulation Value (in proportion to the then current allocation of net premium payments), and the surrender charge scale set forth in Schedule 1 will be reinstated as of the Policy Year in which the policy lapsed.

Ownership, Assignment and Beneficiary Provisions

Owner. The Owner on the Date of Issue will be the person designated in the Policy Specifications. If no person is designated as Owner, the Insured will be the Owner.

Rights of Owner. While the Insured is alive, the Owner may exercise all rights and privileges under the policy including the right to: (a) release or surrender the policy to the Company, (b) agree with the Company to any change in or amendment to the policy, (c) transfer all rights and privileges to another person, (d) change the Beneficiary, and (e) assign the policy.

All rights and privileges of the Owner may be exercised without the consent of any designated transferee, or any Beneficiary if the Owner has reserved the right to change the Beneficiary. All such rights and privileges, however, may be exercised only with the consent of any assignee recorded with the Company.

Unless provided otherwise, if the Owner is a person other than the Insured and dies before the Insured, all the rights and privileges of the Owner will vest in the Owner's executors, administrators or assigns.

Transfer of Ownership. The Owner may transfer all rights and privileges of the Owner. On the effective date of transfer, the transferee will become the Owner and will have all the rights and privileges of the Owner. The Owner may revoke any transfer prior to its effective date.

Unless provided otherwise, a transfer will not affect the interest of any Beneficiary designated prior to the effective date of transfer.

Ownership, Assignment and Beneficiary Provisions (Continued)

A transfer of Ownership, or a revocation of transfer, must be in writing on a form satisfactory to the Company and filed at the administrator mailing address. A transfer, or a revocation, will not take effect until recorded in writing by the Company. When a transfer or revocation has been so recorded, it will take effect as of the effective date specified by the Owner. Any payment made or any action taken or allowed by the Company before the transfer, or the revocation, is recorded will be without prejudice to the Company.

Assignment. The Company will not be affected by any assignment of the policy until the original assignment or a certified copy of the assignment is filed at the administrator mailing address.

The Company does not assume responsibility for the validity or sufficiency of any assignment. An assignment of the policy will operate so long as the assignment remains in force.

To the extent provided under the terms of the assignment, an assignment will transfer the interest of any designated transferee or of any Beneficiary if the Owner has reserved the right to change the Beneficiary.

Beneficiary. The Beneficiary on the Date of Issue will be the person designated in the Policy Specifications.

Unless provided otherwise, the interest of any Beneficiary who dies before the Insured will vest in the Owner or the Owner's executors, administrators or assigns.

Change of Beneficiary. A new Beneficiary may be designated from time to time. A request for change of Beneficiary must be in writing on a form satisfactory to the Company and filed at the administrator mailing address. The request must be signed by the Owner. The request must also be signed by the Beneficiary if the right to change the Beneficiary has not been reserved to the Owner.

A change of Beneficiary will not take effect until recorded in writing by the Company. When a change of Beneficiary has been so recorded, whether or not the Insured is then alive, it will take effect as of the date the request was signed. Any payment made or any action taken or allowed by the Company before the change of Beneficiary is recorded will be without prejudice to the Company.

Unless provided otherwise, the right to change any Beneficiary is reserved to the Owner.

Variable Account Provisions

Variable Account and Sub-Accounts. Assets accumulated on a variable basis are held in the Variable Account Separate Account designated in this policy on page 5 which was established by a resolution of the Company's Board of Directors as a "separate account" under governing law of New York, the Company's state of domicile, is registered as a unit investment trust under the 1940 Act and is subject to the law of the state in which this policy is delivered. Under New York law, the Variable Account assets (except assets in excess of its reserves and other contract liabilities) cannot be charged with the general liabilities of the Company. The Variable Account assets are owned and controlled exclusively by the Company, and the Company is not a trustee with respect to those assets.

The Variable Account is divided into Sub-Accounts. Each Sub-Account's assets are invested in shares of a particular Fund of one of the Fund Groups made available as funding vehicles under this policy. For each Sub-Account, the Company maintains Variable Accumulation Units whose values reflect the investment performance of the Fund whose shares are held in that Sub-Account.

Subject to any vote by persons having the right under the 1940 Act to vote thereon, the Company may elect to operate the Variable Account as a management company rather than a unit investment trust under the 1940 Act, or, if registration is no longer required, to deregister the Variable Account. In such event, the Company may endorse this policy to reflect such change and any necessary or appropriate action taken to effect the change. Any changes in Variable Account investment policy shall have been approved by the New York Insurance Commissioner and approved or filed, as required, in the state or other jurisdiction where this policy was issued.

Variable Account Provisions (Continued)

Investment Risk. Each Sub-Account's assets are always fully invested in the shares of the particular Fund purchased for that Sub-Account. Each Sub-Account's investment performance reflects the investment performance of that Fund. Fund share values fluctuate, reflecting the risks of changing economic conditions and the ability of a Fund Group's investment adviser or sub-adviser to manage that Fund and anticipate changes in economic conditions. As to the Variable Account assets, the Owner bears the entire investment risk of gain or loss.

Investments of the Variable Account Sub-Accounts. All amounts allocated to a Variable Account Sub-Account will be used to purchase shares of the specific Fund of a Fund Group used by that Sub-Account. Each Fund Group is registered under the 1940 Act as an open-end management investment company, and each Fund of that Fund Group is regulated as an open-end management investment company.

All Funds available as funding vehicles under this policy as of the Date of Issue are listed in the application for the policy and on page 5 of the policy. The Company may add additional Fund Groups and additional Funds at any time or may change Funds or Fund Groups in accordance with the "Substituted Securities" provision.

Any and all distributions made by a Fund will be reinvested in additional shares of that Fund at net asset value. Deductions by the Company from a Sub-Account will be made by redeeming a number of Fund shares at net asset value equal in total value to the amount to be deducted.

Substituted Securities. Shares corresponding to a particular Fund may not always be available for purchase or the Company may decide that further investment in such Fund is no longer appropriate in view of the purposes of the Variable Account or in view of legal, regulatory or federal income tax restrictions. In such event, shares of another registered open-end investment company or unit investment trust may be substituted both for Fund shares already purchased and/or as the securities to be purchased in the future, provided that these substitutions meet applicable Internal Revenue Service diversification guidelines and any necessary regulatory or other approvals of such substitutions have been obtained. In the event of any substitution pursuant to this provision, the Company may make appropriate endorsement(s) to this policy to reflect the substitution.

Policy Values Provisions

Accumulation Value. The Accumulation Value equals the sum of (i) the then current value of the Fixed Account (ii) all of the then current values of the Variable Account Sub-Accounts (i.e. the Variable Account Value), and (iii) the Loan Account Value. At any point in time, therefore, the Accumulation Value reflects (a) Net Premium Payments made, (b) interest credited under the Fixed Account, (c) the amount of any partial surrenders, (d) interest charged and credited under the Loan Account, (e) any transfer fees, (f) all monthly and other deductions as specified below, (g) the daily mortality and expense deduction specified under Schedule 2, and (h) any increases or decreases as a result of market performance in the Variable Account Sub-Accounts.

Calculation of Accumulation Value. On each Valuation Day after the Date of Issue, the Accumulation Value will be equal to (1), plus (2), plus (3), plus or minus (4) as the case may be, minus (5), minus (6), minus (7), and if the Valuation Day is the same as a Monthly Anniversary Day, minus (8), where;

- (1) is the Accumulation Value on the preceding Valuation Day;
- (2) is all premiums received since the preceding Valuation Day less the premium load charges from Schedule 2;
- (3) the interest credited under the Fixed Account and the Loan Account since the preceding Valuation Day;

Policy Values Provisions (Continued)

- (4) is the gain or loss in the Variable Account Value based on market performance since the last Valuation Day;
- (5) the charges and fees associated with the Variable Account Sub-Accounts from Schedule 2;
- (6) the amount of any partial surrenders since the preceding Valuation Day;
- (7) any transaction fees assessed since the preceding Valuation Day;
- (8) is the monthly deduction for the month following the Monthly Anniversary Day.

Fixed Account Value. The Fixed Account Value, if any, with respect to this policy, at any point in time, is equal to the sum of the Net Premium Payments allocated or other amounts (net of any charges) transferred to the Fixed Account plus interest credited to such account less the monthly deductions applied to such account and less any partial surrenders or amounts transferred from the Fixed Account.

Interest Credited Under Fixed Account. The Company will credit interest to the Fixed Account daily. The interest rate applied to the Fixed Account will be the greater of: (a) .010746% compounded daily, (4% compounded yearly), or (b) a rate determined by the Company from time to time. Such rate will be established on a prospective basis.

Variable Account Value. The Variable Account Value, if any, for any Valuation Period is equal to the sum of the then current values of all Variable Account Sub-Accounts under the policy. The value of each Variable Account Sub-Account is determined by multiplying the number of Variable Accumulation Units, if any, credited or debited to such Variable Account Sub-Account with respect to this policy by the Variable Accumulation Unit Value of the particular Variable Account Sub-Account for such Valuation Period.

Crediting and Cancelling Variable Accumulation Units. Upon receipt of a premium payment or a request for transfer of funds from the Fixed Account, all or that portion, if any, of the Net Premium Payment to be allocated to the Variable Account Sub-Accounts and/or the net amount transferred will be credited to the Variable Account in the form of Variable Accumulation Units. The number of Variable Accumulation Units to be credited is determined by dividing the dollar amount allocated to the particular Variable Account Sub-Account by the Variable Accumulation Unit Value for the particular Variable Account Sub-Account for the Valuation Period during which the premium payment and/or the request for transfer is received by the Company. The amount of monthly deduction allocated to each Variable Account Sub-Account will result in the cancellation of Variable Accumulation Units which have an aggregate value on the date of such deduction equal to the total amount by which the Variable Account Sub-Account is reduced.

Variable Accumulation Unit Value. The Variable Accumulation Unit Value for each Variable Account Sub-Account was established at \$10.00 for the first Valuation Period of the particular Variable Account Sub-Account. The Variable Accumulation Unit Value for the particular Variable Account Sub-Account for any subsequent Valuation Period is determined by methodology which is the mathematical equivalent of multiplying the Variable Accumulation Unit Value for the particular Variable Account Sub-Account for the immediately preceding Valuation Period by the Net Investment Factor for the particular Variable Account Sub-Account for such subsequent Valuation Period. The Variable Accumulation Unit Value for each Variable Account Sub-Account for any Valuation Period is the value determined as of the end of the particular Valuation Period and may increase, decrease or remain constant from Valuation Period to Valuation Period.

Policy Values Provisions (Continued)

Net Investment Factor. The Net Investment Factor is an index applied to measure the investment performance of a Variable Account Sub-Account from one Valuation Period to the next. The Net Investment Factor may be greater or less than or equal to 1.0; therefore, the value of a Variable Accumulation Unit may increase, decrease or remain the same.

The Net Investment Factor for any Variable Account Sub-Account for any Valuation Period is determined by dividing (a) by (b) and then subtracting (c) from the result where:

(a) is the net result of:

(1) is the net asset value (as described in the prospectus for the Fund) of a Fund share held in the Variable Account Sub-Account determined as of the end of the Valuation Period, plus

(2) the per share amount of any dividend or other distribution declared by the Fund on the shares held in the Variable Account Sub-Account if the "ex-dividend" date occurs during the Valuation Period, plus or minus

(3) a per share credit or charge with respect to any taxes paid or reserved for by the Company during the Valuation Period which are determined by the Company to be attributable to the operation of the Variable Account Sub-Account;

(b) is the net asset value of a Fund share held in the Variable Account Sub-Account determined as of the end of the preceding Valuation Period; and

(c) is the asset charge factor determined by the Company for the Valuation Period to reflect the charges for assuming the mortality and expense risks.

The asset charge factor for any Valuation Period is equal to the daily asset charge factor multiplied by the number of 24-hour periods in the Valuation Period. The daily asset charge factor will be determined annually by the Company, but in no event may it exceed that specified in Schedule 2.

Cost of Insurance Rates. Monthly cost of insurance rates will be determined from time to time by the Company based on its expectations of future mortality. Any change in cost of insurance rates will apply to all individuals of the same class as the Insured. Under no circumstance will the cost of insurance rates ever be greater than those described in Schedule 3.

Cost of Insurance. The cost of insurance for the Insured is determined on a monthly basis. Such cost is calculated as (1), multiplied by the result of (2) minus (3), where:

1. is the cost of insurance rate as described in the "Cost of Insurance Rates" provision,
2. is the death benefit at the beginning of the policy month, divided by 1.0032737, and
3. is the Accumulation Value at the beginning of the policy month prior to the deduction for the monthly cost of insurance.

Monthly Deduction. The monthly deduction for a policy month will be calculated as Charge (1) plus Charge (2) where:

Charge (1) is the cost of insurance (as described in the "Cost of Insurance" provision) and the cost of any supplemental riders or optional benefits, and

Policy Values Provisions (Continued)

Charge (2) is the Monthly Administrative Fee as described under Schedule 2.

The amount of monthly deduction will be deducted from the Fixed Account and each Variable Account Sub-Account in the same proportion that the value of each account bears to the Net Accumulation Value as of the date on which the deduction is made.

Basis of Computations. The minimum Fixed Account Value is guaranteed to be no less than that calculated based on the applicable Commissioners 1980 Standard Ordinary Mortality Table (age nearest birthday) from Schedule 3 with interest at 4% per year, compounded yearly.

All policy values are at least equal to that required by the jurisdiction in which this policy is delivered. A detailed statement of the method of computing values has been filed with the insurance supervisory official of that jurisdiction.

Transfer Privilege Provision

Transfer Privilege. At any time while this policy is in effect, other than during the "Right to Examine Contract" period, the Owner may transfer all or part of the Variable Account Value to the Fixed Account and/or to one or more of the Variable Account Sub-Accounts then available under the policy, and/or transfer part of the Fixed Account Value to one or more Variable Account Sub-Accounts, subject to the provisions set forth below. Transfers may be made in writing. Transfer requests must be received at the Company's administrator mailing address prior to the time of day set forth in the prospectus and provided the NYSE is open for business, in order to be processed as of the close of business on the date the request is received; otherwise, the transfer will be processed on the next business day the NYSE is open for business.

Transfers involving Variable Account Sub-Accounts will reflect the purchase or cancellation of Variable Accumulation Units having an aggregate value equal to the dollar amount being transferred to or from a particular Variable Account Sub-Account. The purchase or cancellation of such units shall be made using Variable Accumulation Unit Values of the applicable Variable Account Sub-Account for the Valuation Period during which the transfer is effective. Transfers to the Fixed Account will earn interest as specified under the "Interest Credited Under Fixed Account" provision.

Unless otherwise changed by the Company to be less restrictive, transfers shall be subject to the following conditions: (a) Up to 12 transfers may be made during any Policy Year without charge, however, for each transfer in excess of 12, a transfer fee as set forth in Schedule 2 will be deducted on a pro-rata basis from the Fixed Account and/or Variable Account Sub-Accounts from which the transfer is being made; (b) No partial surrender transaction fee will be imposed on transferred amounts; (c) The amount being transferred may not be less than \$500 unless the entire value of the Fixed Account or a Variable Account Sub-Account is being transferred; (d) The amount being transferred may not exceed the Company's maximum amount limit then in effect; (e) Transfers among the Variable Account Sub-Accounts or from a Variable Account Sub-Account to the Fixed Account can be made at any time; (f) Transfers from the Fixed Account are subject to the "Limits on Transfers" as set forth in the Policy Specifications; (g) Any value remaining in the Fixed Account or a Variable Account Sub-Account following a transfer may not be less than \$500; (h) Transfers involving Variable Account Sub-Account(s) shall be subject to such additional terms and conditions as may be imposed by the Funds.

If the investment strategy of a Variable Account Sub-Account were changed, the Owner may transfer the amount in that Variable Account Sub-Account to the Fixed Account without a transfer charge, even if the 12 free transfers have already been used. Moreover, no transfer charge will be imposed when the Owner, in accordance with the "Right to Convert" and "Change of Plan" provisions, exchanges the policy for an equivalent fixed account policy, even if the 12 free transfers have already been used.

Nonforfeiture and Surrender Value Provisions

Surrender and Surrender Value. This policy may be surrendered on any day during the lifetime of the Insured and before the Coverage Date, for its surrender value by returning it to the Company with a signed request for surrender in a form satisfactory to the Company. The surrender will take effect on the business day the policy and the request are received in the administrator mailing address. The amount payable on surrender of the policy (i.e., the "surrender value") will be the Net Accumulation Value less any surrender charges as determined from Schedule 1.

The surrender value will be paid in cash or under an elected optional mode of settlement. Any deferment of payments will be subject to the "Deferment of Payments" provision (See "General Provisions").

Any surrender from a Variable Account Sub-Account will result in the cancellation of Variable Accumulation Units which have an aggregate value on the effective date of the surrender equal to the total amount by which the Variable Account Sub-Account is reduced. The cancellation of such units will be based on the Variable Accumulation Unit Value of the Variable Account Sub-Account determined at the close of the Valuation Period during which the surrender is effective.

Insufficient Value. If the surrender value, on the day preceding a Monthly Anniversary Day is insufficient to cover the monthly deduction for the month following such Monthly Anniversary Day, the policy will terminate as provided in the "Grace Period" provision.

Partial Surrender. A partial surrender of this policy may be elected on any Valuation Day during the lifetime of the Insured and prior to the Coverage Date by submitting a written request to the Company. Such request may also be made by telephone if telephone transfers have been previously authorized in writing. The amount of each partial surrender (a) must be at least \$500.00 but (b) may not exceed 90% of the surrender value at the end of the Valuation Period during which the election becomes or would become effective.

When a partial surrender is made, the Accumulation Value is reduced by (a) the amount of the partial surrender and (b) the transaction fee as specified in Schedule 1. Also, the death benefit will be reduced by the amount of the partial surrender. The Specified Amount remaining in force after any partial surrender may not be less than the Minimum Specified Amount shown in the Policy Specifications.

When the partial surrender is processed, the amount of the partial surrender and the transaction fee will be deducted from the applicable Fixed Account and/or Variable Account Sub-Accounts in proportion to the then current account values provided there are sufficient account values for making the deduction(s); otherwise, the amount payable upon a partial surrender will be net of any remaining transaction fee, unless the Owner and the Company agree otherwise.

Loan Provisions

Policy Loans. After a surrender value is available, the Company will grant a loan against the policy provided: (a) a proper loan agreement is executed and (b) a satisfactory assignment of the policy to the Company is made. The loan may be for any amount up to 100% of the then current surrender value; however, the Company reserves the right to limit the amount of such loan so that total indebtedness will not exceed 90% of an amount equal to the then current Accumulation Value less surrender charge.

The amount borrowed will be paid within seven days of the Company's receipt of such request, except as the Company may be permitted to defer the payment of amounts as specified under the "Deferment of Payments" provision. (See "General Provisions.")

Loan Provisions (Continued)

The minimum loan amount is \$500. The Company reserves the right to modify this amount in the future. The Company will effect such loan from the Fixed Account and each Variable Account Sub-Account in proportion to the then current account values, unless the Owner instructs the Company otherwise.

Loan Account and Loan Account Value. The amount of any loan will be transferred out of the Fixed Account and Variable Accounts Sub-Accounts as described above. Such amount will become part of the Loan Account Value. The outstanding loan balance at any time includes accrued interest on the loan.

The outstanding loan balance (i.e. Indebtedness) may be repaid at any time during the lifetime of the Insured, however, the minimum loan repayment is \$100.00 or the amount of the outstanding indebtedness, if less. The Loan Account Value will be reduced by the amount of any loan repayment. Loan repayments will be allocated to the Fixed Account and each Variable Account Sub-Account in the proportion in which current Net Premium Payment(s) are being allocated, unless otherwise agreed to in writing by the Owner and the Company.

Net loan interest, which equals the difference between interest charged and interest credited on the Loan Account Value, is payable annually on each policy anniversary or as otherwise agreed in writing by the Owner and the Company. Such loan interest amount, if not paid when due, will be transferred out of the Fixed Account and each Variable Account Sub-Account in proportion to the then current account value, unless both the Owner and the Company agree otherwise.

Interest Rate Charged on Loan Account Value. Interest charged on the Loan Account Value will be at a rate equivalent to 8% per year, payable in arrears.

Interest Rate Credited on Loan Account Value. The interest rate used to credit interest on the Loan Account Value may vary, but will not be less than the loan interest rate less 2% per year during Policy Years 1 through 10 and less 1% per year thereafter. (See Policy Specifications page for the rate in effect as of the Date of Issue).

Indebtedness. The term "indebtedness" means money which is owed on this policy due to an outstanding loan and interest accrued thereon. A loan, whether or not repaid, will have a permanent effect on the Net Accumulation Value and on the death benefits. Any indebtedness at time of settlement will reduce the proceeds payable under the policy. A policy loan reduces the then current Net Accumulation Value under the policy while repayment of a loan will cause an increase in the then current Net Accumulation Value.

If at any time the total indebtedness against the policy, including interest accrued but not due, equals or exceeds the then current Accumulation Value less surrender charge, the policy will thereupon terminate without value subject to the conditions in the "Grace Period" provision and a notice will be sent at least 31 days before the end of the grace period to the Owner and to assignees, if any, that this policy will terminate unless the indebtedness is repaid.

Insurance Coverage Provisions

Effective Date of Coverage. The effective date of this policy will be the Date of Issue provided the initial premium has been paid (1) while the Insured is alive and (2) prior to any change in the health and insurability of the Insured as represented in the application.

For any insurance that has been reinstated, the effective date will be the Monthly Anniversary Day that coincides with or next follows the day the application for reinstatement is approved by the Company, provided the Insured is alive on such day.

Termination of Coverage. All coverage under this policy will automatically terminate upon whichever of the following occurs first:

Insurance Coverage Provisions (Continued)

1. The Owner surrenders the policy.
2. The Insured dies.
3. The policy matures at its Coverage Date.
4. The grace period ends and the necessary premium payment has not been made prior to such time.

Any monthly deduction made after termination of coverage will not, by itself, be considered a reinstatement of the policy nor a waiver by the Company of the termination. Any such deduction will be refunded.

Death Benefit. If the Insured dies while the policy is in force, the Company will pay a death benefit based upon the Death Benefit Option in effect on the date of death, less (a) any indebtedness against the policy and (b) the amount of any partial surrenders.

The Death Benefit Options available under this policy are as follows:

DEATH BENEFIT OPTION 1	Insured's Specified Amount includes the Accumulation Value. The Insured's death benefit (before deduction of any indebtedness against the policy and the amount of any partial surrenders) will equal the greater of: (a) the Specified Amount on the date of death, or (b) an amount determined by the Company equal to that required by the Internal Revenue Code to maintain this contract as a life insurance policy (See Schedule 4). Any amount so determined will be set forth in the annual report which the Company will send to the Owner.
DEATH BENEFIT OPTION 2	The Insured's Specified Amount is in addition to the Accumulation Value. The Insured's death benefit (before deduction of any indebtedness against the policy and the amount of any partial surrenders) will equal the greater of: (a) the Specified Amount on the date of death plus the Accumulation Value on the date of death, or (b) an amount determined by the Company equal to that required by the Internal Revenue Code to maintain this contract as a life insurance policy (See Schedule 4). Any amount so determined will be set forth in the annual report which the Company will send to the Owner.

Unless the application for the policy indicates otherwise, or a change in the death benefit option is effected as provided below, the Company will consider Death Benefit Option 1 to be the option in effect.

Changes in Specified Amount. Unless provided otherwise, a change in Specified Amount may be effected any time while this policy is in force, subject to (a) the consent of the Company and (b) the following conditions:

1. All such changes must be requested in writing on a form satisfactory to the Company and filed at the administrator mailing address.

Insurance Coverage Provisions (Continued)

2. If a decrease in the Insured's Specified Amount is requested, the decrease will become effective on the Monthly Anniversary Day that coincides with or next follows receipt of the request provided any requirements as determined by the Company are met.

In such event, the Company will reduce the existing Specified Amount against the most recent increase first, then against the next most recent increases successively, and finally, against insurance provided under the original application; however, the Company reserves the right to limit the amount of any decrease so that the Specified Amount will not be less than the Minimum Specified Amount shown in the Policy Specifications.

3. If an increase in the Insured's Specified Amount is requested:

- (a) a supplemental application must be submitted and evidence of insurability satisfactory to the Company must be furnished; and
- (b) any other requirements as determined by the Company must be met.

If the Company approves the request, the increase will become effective upon (i) the Monthly Anniversary Day that coincides with or next follows the date the request is approved by the Company and (ii) the deduction from the Accumulation Value (in proportion to the then current account values of the Fixed Account and/or Variable Account Sub-Accounts) of the first month's cost of insurance for the increase, provided the Insured is alive on such day.

4. If a request is made to change the death benefit from Death Benefit Option 1 to Death Benefit Option 2:

- (a) the Specified Amount will be reduced to equal the death benefit, less the Accumulation Value, as of the effective date of change; and
- (b) the effective date will be the Monthly Anniversary Day that coincides with or next follows the date of receipt of the request for change.

5. If a request is made to change the death benefit from Death Benefit Option 2 to Death Benefit Option 1:

- (a) the Specified Amount will be increased to equal the death benefit as of the effective date of change; and
- (b) the effective date will be the Monthly Anniversary Day that coincides with or next follows the date of receipt of the request for change.

The Company will not allow a decrease in the amount of insurance below the minimum amount required to maintain this contract as a life insurance policy under the Internal Revenue Code.

Right to Convert. The Owner may convert this policy to a substantially comparable flexible premium adjustable life insurance policy without evidence of insurability for an amount of insurance not exceeding the death benefit of the variable life insurance policy on the date of conversion.

Paid-up Insurance Option. At any time, the Owner may transfer all of the Variable Account Value to the Fixed Account and then surrender the policy for reduced guaranteed nonparticipating paid-up insurance. No monthly administrative fees would apply to such paid-up insurance. The amount of paid-up insurance will be that which the surrender value will purchase when applied as a net single premium at the Insured's then attained age using the guaranteed interest and mortality basis set forth under the "Basis of Computations" provision of the policy. The paid-up insurance will not include any supplementary or additional benefits provided by rider under the original policy.

General Provisions

The Policy. The policy and the application for the policy constitute the entire contract between the parties. All statements made in the application will be deemed representations and not warranties. No statement will be used in defense of a claim under the policy unless it is contained in the application, and a copy of the application is attached to the policy when issued.

General Provisions (Continued)

Only the President, a Vice President, a Secretary, a Director or an Assistant Director of the Company may execute or modify this policy.

The policy is executed at the administrator mailing address located on the front cover of the policy.

Non-Participation. The policy is not entitled to share in surplus distribution.

Payment of Proceeds. Proceeds, as used in this policy, means the amount payable (a) on the Coverage Date, (b) upon the surrender of this policy before the Coverage Date, or (c) upon the death of the Insured.

The proceeds payable to the Beneficiary upon receipt of due proof of the Insured's death will be the Death Benefit as of the date of death which takes into account (a) any indebtedness against the policy and (b) the amount of any partial surrenders (See "Death Benefit" provision). If the Insured dies during the grace period, the Company will pay the death benefit proceeds in effect immediately prior to the grace period reduced by any overdue monthly deductions.

If the policy is surrendered before the Coverage Date, the proceeds will be the surrender value described in the "Nonforfeiture and Surrender Value Provisions" section. On the Coverage Date, the proceeds will be the Surrender Value.

The proceeds are subject to the adjustments described in the following provisions:

1. Misstatement of Age or Sex;
2. Incontestability;
3. Suicide;
4. Grace Period;
5. Indebtedness; and
6. Partial Surrender

When settlement is made, the Company may require return of the policy.

Deferment of Payments. Any amounts payable as a result of loans, surrender, or partial surrenders will be paid within 7 days of the Company's receipt of such request. However, payment of amounts from the Variable Account Sub-Accounts may be postponed when the NYSE is closed or when the SEC declares an emergency. Additionally, the Company reserves the right to defer the payment of such amounts from the Fixed Account for a period not to exceed 6 months from the date written request is received by the Company; during any such deferred period, the amount payable will bear interest as required by law.

Misstatement of Age or Sex. If the age or sex of the Insured is misstated, the Company will adjust all benefits to the amounts that would have been purchased for the correct age and sex.

Suicide. If the Insured commits suicide within 2 years from the Date of Issue, the death benefit will be limited to a refund of premiums paid, less (a) any indebtedness against the policy and (b) the amount of any partial surrenders. If the Insured commits suicide within 2 years from the effective date of any increase in the Specified Amount, the death benefit payment with respect to such increase will be limited to a refund of the monthly charges for the cost of such additional insurance.

General Provisions (Continued)

Incontestability. Except for nonpayment of monthly deductions, this policy will be incontestable after it has been in force during the Insured's lifetime for 2 years from its Date of Issue. This means that the Company will not use any misstatement in the application to challenge a claim or avoid liability after that time. Any increase in the Specified Amount effective after the Date of Issue will be incontestable only after such increase has been in force for 2 years during the Insured's lifetime.

The basis for contesting an increase in Specified Amount will be limited to material misrepresentations made in the supplemental application for the increase. The basis for contesting after reinstatement will be (a) limited for a period of 2 years from the date of reinstatement and (b) limited to material misrepresentations made in the reinstatement application.

Annual Report. The Company will send a report to the Owner at least once a year without charge. The report will show the Accumulation Value as of the reporting date and the amounts deducted from or added to the Accumulation Value since the last report. The report will also show (a) the current death benefit, (b) the current policy values, (c) premiums paid and all deductions made since the last report, (d) outstanding policy loans, and (e) any other information required by the Superintendent of Insurance.

Projection of Benefits and Values. The Company will provide a projection of illustrative future death benefits and values to the Owner at any time upon written request and payment of a reasonable service fee.

Change of Plan. Within the first 2 Policy Years the Owner may exchange this policy without any evidence of insurability for any one of the permanent insurance policies then being issued by the Company to the same class to which this policy belongs. The request for the exchange must be received by the Company within 24 months from the Date of Issue of this policy. Unless otherwise agreed to between the Owner and the Company, the new policy shall have the same amount of insurance and surrender value as this policy as of the date of exchange, its Date of Issue shall be the date of exchange, and the Insured's issue age under the new policy shall be the Insured's then attained age (as of the date of exchange).

Policy Changes - Applicable Law. This policy must qualify initially and continue to qualify as life insurance under the Internal Revenue Code in order for the Owner to receive the tax treatment accorded to life insurance under Federal law. Therefore, to maintain this qualification to the maximum extent permitted by law, the Company reserves the right to return any premium payments that would cause this policy to fail to qualify as life insurance under applicable tax law as interpreted by the Company. Further, the Company reserves the right to make changes in this policy or to make distributions from the policy to the extent it deems necessary, in its sole discretion, to continue to qualify this policy as life insurance. Any such changes will apply uniformly to all policies that are affected. The Owner will be given advance written notice of such changes.

Optional Methods of Settlement

This rider is made part of the policy to which it is attached as of the Date of Issue. Upon written request, the Company will agree to pay in accordance with any one of the options shown below all or part of the net proceeds that may be payable under the policy.

If any income optional settlement provides for instalment payments for a given age of payee for an amount which would be the same for different periods certain, the Company will deem that an election has been made for the longest period certain for such age and amount.

While the Insured is alive, the request, including the designation of the payee, may be made by the Owner. At the time a Death Benefit becomes payable under the policy, the request, including the designation of the payee, may then be made by the Beneficiary. Once Income Payments have begun, the policy cannot be surrendered and the payee cannot be changed, nor can the settlement option be changed.

Payment Dates. The first Income Payment under the settlement option selected will become payable on the date proceeds are settled under the option. Subsequent payments will be made on the first day of each month in accordance with the manner of payment selected.

Minimum Payment Amount. The settlement option elected must result in an Income Payment at least equal to the minimum payment amount in accordance with the Company's rules then in effect. If at any time payments are less than the minimum payment amount, the Company has the right to change the frequency to an interval that will provide the minimum payment amount. If any amount due is less than the minimum per year, the Company may make other arrangements that are equitable.

Income Payments. Income Payments will remain constant pursuant to the terms of the settlement option(s) selected. The amount of each Income Payment shall be determined in accordance with the terms of the settlement option and the table(s) set forth in this rider, as applicable. The mortality table used is the 1983 Individual Annuitant Mortality (IAM) Table "a" and 3% interest. In determining the settlement amount, the settlement age of the payee will be reduced by one year when the first installment is payable during the 1990's, reduced by two years when the first installment is payable during the decade 2000-2009, and so on.

First Option: Life Annuity. An annuity payable monthly to the payee during the lifetime of the payee, ceasing with the last payment due prior to the death of the payee.

Second Option: Life Annuity with Certain Period. An annuity providing monthly income to the payee for a fixed period of 60, 120, 180, or 240 months (as selected), and for as long thereafter as the payee shall live.

Third Option: Annuity Certain. An amount payable monthly for the number of years selected which may be from 5 to 30 years.

Fourth Option: As a Deposit at Interest. The Company will retain the proceeds while the payee is alive and will pay interest annually thereon at a rate of not less than 3% per year. Upon the payee's death, the amount on deposit will be paid.

Excess Interest. At the sole discretion of the Company, excess interest may be paid or credited from time to time in addition to the payments guaranteed under any Optional Method of Settlement.

Additional Options. Any proceeds payable under the policy may also be settled under any other method of settlement offered by the Company at the time of the request.

Lincoln Life & Annuity Company of New York



PRESIDENT

Optional Methods of Settlement (Continued)

Life Annuity and Life Annuity with Certain Period Table for Each \$1,000 Applied - Male

Settlement age of payee nearest birthday					Number of instalments certain				Settlement age of payee nearest birthday					Number of instalments certain			
					60	120	180	240						60	120	180	240
Age					Life Annuity				Age				Life Annuity				
10	\$2.87	\$2.87	\$2.87	\$2.87	\$2.87	\$2.87	\$2.87	\$2.87	35	\$3.44	\$3.44	\$3.44	\$3.44	\$3.41	\$3.43	\$3.41	\$3.41
11	2.89	2.89	2.89	2.88	2.88	2.89	2.88	2.88	36	3.48	3.48	3.48	3.46	3.45	3.46	3.45	3.45
12	2.90	2.90	2.90	2.90	2.90	2.90	2.90	2.90	37	3.52	3.52	3.52	3.50	3.48	3.50	3.48	3.48
13	2.92	2.92	2.92	2.91	2.91	2.92	2.91	2.91	38	3.57	3.57	3.56	3.54	3.52	3.54	3.52	3.52
14	2.93	2.93	2.93	2.93	2.93	2.93	2.93	2.92	39	3.61	3.61	3.60	3.58	3.56	3.58	3.56	3.56
15	2.95	2.95	2.95	2.94	2.94	2.95	2.94	2.94	40	3.66	3.66	3.65	3.63	3.60	3.63	3.60	3.60
16	2.96	2.96	2.96	2.96	2.96	2.96	2.96	2.96	41	3.71	3.71	3.70	3.69	3.64	3.67	3.64	3.64
17	2.98	2.98	2.98	2.98	2.98	2.98	2.98	2.97	42	3.76	3.76	3.75	3.74	3.68	3.72	3.68	3.68
18	3.00	3.00	3.00	2.99	2.99	3.00	2.99	2.99	43	3.81	3.81	3.81	3.79	3.73	3.77	3.73	3.73
19	3.02	3.02	3.02	3.01	3.01	3.02	3.01	3.01	44	3.87	3.87	3.86	3.85	3.77	3.82	3.77	3.77
20	3.04	3.04	3.04	3.03	3.03	3.04	3.03	3.03	45	3.93	3.93	3.92	3.90	3.82	3.87	3.82	3.82
21	3.06	3.06	3.05	3.05	3.05	3.06	3.05	3.05	46	3.99	3.99	3.98	3.96	3.87	3.92	3.87	3.87
22	3.08	3.08	3.08	3.07	3.07	3.08	3.07	3.07	47	4.05	4.05	4.05	4.02	3.98	3.98	3.92	3.92
23	3.10	3.10	3.10	3.09	3.09	3.10	3.09	3.09	48	4.12	4.12	4.11	4.09	4.04	4.04	3.97	3.97
24	3.12	3.12	3.12	3.11	3.11	3.12	3.11	3.11	49	4.19	4.19	4.18	4.15	4.03	4.10	4.03	4.03
25	3.14	3.14	3.14	3.14	3.14	3.14	3.14	3.13	50	4.27	4.27	4.26	4.22	4.08	4.17	4.08	4.08
26	3.17	3.17	3.17	3.16	3.16	3.17	3.16	3.15	51	4.34	4.34	4.33	4.30	4.14	4.23	4.14	4.14
27	3.19	3.19	3.19	3.19	3.19	3.19	3.19	3.18	52	4.43	4.43	4.41	4.37	4.20	4.30	4.20	4.20
28	3.22	3.22	3.22	3.21	3.21	3.22	3.21	3.20	53	4.51	4.51	4.50	4.45	4.26	4.37	4.26	4.26
29	3.25	3.25	3.25	3.24	3.24	3.25	3.24	3.23	54	4.60	4.60	4.59	4.54	4.32	4.45	4.32	4.32
30	3.28	3.28	3.28	3.27	3.27	3.28	3.27	3.26	55	4.70	4.70	4.68	4.62	4.39	4.53	4.39	4.39
31	3.31	3.31	3.31	3.30	3.30	3.31	3.30	3.29	56	4.80	4.80	4.78	4.72	4.45	4.61	4.45	4.45
32	3.34	3.34	3.34	3.33	3.33	3.34	3.33	3.32	57	4.91	4.91	4.89	4.82	4.51	4.69	4.51	4.51
33	3.37	3.37	3.37	3.36	3.36	3.37	3.36	3.35	58	5.03	5.03	5.00	4.92	4.58	4.78	4.58	4.58
34	3.41	3.41	3.41	3.39	3.39	3.41	3.39	3.38	59	5.15	5.15	5.12	5.03	4.65	4.87	4.65	4.65
																	</

Optional Methods of Settlement (Continued)

Life Annuity and Life Annuity with Certain Period Table for Each \$1,000 Applied - Female

Settlement age of payee nearest birthday				Settlement age of payee nearest birthday				Settlement age of payee nearest birthday			
Number of instalments certain				Number of instalments certain				Number of instalments certain			
60 120 180 240				60 120 180 240				60 120 180 240			
Age Life Annuity				Age Life Annuity				Age Life Annuity			
10	\$2.80	\$2.80	\$2.80	35	\$3.26	\$3.26	\$3.25	60	\$4.72	\$4.70	\$4.44
11	2.81	2.81	2.81	36	3.29	3.29	3.28	61	4.83	4.81	4.51
12	2.82	2.82	2.82	37	3.32	3.32	3.31	62	4.95	4.93	4.58
13	2.83	2.83	2.83	38	3.35	3.35	3.34	63	5.08	5.05	4.65
14	2.85	2.85	2.84	39	3.39	3.39	3.38	64	5.21	5.18	4.72
15	2.86	2.86	2.86	40	3.42	3.42	3.41	65	5.36	5.32	4.79
16	2.87	2.87	2.87	41	3.46	3.46	3.45	66	5.51	5.47	4.86
17	2.89	2.89	2.88	42	3.50	3.50	3.49	67	5.67	5.63	4.93
18	2.90	2.90	2.90	43	3.54	3.54	3.53	68	5.85	5.80	5.00
19	2.92	2.92	2.91	44	3.59	3.59	3.57	69	6.04	5.98	5.06
20	2.93	2.93	2.93	45	3.64	3.63	3.61	70	6.25	6.18	5.12
21	2.95	2.95	2.95	46	3.68	3.67	3.66	71	6.47	6.39	5.18
22	2.96	2.96	2.96	47	3.73	3.72	3.71	72	6.71	6.62	5.23
23	2.98	2.98	2.98	48	3.79	3.77	3.76	73	6.98	6.86	5.28
24	3.00	3.00	3.00	49	3.84	3.83	3.81	74	7.26	7.12	5.32
25	3.02	3.02	3.02	50	3.90	3.89	3.86	75	7.57	7.40	5.35
26	3.04	3.04	3.03	51	3.97	3.95	3.92	76	7.90	7.69	5.39
27	3.06	3.06	3.06	52	4.03	4.01	3.98	77	8.26	8.01	5.41
28	3.08	3.08	3.08	53	4.10	4.08	4.04	78	8.65	8.34	5.43
29	3.10	3.10	3.10	54	4.18	4.15	4.11	79	9.08	8.70	5.45
30	3.13	3.12	3.12	55	4.25	4.22	4.18	80	9.54	9.07	5.47
31	3.15	3.15	3.14	56	4.34	4.30	4.25	81	10.03	9.47	5.48
32	3.18	3.17	3.17	57	4.42	4.41	4.32	82	10.58	9.88	5.49
33	3.20	3.20	3.20	58	4.52	4.51	4.40	83	11.16	10.31	5.49
34	3.23	3.23	3.22	59	4.61	4.60	4.48	84	11.80	10.75	5.50
								85	12.48	11.20	5.50

Annuity Certain Table for Each \$1,000 Applied

Numbers of years during which instalments will be paid			Amount of each instalment		Number of years during which instalments will be paid			Amount of each instalment	
			Annual	Monthly				Annual	Monthly
5	\$211.99	\$17.91			12	\$97.54	\$8.24	19	\$67.78
6	179.22	15.14			13	91.29	7.71	20	65.26
7	155.83	13.16			14	85.95	7.26	25	55.76
8	138.31	11.68			15	81.33	6.87	30	49.53
9	124.69	10.53			16	77.29	6.53		
10	113.82	9.61			17	73.74	6.23		
11	104.93	8.86			18	70.59	5.96		
									\$5.73
									5.51
									4.71
									4.18

Waiver of Monthly Deduction Benefit Rider

This rider is made part of the policy to which it is attached if "Form LR436 NY, Waiver of Monthly Deduction Benefit" is shown in the Policy Specifications. As used in this rider the Date of Expiry is the policy anniversary nearest to the Insured's 65th birthday.

Benefits. The Company will waive the monthly deductions falling due under the policy, during the continuance of Total Disability (as defined below) provided: (a) Total Disability commences prior to the policy anniversary nearest to the Insured's 60th birthday, (b) the Home Office is furnished due proof that the Insured has become so disabled, and (c) the Insured has remained continuously so disabled for at least 6 consecutive months.

If Total Disability commences on or after the policy anniversary nearest to the Insured's 60th birthday but prior to the Date of Expiry, such monthly deductions falling due will be waived subject to the above due proof and continuous disability requirements.

If Total Disability commences prior to the policy anniversary nearest to the Insured's 60th birthday and the Insured remains continuously so disabled to the policy anniversary nearest to the Insured's 65th birthday, Total Disability will be deemed to be permanent. In such event, all such monthly deductions falling due subsequent to the policy anniversary nearest the Insured's 65th birthday will be waived automatically as long as the Insured shall live.

All monthly deductions made which subsequently qualify for waiver will be added to the Accumulation Value in the same manner in which monthly deductions are made under the policy.

Definition of Total Disability. The term "Total Disability" as used in this rider means the complete incapacity of the Insured which (a) results from bodily injury or disease beginning while this policy and this rider are in force, and (b) during the first 24 months of disability prevents the Insured from performing the duties of the Insured's occupation for remuneration or profit and thereafter prevents the Insured from engaging in any occupation for remuneration or profit for which the Insured is qualified or may reasonably become qualified by education, training or experience.

The term "Total Disability" also means the total and irrecoverable loss of the sight of both eyes, or of the use of both hands, or both feet, or of one hand and one foot whether or not such loss prevents the Insured from engaging in any occupation or business provided, however, the cause of such loss occurs after the effective date of this rider.

Risks Not Covered. The insurance under this rider does not cover disability resulting from (a) intentionally self-inflicted injury or (b) military or naval service with any country at war. "Military or naval service" includes service in any air force or branch of any country or international organization or combination of countries. "War" includes undeclared war and armed conflict involving the military, naval or air forces of any country, international organization or combination of countries.

Change in Death Benefit. The Company will not allow an increase in the Specified Amount under the policy during the continuance of Total Disability.

Unless provided otherwise, if Death Benefit Option 1 is in effect when waiver of monthly deductions commence, the Company will automatically change it to Death Benefit Option 2. In such event, the Company will reduce the Specified Amount to equal the death benefit less the Accumulation Value of the policy as of the date Total Disability commenced.

Cost of Insurance. The cost for the insurance provided by this rider will be part of the monthly deduction made under the policy. The amount so deducted each month will be determined by multiplying the applicable Rate Factor from the table below by the sum of all the other covered monthly charges for the policy and all riders.

If the Insured is in a rated premium class, the rate factor used in determining the cost for the insurance will be the Rate Factor from the table multiplied by the Risk Factor, if any, shown in the Policy Specifications.

Attained Age (nearest birthday)	Male Rate Factor	Female Rate Factor
5-24	.0270	.0315
25-39	.0300	.0350
40-44	.0300	.0425
45-49	.0350	.0500
50-54	.0500	.0600
55	.0650	.0800
56	.0750	.0900
57	.0850	.1000
58	.0950	.1100
59	.1050	.1200
60	.0750	.0900
61	.0700	.0850
62	.0650	.0800
63	.0500	.0600
64	.0200	.0300

Written Notice and Proof of Claim. Written notice of claim and due proof of Total Disability must be given to the Company at the Home Office (a) while the Insured is alive and during the continuance of Total Disability.

Failure to give such timely notice and proof will not, however, invalidate or diminish any claim if it is shown that such notice and proof were given as soon as was reasonably possible.

Proof of Continuation of Total Disability. While the Insured is disabled, the Company may require proof of the continuance of Total Disability and may require the Insured to be examined at reasonable intervals by a physician other than the Insured. The Company may not, however, require such proof more often than once a year if at least 2 years have elapsed since the approval of the claim. If such proof is not furnished or if the Insured fails to submit to such examination no further monthly deductions will be waived.

Recovery from Disability. If and when the Insured has recovered from Total Disability, no further monthly deductions will be waived. Monthly deductions becoming due after such recovery will be made in accordance with the terms of the policy.

Termination. This rider and all insurance provided under it will terminate automatically upon whichever of the following occurs first: (a) the Date of Expiry, except with respect to benefits accruing during the continuance of any then existing Total Disability for which the Company has received due proof as required, (b) nonpayment of a premium within the grace period as specified in the policy, (c) the date the policy matures or is continued in force under a settlement option, or (d) surrender or other termination of the policy. If, however, the policy is reinstated prior to the Date of Expiry, this rider will likewise be reinstated.

Upon written request and the return of the policy for endorsement, this rider may be terminated as of any Monthly Anniversary Day. In such event, subsequent monthly deductions will be reduced accordingly.

Any termination of the coverage provided by this rider would be without prejudice to any claim beginning while this rider was in effect.

Incontestability. Except for nonpayment of monthly deductions, this rider will be incontestable after it has been in force during the Insured's lifetime and without the occurrence of Total Disability (a) for 2 years from its date of issue, or (b) with respect to any requested increase in Specified Amount under the policy, for 2 years from the date of such increase.

Consideration. The consideration for the Waiver of Monthly Deductions Benefit is the application for this benefit, a copy of which is attached to and made a part of the policy, and the payment of the additional cost for this benefit.

Effective Date. This rider becomes effective as of its date of issue which is the Date of Issue of the policy unless a later date is shown in the Policy Specifications.

Lincoln Life & Annuity Company of New York



PRESIDENT

Lincoln Life & Annuity Company of New York
Life Insurance Application
Part I

LINCOLN LIFE

Home Office Location: 120 Madison Street, Suite 1700
 Syracuse, NY 13202

Administrator Mailing Address: Lincoln Life & Annuity Company of New York
 350 Church Street
 Hartford, CT 06103

NO. 007439

POLICY INFORMATION

1. Proposed Insured's Name (First, M.I., Last, as it is to appear on policy) <u>James E. Reid</u>			2. Proposed Insured's SS # [REDACTED]		3. Sex ☒ M ☐ F		
4. Date of Birth <u>5/1</u>		5. Age nearest Birthday <u>48</u>		6. Place of Birth (State) <u>MD</u>		7. Insured's drivers license number and State of issue: [REDACTED] <u>NY</u>	
8. Home Address (No., Street, City, State & Zip Code) [REDACTED]				9. Phone Numbers and most convenient time Proposed Insured can be reached (Home) [REDACTED] ☐ AM ☒ PM (Work) [REDACTED] ☒ AM ☐ PM			
10. WHOLE LIFE INSURANCE				Plan			
☐ OL Face Amount \$ _____ ☐ Target Amount \$ _____ ☐ TTR Escalator _____ % ☐ Term Purchase Option \$ _____ ☐ CPR/Target Premium \$ _____				☐ Lump Sum Premium \$ _____ ☐ Level Term Rider Face Amount \$ _____ ☐ Additional Term Rider _____ % Start Year _____ Stop Year _____ ☐			
Benefits (if available) ☐ Waiver of Premium ☐ Additional Indemnity (if less than face) \$ _____				☐ Optional Purchase of Additional Insurance \$ _____ ☐			
11. FLEXIBLE PREMIUM UNIVERSAL LIFE INSURANCE				Plan			
☐ Specified Amount ☒ Specified Amount Plus Cash Value/Accumulation Value ☒ Initial Specified Amount \$ <u>750,000</u>				☒ Planned Annual Premium \$ <u>12,000</u> ☐ Lump Sum Deposit \$ _____ ☐			
Benefits (if available) ☒ Waiver of Monthly Deduction ☐ Waiver of Specified Premium \$ _____ ☐ Guaranteed Insurability Rider \$ _____				☐ Additional Indemnity (if less than face) \$ _____ ☐			
12. OTHER INSURANCE				Plan			
☐ Face Amount \$ _____				Benefits (if available) ☐ Waiver of Premium ☐ Additional Indemnity (if less than face) \$ _____ ☐			
13. Shall the Automatic Premium Loan provision (if available) be made effective? ☒ Yes ☐ No							

14. How shall premiums be payable? ☐ Annually ☐ Semi-Annually ☐ Quarterly ☒ PAC ☐ Salary Allotment ☐ Account Billed		
15. To whom shall premium notices be sent? ☒ To both Insured and Owner ☐ To Owner only		
16. If Insured is to receive premium notices, where should they be sent? ☒ Insured's residence ☐ Insured's business ☐ Other		
17. Owner (if other than insured) Billing Address (No., Street, City, State & Zip Code)		
PROPOSED INSURED INFORMATION		
18. Name of employer and nature of business <i>Self</i>		
19. Place of Business (No., Street, City, State & Zip Code) 		
20. Current Occupation/Position <i>Attorney</i>	21. How long so employed? <i>17 years</i>	22. Duties <i>Partner in Plaintiff's law practice</i>
23. Do you contemplate flying, or have you flown during the past 2 years as a pilot, student pilot or crew member? ☒ Yes ☐ No If "Yes," an Aviation Supplement is required.		
24. Do you plan to participate or have you participated within the past 2 years in motor vehicle or boat racing, hang gliding or sky, skin, or scuba diving or similar sports? ☐ Yes ☒ No If "Yes," complete Avocation Questionnaire.		
25. Do you contemplate residence or travel outside of the United States or Canada for more than 30 days within the next year? ☐ Yes ☒ No If "Yes," complete Foreign Travel or Residence Questionnaire.		
26. Have you had convictions within the past 3 years for motor vehicle moving violations, or had your license suspended, revoked or restricted? ☐ Yes ☒ No If "Yes," give details below.		
27. Have you ever been convicted of a felony? ☐ Yes ☒ No If "Yes," give details below.		
28. Have you used or consumed tobacco or nicotine substitute within the last 12 months? If "Yes," describe below the frequency, quantity and kind of tobacco or nicotine substitute used. 		
OTHER/EXISTING COVERAGE		
29. Have you ever applied for any Life or Health Insurance which was denied, required an extra premium, or was issued for a reduced face amount? ☐ Yes ☒ No If "Yes," give full details below.		
30. Are you applying or have you negotiated for other Life or Health Insurance either formally or informally, within the last 6 months? ☐ Yes ☒ No If "Yes," give details below.		

007439

31. Will you discontinue coverage, stop paying premiums, initiate a reduction in face amount, or borrow or surrender cash value on any Life Insurance or Annuity if this insurance is issued? ☐ Yes ☒ No (If "Yes," give full details in space below)

Forward proper replacement forms, if required.	Company	Policy Number	Amount

32. What is the total amount of Life Insurance (Personal and Business) presently in force on your life **excluding any policies that will be replaced?** The amount shown for each policy should also include coverage under any term riders, but Group or Health Insurance policies should not be included. List each policy separately. If none, so state.

Company	When Issued	Amount	AI Amount
MML	1990	25,000	
MML	1993	500,000 (SWL)	
NEM	1986	200,000 (business)	
NXL	1991	50,000	

POLICYOWNER INFORMATION

33. Policyowner Name (Give full name and relationship to Proposed Insured. If Trust, include Trustee(s)/Trust Name/Trust Date)

34. If Owner is other than the Insured, Owner SS # or Tax ID #

_____ OR _____

35. Contingent Owner, if any, AND relationship to Proposed Insured

36. I(We) have paid \$ _____ to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I(we) acknowledge that I(we) fully understand and accept its terms.

37. ADDITIONAL INSTRUCTIONS

BENEFICIARY INFORMATION

38. All Primary Beneficiaries who survive the Insured shall share equally unless otherwise indicated. If no Primary Beneficiary survives the Insured, benefits will be paid in equal shares to the Contingent Beneficiaries, if surviving the Insured, unless otherwise specified.

- a. Primary Beneficiary AND Relationship to Proposed Insured if personal beneficiary

- b. Contingent Beneficiary AND Relationship to Proposed Insured if personal beneficiary

39. If Beneficiary or Owner is other than an individual, indicate whether:

Beneficiary is a: ☐ Corporation ☐ Partnership ☐ Other _____

Owner is a: ☐ Corporation ☐ Partnership ☐ Other _____

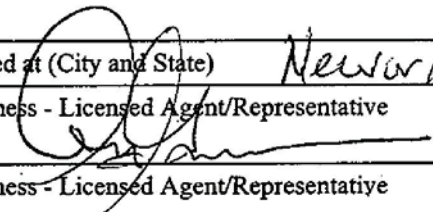
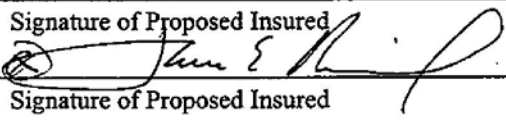
Name of person authorized to transact business _____

CERTIFICATIONS AND SIGNATURES

I(We) have read the above questions and answers and declare that they are complete and true to the best of my(our) knowledge and belief. I(We) agree, a) that this Application (Part I, pages 1 and 2, 3 and 4; Part II; or Part IIA if required) shall form a part of any Policy issued, and b) that no Agent/Representative of the Company shall have the authority to waive a complete answer to any question in this Application, make or alter any contract, or waive any of the Company's other rights or requirements. I(We) further agree that no insurance shall take effect (except as provided in the Temporary Life Insurance Agreement if advance payment has been made and acknowledged above and such Agreement issued) unless and until the Policy has been delivered to and accepted by me(us) and the initial premium paid during the lifetime of the Proposed Insured(s) and provided the Proposed Insured(s) remain in the state of health and insurability represented in Parts I and II of this application, or Part IIA if required.

Under penalties of perjury, it is certified that: (a) The social security or Employer ID numbers shown in this application are correct taxpayer identification numbers, and (b) the holders of said numbers are not subject to any backup withholding of U.S. Federal income tax for failure to report interest or dividends.

Illustrations of benefits, including death benefits, policy values and cash surrender values are available upon request.

Dated at (City and State) <u>Newark, NJ</u> On (Month, Day & Year) <u>18 February 2000</u>	
Witness - Licensed Agent/Representative 	Signature of Proposed Insured 
Witness - Licensed Agent/Representative	Signature of Proposed Insured
Witness	Signature of Applicant/Owner if other than Proposed Insured
Witness	Signature of Applicant/Owner if other than Proposed Insured

B10313 NY

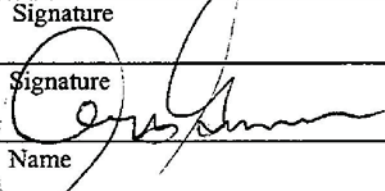
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CERTIFICATION BY REPRESENTATIVE

The Licensed Representative who witnessed the signature(s) on this Application certifies that:

- 1) He/she asked all the questions on this application, and recommends this risk to the Company without reservation.
- 2) The policy being applied for ☐ is ☒ is not intended to replace existing Life Insurance or Annuity.

If "Yes," the appropriate Replacement form must be given to the client at time of application.

Licensed Representative	Signature	(If other than Controlling Producer)			
Controlling Producer		Office Code	S.S. # / TIN #	Producer Code	Share %
		<u>613</u>		<u>625725</u>	<u>100</u>
Second Producer	Name	Office Code	S.S. # / TIN #	Producer Code	Share %
Third Producer	Name	Office Code	S.S. # / TIN #	Producer Code	Share %
Consultant	Name	Office Code	S.S. # / TIN #	Producer Code	Share %
Second Consultant	Name	Office Code	S.S. # / TIN #	Producer Code	Share %

SECTION FOR FIELD OFFICE ADMINISTRATION STAFF

1. Verify that the licensed Representative who signed the application is licensed in the state in which the application was taken.

2. Answer the following with respect to the Controlling Producer.

- a. License for Lincoln National Life Insurance Company is ☒ in force ☐ pending ☐ not required
- b. Contract pending - what type? _____

3. Office to which contract is to be sent Rochester

4. Office Code 013

007439

THE FOLLOWING QUESTIONS RELATE TO THE PROPOSED INSURED AND ARE TO BE ANSWERED FULLY BY THE LICENSED REPRESENTATIVE

1a. How long and how well have you known the Proposed Insured?

12 years - very well

b. Has the Proposed Insured ever been known by another name? List all.

No

2. When and for what reason did the Proposed Insured last consult a physician? Include physician's name and address.

[REDACTED]

3. Basis of Application: (Check One) ☐ Nonmedical ☐ Medical ☒ Paramedical

An appointment has been made with _____ on _____

4. Rate Basis: (Check One) ☐ Gender Neutral ☒ Sex-Distinct

5. List business associates or family members on whom Applications are also being submitted.

6. Total Net Worth (exclusive of Life Insurance)
How much of Net Worth is in liquid investments
and savings?

[REDACTED]

B10313 NY

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AUTHORIZATION

The purpose of this authorization is to allow the Insurance Company to determine your eligibility for life or health insurance coverage or a claim for benefits under a life or health policy.

I AUTHORIZE any medical professional, hospital, medical care institution, insurer, Medical Information Bureau, Inc., consumer reporting agency, Social Security Administration, employer, or other person having records or knowledge of me or my family members' physical or mental health, or any other information bearing on our insurability, to give Lincoln Life & Annuity Company of New York, and its reinsurers, or any consumer reporting agency acting on the Company's behalf, any such information. This shall include all information about my(our) medical history, diagnosis, treatment, and prognosis including information regarding alcohol or drug abuse.

I AUTHORIZE the Insurance Company to have a blood sample and urine sample analyzed for the purpose of underwriting my application for insurance coverage. The analysis of the blood and urine sample may include, but is not limited to, tests where allowed by law for diabetes, liver function, kidney disorders, cholesterol and related blood lipids, presence of acquired immune deficiency syndrome antibodies, immune disorder, or the presence of medication, drugs, or nicotine. I AUTHORIZE the Insurance Company to disclose the results of these tests to the Medical Information Bureau described in the Important Notice.

I UNDERSTAND THAT my(our) medical records may be protected by certain Federal Regulations, especially as they apply to any drug or alcohol abuse data. I understand that I(we) may revoke this authorization at any time as it pertains to any such drug or alcohol abuse data by written notification; however, any action taken prior to revocation will not be affected.

This authorization shall be valid for a period of two years after the date it is signed. A photographic copy of this authorization shall be as valid as the original. I will be given a copy of this authorization at my request. An investigative consumer report may be obtained and if such a report is obtained, I may request to be interviewed in connection with the preparation of that report. If a consumer report is obtained, ☐ I do ☐ do not request to be interviewed.

I ACKNOWLEDGE the receipt of the "Important Notice" containing Fair Credit Reporting Act and Medical Information Bureau, Inc. information.

Signed on 02 18 2000

Month

Day

Year

[Signature]

Signature of Proposed Insured

Lincoln Life & Annuity Company of New York
Part II of Application for Insurance

LINCOLN LIFE

(Proposed Insured's answers must be recorded by Medical Examiner with no one else present)

180757

PROPOSED
INSURED:

James E. Reed

BIRTH DATE

MO. DAY YR.

151

EXAMINER: PLEASE CHECK REASON FOR EXAMINATION:

☒ LIFE INS. ☐ DISABILITY INS. ☐ PLAN CHANGE
☐ OTHER (Explain)

Details of "Yes" answers: Identify question number, circle applicable items. Include diagnosis, dates, duration and names and addresses of all attending physicians and medical facilities.

Have you ever had any indication of or been treated for:

Yes No

Chest pain, high blood pressure, heart disease, heart murmur, or other disorders of the heart or blood vessels?

Ulcers, colitis, jaundice, or other disease of the stomach, liver, intestines or gallbladder?

Sugar, albumin, blood or pus in the urine; venereal disease; disorder of the kidney or bladder?

Seizures, epilepsy, fainting, dizziness, stroke or paralysis?

Nervous, mental, or emotional disorder or received counseling for anxiety, depression, nervousness, stress, mental or nervous disorder or any other emotional problem?

Any tumor, cancer, cysts; any disorder of lymph glands?

Arthritis, gout, recurrent back pain, sciatica, neuritis, or any disorder of the back, spine, nerves, muscles or joints?

Diabetes, thyroid or other endocrine or glandular disorder?

Anemia or any other blood disorder?

Asthma, emphysema, shortness of breath, or any other disorder of the respiratory system?

Disorder of the eyes, ears, nose or throat?

Drug or alcohol abuse, or been advised to limit your use of alcohol or addictive substances?

Any physical abnormality or deformity?

Allergies or skin disorder?

Are you now under observation or treatment?

Have you ever been diagnosed as having or been treated by a physician for Acquired Immune Deficiency Syndrome or an AIDS related condition?

Other than above, have you within the past 5 years:

Had any mental or physical disorder not listed above?

Had a check-up, electrocardiogram, x-ray, blood test (other than HIV) or diagnostic test?

Been a patient in a hospital, clinic, sanatorium, or other medical facility?

Been advised to have any diagnostic test, hospitalization or surgery which was not completed?

Have you ever requested or received benefits or payment because of an injury, sickness or disability?

Have you used tobacco in any form within the last twelve months? If "Yes," describe frequency and kind of tobacco used.

Family History: Diabetes, cancer, high blood pressure, mental illness, suicide or heart disease?

	Age if Living	Cause of Death	Age at Death
Father			
Mother			
Brothers & Sisters			
No. Living			
No. Dead			

8. Have you ever had any disorder of the reproductive organs (testicles, prostate, breasts, ovaries, etc.)?

9a. Are you currently pregnant? ☐ Yes ☐ No
 b. If so, have there been any complications with this pregnancy or any other pregnancy? ☐ Yes ☐ No

10a. Name and address of your personal physician: (if none, please check) ☐ None

b. Date and reason last consulted:

c. What treatment was given or medication prescribed?

I hereby declare that the statements and answers to the above questions are complete and true to the best of my knowledge and belief.

I agree that a copy of this Part II shall be attached to and form a part of any policy issued.

DATED AT (City, State & Zip Code)

CINDE, NY 14433

on: January 11, 2000

SIGNATURE OF PROPOSED INSURED OR PARENT OR GUARDIAN IF A JUVENILE

WITNESS (Medical Examiner)

Julie A. Riviello RN

B10761 NY LNY

28947 (3-98)

(Page 1)

Lincoln Life & Annuity Company of New York

LINCOLN LIFE

VUL/SVUL Addendum to Application

THIS VUL/SVUL ADDENDUM IS SUBMITTED AS A SUPPLEMENT TO LIFE INSURANCE APPLICATION NO.

Name of Proposed Insured(s): <u>James E. Reid</u>	
First	Middle Initial Last
Name of Owner(s): <u>Insured</u>	
First	Middle Initial Last
1. BROKER/DEALER INFORMATION	
Print Name of Broker/Dealer: <u>Lincoln Financial Advisors</u>	
Address: <u>200 Meridian Centre, Suite 50, Rochester, NY 14618</u>	
Telephone: <u>(716) 271-4446</u>	Field Office Code: <u>013</u>
2. INVESTMENT OBJECTIVE	
3. INITIAL PREMIUM PAYMENT ALLOCATION	
(Allocation to any one % line must be 1% or more. Use whole percentages only. Grand Total of all allocations made in this section of the application must equal 100%) If DOLLAR COST AVERAGING is elected, an allocation must be made to the Money Market Fund and the % allocated must result in an initial amount of at least \$1,000 in such account. Please complete Section 5. NOTE: ALL PAYMENTS AND VALUES PROVIDED BY THE LIFE INSURANCE POLICY WHEN BASED ON THE INVESTMENT EXPERIENCE OF THE VARIABLE ACCOUNT ARE VARIABLE AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT. THE DEATH BENEFIT PROCEEDS AND THE CASH VALUES MAY INCREASE OR DECREASE IN ACCORDANCE WITH THE EXPERIENCE OF THE VARIABLE ACCOUNT. ALSO, THE DEATH BENEFIT PROCEEDS MAY BE VARIABLE OR FIXED UNDER SPECIFIED CONDITIONS.	
4. AUTOMATIC	
☐ Quarterly ☐ Semi-Annual ☐ Annual	
NOTE: THIS SERVICE IS NOT AVAILABLE IF DOLLAR COST AVERAGING IS SELECTED.	

5. DOLLAR COST AVERAGING

(Follow instructions in Section 3 before completing this section)

Select One Transfer Option (\$100 minimum per transfer):

☐ \$ _____ monthly ☐ \$ _____ quarterly

Each amount transferred is to be applied to the following Fund(s) in these percentages (Use whole percentages only. Total must equal 100%).

AIM

____ % AIM V.I. Capital Appreciation Fund
 ____ % AIM V.I. Diversified Income Fund
 ____ % AIM V.I. Growth Fund
 ____ % AIM V.I. Value Fund

BT

____ % BT Equity 500 Index Fund

Delaware Group

____ % Delaware Emerging Markets Series
 ____ % Delaware Small Cap Value Series
 ____ % Delaware Trend Series

Fidelity

____ % VIP Equity-Income
 ____ % VIP II Asset Manager
 ____ % VIP II Investment Grade Bond

Lincoln National Money Market

____ % LN Money Market Fund

Massachusetts Financial Services

____ % MFS Emerging Growth Series
 ____ % MFS Total Return Series
 ____ % MFS Utilities Series

OCC

____ % OCC Global Equity Portfolio
 ____ % OCC Managed Portfolio

Templeton

____ % Templeton Asset Allocation Fund
 ____ % Templeton International Fund
 ____ % Templeton Stock Fund

Other (if available for these products)

____ %
 ____ %

I(We) understand that these transfers will continue until the Fund is exhausted or I(we) terminate the program, whichever occurs earlier. I(We) also understand that I(we) may add to such Fund at any time to continue this program or may change the periodic amounts.

6. CERTIFICATIONS

I(We) have read the above questions and answers and declare that they are complete and true to the best of my (our) knowledge and belief. I(We) agree, a) that this VUL/SVUL Addendum to Application and Life Insurance Application (Part I pages 1, 2, 3 and 4, and Part II, or Part IIA, if required) shall form a part of any policy/contract issued, and b) that no Agent/Representative of the Company shall have the authority to waive a complete answer to any question in this Addendum to Application, make or alter any contract, or waive any of the Company's other rights or requirements. I(We) further agree that no insurance shall take effect unless and until the policy/contract has been delivered to and accepted by me(us) and the initial premium paid during the lifetime of the Proposed Insured(s), and provided the Proposed Insured(s) remain in the state of health and insurability represented in Parts I and II, or Part IIA if required, of this Application.

I(We) acknowledge receipt of a current prospectus.

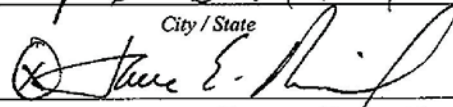
Illustrations of benefits, including death benefits, policy values and cash surrender values are available upon request.

7. SIGNATURES

Signed at

Newark, NJ
 City / State

On 02/18/2028
 Mo. Day Year



Signature of Proposed Insured(s)

Signature(s) of Owner(s) if other than Proposed Insured(s)

Signature of Witness

Signature of Licensed Agent/Registered Representative

THE FOLLOWING QUESTIONS RELATE TO THE POLICY OWNER AND ARE TO BE ANSWERED FULLY BY THE LICENSED REPRESENTATIVE AND THE POLICY OWNER.

1. Total Net Worth

How much of Net Worth is in Stock and Bonds?

2. Name of Current Employer

Self

3. Address of Employer (Street, City, State, Zip)

4. Occupation ☐ Business Owner ☐ Executive ☒ Professional ☐ Retiree ☐ Other

5. If a corporation, partnership or other legal entity, the name of any persons authorized to transact business on behalf of the entity.

6. Does Policy Owner have affiliation with, or work for, a member of a Stock Exchange or the National Association of Securities Dealers, Inc., or other entity in dealing as agent or principal in securities? ☐ Yes ☒ No
If yes, what is the name and address of the company?

7a. Is there a current need for life insurance?

☒ Yes ☐ No

b. Does Policy Owner/Insured understand that Variable Universal Life is a life insurance policy?

☒ Yes ☐ No

c. Does Policy Owner/Insured understand that the cash value, and the benefits provided under the policy, vary dependent upon the investment experience of the sub-accounts, and that a decrease in cash value may cause a lapse in the policy and loss of life insurance coverage?

☒ Yes ☐ No

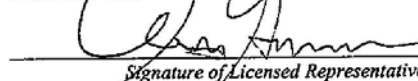
8. Signed at New York, NY

on 02/18/2020


Signature of Policy Owner


Signature of Proposed Insured

Licensed Representative Attestation: The above-named Policy Owner has been informed of the risks involved in this life insurance policy and I believe the VUL-1 product is suitable given the Policy Owner's overall objective towards investing and time horizon.


Signature of Licensed Representative


Licensed Representative Name
ALAN H. GROSSMAN

9. _____

on 1/1

Signature of Field Investment Reviewer

Lincoln Life & Annuity Company of New York

Hartford, CT 06103-1106

Insured(s): JAMES E REID

Policy or Annuity Number: 4810907

I hereby amend my application for the above numbered policy or annuity so that:

PART I, QUESTION 33, POLICYOWNER SHALL BE THE INSURED.

Dated at Syracuse, NY on May 11, 2020
City and State
Witness [Signature] 1st Insured or Annuitant [Signature]
Witness _____ 2nd Insured or Annuitant _____
Witness _____ Applicant/Owner _____
(If other than Insured or Annuitant)

RETURN ONE SIGNED COPY TO: Lincoln Life & Annuity Company of New York
New Business - MCA2 or Life Brokerage - MBR2
350 Church Street
Hartford, CT 06103-1106

B2758e LNY

**Life Client Solutions Contact Information**

Mail: PO Box 21008, Greensboro, NC 27420-1008

Phone: 800-487-1485 Fax: 800-819-1987

Email: CustServSupportTeam@LFG.comwww.LincolnFinancial.com**Beneficiary Change for Life Policy****General Information** (To avoid processing delay, type or print clearly.)

This section must be completed. See page 4 for required signature(s) and paperwork if applicable.

Policy/Certificate No.: 4810907 Issued by (the Company): Lincoln Life & Annuity Company of New YorkInsured's Name: JAMES E. REIDOwner(s) Name: JAMES E. REIDCurrent Owner(s) Social Security Number/TIN (Last 4 digits): [REDACTED]Owner(s) Address: [REDACTED]City, State, Zip: [REDACTED]Daytime Telephone No.: [REDACTED]Email Address: [REDACTED]☐ Check here if new address**Instructions**

Almost all beneficiary changes can be requested by using this form. However, if there is any question concerning the completion of the request or if a beneficiary designation is desired which cannot be requested on this form, contact your local representative or Agency which services your policy.

1. Complete a separate request for change of beneficiary for each policy to be changed, unless the owner and all information is the same for all policies.
2. A form which has been altered or on which there has been an erasure cannot be accepted unless the alteration or erasure is initialed by the policyowner.
3. This form is to be forwarded to the Company. A confirmation of the beneficiary change will be sent to you for your records.
4. This form is not to be used to elect an Optional Method of Settlement.
5. **Irrevocable Beneficiaries:** An irrevocable beneficiary is a designation that cannot be changed without the irrevocable beneficiary's written consent. It is also a designation that for any change (i.e. withdrawal, ownership change, etc.) to the policy/contract, we will require the irrevocable beneficiary to sign and date the request. If you are naming an irrevocable beneficiary, contact our office for instructions.
6. **Beneficiary Classes (unless otherwise specified in the designation):**
PRIMARY or the first person(s)/entity(ies) in line to receive the death proceeds after the insured is deceased.
CONTINGENT or the second or subsequent person(s)/entity(ies) in line to receive the death proceeds after the insured is deceased and no surviving primary beneficiary(ies).
SECOND CONTINGENT or the third or subsequent person(s)/entity(ies) in line to receive the death proceeds after the insured is deceased and no surviving primary or contingent beneficiary(ies).

Beneficiary Designation

Designations given in dollar amounts will not be accepted. However, designations given in percentages or fractions equal to 100% will be accepted.

If joint beneficiaries are named in any of the three classes (Primary, Contingent, or Second Contingent), the proceeds are to be paid equally to the survivors unless otherwise stated.

If you are adding beneficiaries but not changing existing beneficiaries, you must restate all existing beneficiaries.

Change beneficiaries on: (select one)

- | | |
|--|---|
| ☐ Base policy | ☐ Children term rider(s) |
| ☐ Primary Insured Rider | ☐ First to die rider |
| ☐ Other Insured rider--on the life of the _____ | ☐ Last to die rider |

If you do not select one of the options, we will automatically change the beneficiaries on the base policy and the primary insured rider (if applicable).

For Trust and Custodian Designations see page 3. If no fractions or percentages are given, proceeds will be paid equally to the survivor or survivors, if any in the class (ie: primary, contingent, or second contingent).

Primary Beneficiary - the first person(s)/entity(ies) in line to receive the death proceeds after the insured is deceased.

Full Name* (Individual or Company)	Complete Mailing Address*	Telephone Number*	Date of Birth*	Relationship to Insured*	SSN or TIN*	Percentage/ Fraction of Proceeds

*Required Fields

Contingent Beneficiary - the second or subsequent person(s)/entity(ies) in line to receive the death proceeds after the insured is deceased and no surviving primary beneficiary(ies).

Full Name* (Individual or Company)	Complete Mailing Address*	Telephone Number*	Date of Birth*	Relationship to Insured*	SSN or TIN*	Percentage/ Fraction of Proceeds

*Required Fields

Second Contingent Beneficiary - the third or subsequent person(s)/entity(ies) in line to receive the death proceeds after the insured is deceased and no surviving primary or contingent beneficiary(ies).

Full Name* (Individual or Company)	Complete Mailing Address*	Telephone Number*	Date of Birth*	Relationship to Insured*	SSN or TIN*	Percentage/ Fraction of Proceeds

*Required Fields

*This information is requested to assist us in identifying and contacting your beneficiary(ies) in the event of a claim/ distribution and ensure benefits are paid out appropriately. State regulations may require benefits be paid to the State if the beneficiary cannot be located in a timely manner.

Signature(s) required on page 4.

Trust Designation

If the beneficiary is a Trust, complete the following:

☐ Primary ☐ Contingent ☐ Second Contingent

Full Name of Trust & Full Name of Trustees*	Full Address of Trust*	Telephone Number*	Date of Trust*	Tax ID*	Percentage/ Fraction of Proceeds

*Required Fields

Custodian Designation

If the beneficiary is a custodian on behalf of a minor, complete the following if applicable:

Note: Minor Beneficiaries: Any payment due to a minor beneficiary shall be made to the legally appointed guardian of the minor, unless otherwise permitted by law. If you are designating a minor beneficiary, we suggest you contact your legal advisor to consider doing so under the UNIFORM GIFTS TO MINORS ACT (UGMA), or UNIFORM TRANSFERS TO MINORS ACT (UTMA), whichever may be in effect in your state.

☐ Primary ☐ Contingent ☐ Second Contingent Percentage/Fraction of Proceeds _____

Custodian under the UGMA/UTMA Acting on Behalf of Beneficiary: One Custodian per minor Beneficiary. All fields are required.

_____ as Custodian for _____ under the UTMA/UGMA of _____	
Name of Custodian	Name of Minor State
Minor Social Security Number	Minor Date of Birth Minor Phone Number
Minor Mailing Address	City State ZIP
Custodian Mailing Address	City State ZIP

To designate Custodians for additional minor beneficiaries, attach a signed and dated sheet including all details required above for each additional child.

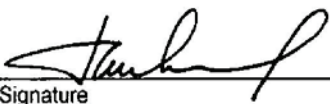
Signature(s) required on page 4.

Authorizations and Signatures

Please sign and date below.

SIGNATURE REQUIREMENTS

Owner	Signature(s) Required
Individual(s)	Policy Owner(s)
Corporation, Bank or Financial Institution	Signature of one officer with title, and a corporate resolution which names all officers authorized to sign on behalf of the corporation; or two officers signatures, with title, without corporate resolution.
Conservator or POA	Signature of Conservator or POA with title. We require Letter of Conservatorship along with court order designating conservator/guardian or copy of the POA document to be on file. If POA is dated more than 3 years, we require an affidavit to accompany the request. Signature Example: John Doe, POA for Jane Doe.
Trust	Signature of all trustee(s) with title along with the completed Certification of Trustee Powers form AN07086.
Partnership or LLC	We require one general/managing partner signature with title and a copy of the Partnership agreement for Partnerships OR one managing member's signature with title and a copy of the operating agreement for LLCs.
Custodian/Minor	We require court order - "Letter of Guardianship" or UGMA or UTMA paperwork. (If the custodian designation was completed on page 3, additional paperwork is not required.)
Signed by a "X"	If signor is unable to sign and must sign with an "X," we require signature be notarized.
Stamped signatures	We will not knowingly accept a stamped signature.
All other interested parties	Contact customer service to verify signature(s) needed.

If you are signing the form in any capacity other than an individual an appropriate title is required.***A witness signature of a disinterested party is required in the state of Massachusetts.**


Owner's Signature

 30 October 2014
Date

 James E. Reid
Name (print or type)

 Owner
*Title

Owner's Signature

Date

Name (print or type)

*Title

Other Required Signature (if applicable)

Date

Name (print or type)

*Title

Witness Signature (Massachusetts only)**

Date



The Lincoln National Life Insurance Company
 Lincoln Life & Annuity Company of New York
 First Penn-Pacific Life Insurance Company
 (as in your contract and herein the "Company")

Life Customer Service Contact Information

Mail: PO Box 21008, Greensboro, NC 27420-1008

Phone: 800-487-1486 Fax: 800-819-1987

Email: CustServSupportTeam@LFG.com

www.LincolnFinancial.com

Beneficiary Change for Life Policy

General Information (Please type or print clearly.)

This section must be completed or your request will be declined.

Policy/Certificate No.: 4810907

Issued by (the Company): Lincoln Financial Group

Insured Information

Full Legal Name (First, Middle, Last): James E Reid

Insured's Mailing Address: [REDACTED]

City: [REDACTED]

State: [REDACTED]

Zip: [REDACTED]

Social Security Number: [REDACTED]

Date of Birth: 8-8

Daytime Telephone Number: [REDACTED]

☒ Check here if new address

Email Address: [REDACTED]

Owner Information (If different from Insured. Submit more pages as necessary.)

Full Legal Name (First, Middle, Last): [REDACTED]

Owner's Mailing Address: [REDACTED]

City: [REDACTED]

State: [REDACTED]

Zip: [REDACTED]

Social Security Number/EIN*: [REDACTED]

Date of Birth/Trust**: [REDACTED]

Daytime Telephone Number: [REDACTED]

☐ Check here if new address

Email Address: [REDACTED]

*The submission of a completed IRS Form W-9 may be required. Employer Identification Number for Trusts or Entities

**The date the trust was established

Instructions

Almost all beneficiary changes can be requested by using this form. However, if there is any question concerning the completion of the request or if a beneficiary designation is desired which cannot be requested on this form, contact your local representative or Agency which services your policy.

1. Complete a separate request for change of beneficiary for each policy to be changed, unless the owner and all information is the same for all policies.
2. A form which has been altered or on which there has been an erasure cannot be accepted unless the alteration or erasure is initiated by the policy owner(s).
3. This form is to be forwarded to the Company. A confirmation of the beneficiary change will be sent to you for your records.
4. This form is not to be used to elect an Optional Method of Settlement.
5. Irrevocable Beneficiaries: An irrevocable beneficiary is a designation that cannot be changed without the irrevocable beneficiary's written consent. It is also a designation that for any change (i.e. withdrawal, ownership change, etc.) to the policy/contract, we will require the irrevocable beneficiary to sign and date the request. If you are naming an irrevocable beneficiary, contact our office for instructions.
6. Beneficiary Classes (unless otherwise specified in the designation):
7. PRIMARY or the first person(s)/entity(ies) in line to receive the death proceeds after the insured is deceased.
8. CONTINGENT or the second or subsequent person(s)/entity(ies) in line to receive the death proceeds after the insured is deceased and no surviving primary beneficiary(ies).
9. SECOND CONTINGENT or the third or subsequent person(s)/entity(ies) in line to receive the death proceeds after the insured is deceased and no surviving primary or contingent beneficiary(ies).
10. If your beneficiary is a Trust, see page five.

Beneficiary Designation

Designations given in dollar amounts will not be accepted. However, designations given in percentages or fractions equal to 100% will be accepted.

If joint beneficiaries are named in any of the three classes (Primary, Contingent, or Second Contingent), the proceeds are to be paid equally to the survivors unless otherwise stated.

If you are adding beneficiaries but not changing existing beneficiaries, you must restate all existing beneficiaries.

Change beneficiaries on: (select one)

- ☒ Base policy
- ☐ Children term rider(s)
- ☐ Primary Insured Rider
- ☐ First to die rider
- ☐ Last to die rider
- ☐ Other Insured rider – on the life of _____

If you do not select one of the options, we will automatically change the beneficiaries on the base policy and the primary insured rider (if applicable).

For Trust and Custodian Designations see page 5.

If no fractions or percentages are given, proceeds will be paid equally to the survivor or survivors, if any in the class (ie: primary, contingent, or second contingent).

Primary Beneficiary(ies) (Submit more pages as necessary.) This information is required in order to assist us in identifying and contacting your beneficiary(ies) in the event of a claim / distribution and ensure benefits are paid out appropriately. State regulations may require benefits be paid to the State if the beneficiary cannot be located in a timely manner. If your beneficiary is a Trust, see pg. 5.

The first person(s)/entities in line to receive the death proceeds after the insured is deceased.

Full Legal Name (First, Middle, Last): [REDACTED]

Beneficiary's Mailing Address: [REDACTED]

City: [REDACTED] State: [REDACTED] Zip: [REDACTED]

Social Security Number/EIN*: [REDACTED] Date of Birth: [REDACTED]

Daytime Telephone Number: [REDACTED]

Email Address: [REDACTED]

Relationship to Insured: Trust

Percentage or Fraction of Proceeds: 100

Full Legal Name (First, Middle, Last): [REDACTED]

Beneficiary's Mailing Address: [REDACTED]

City: [REDACTED] State: [REDACTED] Zip: [REDACTED]

Social Security Number/EIN*: [REDACTED] Date of Birth: [REDACTED]

Daytime Telephone Number: [REDACTED]

Email Address: [REDACTED]

Relationship to Insured: [REDACTED]

Percentage or Fraction of Proceeds: [REDACTED]

Full Legal Name (First, Middle, Last): [REDACTED]

Beneficiary's Mailing Address: [REDACTED]

City: [REDACTED] State: [REDACTED] Zip: [REDACTED]

Social Security Number/EIN*: [REDACTED] Date of Birth: [REDACTED]

Daytime Telephone Number: [REDACTED]

Email Address: [REDACTED]

Relationship to Insured: [REDACTED]

Percentage or Fraction of Proceeds: [REDACTED]

* The submission of a completed IRS Form W-9 may be required. Employer Identification Number for Trusts or Entities

Contingent Beneficiary(ies) (Submit more pages as necessary.) This information is required in order to assist us in identifying and contacting your beneficiary(ies) in the event of a claim / distribution and ensure benefits are paid out appropriately. State regulations may require benefits be paid to the State if the beneficiary cannot be located in a timely manner.

The second or subsequent person(s)/entity(ies) in line to receive the death proceeds after the insured is deceased and no surviving primary beneficiary(ies).

Full Legal Name (First, Middle, Last): _____

Beneficiary's Mailing Address: _____

City: _____ State: _____ Zip: _____

Social Security Number/EIN*: _____ Date of Birth: _____

Daytime Telephone Number: _____

Email Address: _____

Relationship to Insured: _____

Percentage or Fraction of Proceeds: _____

Contingent Beneficiary(ies) (Submit more pages as necessary.)

Full Legal Name (First, Middle, Last): _____

Beneficiary's Mailing Address: _____

City: _____ State: _____ Zip: _____

Social Security Number/EIN*: _____ Date of Birth: _____

Daytime Telephone Number: _____

Email Address: _____

Relationship to Insured: _____

Percentage or Fraction of Proceeds: _____

Second Contingent Beneficiary(ies) (Submit more pages as necessary.)

The third or subsequent person(s)/entity(ies) in line to receive the death proceeds after the insured is deceased and no surviving primary or contingent beneficiary(ies).

Full Legal Name (First, Middle, Last): _____

Beneficiary's Mailing Address: _____

City: _____ State: _____ Zip: _____

Social Security Number/EIN*: _____ Date of Birth: _____

Daytime Telephone Number: _____

Email Address: _____

Relationship to Insured: _____

Percentage or Fraction of Proceeds: _____

* The submission of a completed IRS Form W-9 may be required. Employer Identification Number for Trusts or Entities.

Trust Designation (Submit more pages as necessary.) This information is required in order to assist us in identifying and contacting your beneficiary(ies) in the event of a claim / distribution and ensure benefits are paid out appropriately. State regulations may require benefits be paid to the State if the beneficiary cannot be located in a timely manner.

If the beneficiary is a Trust, complete the following, listing all Trustees.

☒ Primary Beneficiary ☐ Contingent Beneficiary ☐ Second Contingent

Full Legal Name(s) _____

Name of Trustee(s) _____

Trust Mailing Address: _____

(City): _____ (State): _____ (Zip): _____

Social Security Number/EIN*: _____ (Date of Trust**): _____

Daytime Telephone Number: _____

Email Address: _____

Percentage or Fraction of Proceeds: 100 _____

* The submission of a completed IRS Form W-9 may be required. Employer Identification Number for Trusts or Entities

** The date the trust was established.

Custodian Designation (Submit more pages as necessary.)

If the beneficiary is a custodian on behalf of a minor, complete the following if applicable.

Note: Minor Beneficiaries—Any payment due to a minor beneficiary shall be made to the legally appointed guardian of the minor, unless otherwise permitted by law. If you are designating a minor beneficiary, we suggest you contact your legal advisor to consider doing so under the UNIFORM GIFTS TO MINORS ACT (UGMA), or UNIFORM TRANSFERS TO MINORS ACT (UTMA), whichever may be in effect in your state.

Name of Custodian (First, Middle, Last): _____

Custodian's Mailing Address: _____

City: _____ State: _____ Zip: _____

Daytime Telephone Number: _____

Email Address: _____

As Custodian for:

Name of Minor (First, Middle, Last): _____

under the UTMA/UGMA of the State of: _____

Minor's Mailing Address: _____

City: _____ State: _____ Zip: _____

Social Security Number: _____ Date of Birth: _____

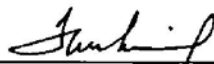
Daytime Telephone Number: _____

Authorizations and Signatures — Required

This page must be completed and returned or your request will be declined.

I certify that the information provided on this form is complete and correct:

JR

X

(Owner's Signature)

James E Reid

Name (print or type)

13 DECEMBER 2017

Date*

Title*

X

Owner's Signature**

Date*

Name (print or type)

Title*

X

Irrevocable Beneficiary Signature (if applicable; defined on page 2)

Date*

Name (print or type)

Title*

X

Witness Signature** (Massachusetts Only)

Date*

Name (print or type)

Title*

* Required

** A witness signature of a disinterested party is required in the state of Massachusetts

Signature Requirements

Owner	Signature(s) Required
Individual(s)	Signature of the Policyowner(s)
Power of Attorney (POA)	Signature of POA with title. We require a copy of the POA document to be on file with Lincoln. If the POA is more than 3 years old, we require an affidavit that the POA is still current to accompany the request. Signature Example: John Doe, Attorney-in-Fact for Jane Doe.
Conservator or Guardian	Signature of Conservator or Guardian with title. We require Letter(s) of Conservatorship or Letters of Guardianship of the Estate to be on file with Lincoln.
Custodian of Minor	Signature of Custodian with title. We require a court order, or other documentation evidencing an appointment as Custodian under a state Uniform Transfers [Gifts] to Minors Act, to be on file with Lincoln.
Corporation, Bank or Financial Institution	Signature of one officer with title, and a corporate resolution which names all officers authorized to sign on behalf of the corporation; or two officer's signatures, with title, without corporate resolution.
Pension Plan	Signature of the Pension Plan Administrator and a copy of Plan documents naming the Administrator.
Trust	Signature of all trustee(s) with title along with the completed Certification of Trustee Powers form.
Partnership or LLC	Signature of one general/managing partner with title and a copy of the Partnership agreement for Partnerships OR one managing member's signature with title and a copy of the operating agreement for LLCs.
Signed by an "X"	Signature notarized, if the signor is unable to sign and must sign with an "X".
Stamped signatures	We will not knowingly accept a stamped signature.
All other interested parties	Contact customer service to verify signature(s) needed.
Titles	If you are signing the form in any capacity other than as an individual an appropriate title is required.



Beneficiary Change

Mail: Lincoln Financial Group, Life Customer Service and Claims – G10-00
P.O. Box 21008, Greensboro, NC 27420-1008

Overnight Address: Lincoln Financial Group, Life Customer Service – G10-00
100 N. Greene St., Greensboro, NC 27401
Phone: 800-487-1485 Fax: 800-819-1987
Email: CustServSupportTeam@LFG.com
LincolnFinancial.com

The Lincoln National Life Insurance Company ("Lincoln")
Lincoln Life & Annuity Company of New York ("Lincoln")
First Penn-Pacific Life Insurance Company ("Lincoln")

This form should be used to change the beneficiary on a policy or certificate. Complete a separate request for change of beneficiary for each policy to be changed, unless the owner and all information is the same on all policies.

Step 1 - Guidance

Enter the policy or certificate number.

Enter any other relevant policy numbers separated by commas. The owner must be the same on all policies or a separate form is required.

Enter the full legal name of the person designated as the Insured on the policy and their date of birth, social security number, and contact information.

Step 1 - Insured Information

Policy Number: 4810907

First Name: James

Middle Name: Edward

Last Name: Reid

Date of Birth: [REDACTED] / 1951

SSN: [REDACTED]

Address: [REDACTED]

City: [REDACTED]

State: [REDACTED]

Zip Code: [REDACTED]

Phone Number: [REDACTED] - [REDACTED] - [REDACTED]

Mobile Number: [REDACTED]

Email Address: [REDACTED]

Step 2 - Guidance

If the insured and the owner are the same person, proceed to step 3.

If this policy is trust owned proceed to page 2.

Step 2 - Individual Owner Information

Are the Insured and Owner the same person? ☒ Yes ☐ No

First Name: [REDACTED]

Middle Name: [REDACTED]

Last Name: [REDACTED]

Date of Birth: [REDACTED] / [REDACTED] / [REDACTED]

SSN: [REDACTED] - [REDACTED] - [REDACTED]

Address: [REDACTED]

City: [REDACTED]

State: [REDACTED]

Zip Code: [REDACTED]

Phone Number: [REDACTED] - [REDACTED] - [REDACTED]

Mobile Number: [REDACTED] - [REDACTED] - [REDACTED]

Email Address: [REDACTED]

Step 2 - Guidance

If this policy is trust owned and has more than one trustee, make copies of this page, prior to completion, or attach on separate page and submit the information pertaining to each trustee.

Enter the full legal name of the trust, tax ID number, date the trust was established, and contact information.

Trust owned policies must be signed by all trustees with the title of each and attach the Certification of Trustee Powers form.

The submission of a completed IRS Form W-9 may be required. Tax ID Number is required for Trusts.

Enter the full legal name of the corporation, bank, financial institution, pension plan, Limited Liability Company (LLC) or other entity, tax ID number, and contact information.

Indicate the officer name and contact information.

Attach supporting documentation (i.e. corporate resolution, plan documents, operating agreement, etc.). See step 9 for additional details and signature requirements.

Tax ID Number for Corporation/Entities is required.

Trust Owner informationTrust Name: Tax ID Number: Trust Date: / / Address: City: State: Zip Code: Trustee First Name: Trustee Last Name: Phone Number: - - Mobile Number: - - Email Address: **Corporation/Entity Owner information**Corporation/Entity Name: Tax ID Number: Address: City: State: Zip Code: Officer First Name: Officer Last Name: Phone Number: - - Mobile Number: - - Email Address: **Step 3 - Guidance**

This form replaces all prior beneficiary designations. If you are wanting to add beneficiaries, you must restate all existing beneficiaries.

If you do not select an option in this step, we will automatically change the beneficiaries on the base policy and the primary insured rider (if applicable).

If you select Other Insured Rider (OIR), indicate the first and last name of the Insured.

Step 3 - Beneficiary Designation

Change beneficiaries on (select all that apply):



Base policy



Children Term rider(s)



Primary Insured rider



First to die rider



Spouse rider



Last to die rider



Other Insured rider (OIR)

OIR Insured First Name: OIR Insured Last Name:

Step 4 - Guidance

If you are designating a trust or entity as beneficiary, proceed to step 6 or 7.

If you are designating more than two individual primary beneficiaries, print as many copies of this page as needed prior to completing, and include the information for each beneficiary.

Enter the primary beneficiary's name, date of birth, social security number, and contact information.

Use numbers to indicate the percentage payable for each beneficiary. Lincoln will not accept dollar amounts or fractions.

All primary beneficiary designations on this form must total 100%.

Note: Beneficiary information is required to ensure we can identify and contact your beneficiary(ies) in the event of a claim. State regulations may require benefits to be paid to the State if Lincoln is unable to locate the beneficiary(ies) in a timely manner.

Primary Individual Beneficiary(ies): The first person(s) in line to receive the death proceeds after the insured is deceased.

The submission of a completed IRS Form W-9 may be required.

Step 4 - Primary Individual Beneficiary(ies)First Name: Middle Name: Last Name: Date of Birth: / 1984 SSN: Address: City: State: Zip Code: Phone Number: - - Mobile Number: Email Address: Relationship to Insured: Indicate the percentage of the proceeds payable to this beneficiary: 50.00 %First Name: Middle Name: Last Name: Date of Birth: / 1995 SSN: Address: City: State: Zip Code: Phone Number: - - Mobile Number: Email Address: Relationship to Insured: Indicate the percentage of the proceeds payable to this beneficiary: %

Step 5 - Guidance

If you are designating a trust or entity as a contingent beneficiary, proceed to step 6 or 7.

If you are designating more than two individual contingent beneficiaries, print as many copies of this page as needed prior to completing.

Enter the individual contingent beneficiary's name, date of birth, social security number, and contact information.

Use numbers to indicate the percentage payable for each beneficiary. Lincoln will not accept dollar amounts or fractions.

All contingent beneficiary designations on this form must total 100%.

Individual Contingent Beneficiary(ies): The second person(s)/entity(ies) in line to receive the death proceeds after the insured is deceased and no surviving primary beneficiary(ies).

The submission of a completed IRS Form W-9 may be required.

Step 5 - Individual Contingent Beneficiary(ies)First Name: Middle Name: Last Name: Date of Birth: / / SSN: - - Address: City: State: Zip Code: Phone Number: - - Mobile Number: - - Email Address: Relationship to Insured: Indicate the percentage of the proceeds payable to this beneficiary: %First Name: Middle Name: Last Name: Date of Birth: / / SSN: - - Address: City: State: Zip Code: Phone Number: - - Mobile Number: - - Email Address: Relationship to Insured: Indicate the percentage of the proceeds payable to this beneficiary: %

Step 6 - Guidance

Use this section to designate a trust as a beneficiary.

If you are designating more than one trust or more than two trustees, print as many copies of this page as needed prior to completing.

Indicate if this trust designation is for primary beneficiary or contingent beneficiary.

Enter the trust name, tax ID number, date the trust was established, and address.

Use numbers to indicate the percentage payable to this trust.

All primary beneficiary designations on this form must total 100%.

All contingent beneficiary designations on this form must total 100%.

Indicate all trustee names and contact information.

Note: Trustee information is required to ensure we can identify and contact your beneficiary(ies) in the event of a claim. State regulations may require benefits to be paid to the State if Lincoln is unable to locate the beneficiary(ies) in a timely manner.

Primary Beneficiary(ies): The first person(s)/entity(ies) in line to receive the death proceeds after the insured is deceased.

Contingent Beneficiary(ies): The second person(s)/entity(ies) in line to receive the death proceeds after the insured is deceased and no surviving primary beneficiary(ies).

Trust Tax ID Number is required.

Step 6 - Trust Beneficiary Designation
☐ **Primary Beneficiary**
☐ **Contingent Beneficiary**
Trust Name:
Tax ID Number:
Trust Date:
Address:
City:
State:
Zip Code:
Indicate the percentage of the proceeds payable to this beneficiary:

%

Trustee First Name:
Trustee Last Name:
Address:
City:
State:
Zip Code:
Phone Number:
Email Address:
Trustee First Name:
Trustee Last Name:
Address:
City:
State:
Zip Code:
Phone Number:
Email Address:

Step 7 - Guidance

Use this section to designate a corporation/entity as a primary or irrevocable beneficiary.

If you are designating more than one corporation/entity, print as many copies of this page as needed prior to completing.

Enter the corporation/entity full legal name, tax ID number, officer name and contact information.

Use numbers to indicate the percentage payable to the Corporation/Entity.

All primary beneficiary designations on this form must total 100%.

All contingent beneficiary designations on this form must total 100%.

Corporation/Entity Tax ID Number is required.

Step 7 - Corporation/Entity Beneficiary Designation

☐ Primary Beneficiary ☐ Contingent Beneficiary

Corporation/Entity Name:

Tax ID Number:

Address:

City:

State:

Zip Code:

Phone Number: - -

Email Address:

Indicate the percentage of the proceeds payable to this beneficiary: %

Step 8 - Guidance

If you designated a beneficiary who is a minor, indicate the Guardian/ Conservator's name and contact information.

The minor's name and contact information should have already been listed as a beneficiary in a prior section.

Any payment due to a minor beneficiary shall be made to the legally appointed guardian of the minor, unless otherwise permitted by law. If you are designating a minor beneficiary, we suggest you contact your legal advisor to consider doing so under the UNIFORM GIFTS TO MINOR ACT (UGMA), or UNIFORM TRANSFERS TO MINORS ACT (UTMA), whichever may be in effect in your state.

Step 8 - Guardian/Conservator Beneficiary Designation

Guardian/Conservator First Name:

Guardian/Conservator Last Name:

Address:

City:

State:

Zip Code:

Phone Number: - -

Mobile Number: - -

Email Address:

Minor Beneficiary Information

Minor First Name:

Minor Last Name:

Step 9 - Guidance

Completion of this section certifies that the Policy Owner and all engaged parties are aware of and approve the beneficiary(ies) designation update.

If you need additional signature lines, make a copy of this form prior to completion.

Owner Signature Requirements: Individual Policy Owner(s) - Sign, print name, and date. The title is not required.

Owner Signature Requirements: Power of Attorney (POA) - Sign, print name, title (ex. Attorney-in-Fact for Jane Doe) and attach a copy of POA. If the POA is 3+ years old, also attach an affidavit that the POA is still current.

Conservator or Guardian - Sign, print name, title and attach Letter(s) of Conservatorship or Letter(s) of Guardianship of the estate.

Custodian of Minor - Sign, print name, title, date and attach a court order, or other documentation evidencing an appointment as Custodian under a state Uniform Transfers [Gifts] to Minors Act.

Corporation, Bank or Financial Institution - One officer signature, print name, title, date, and attach Corporate Resolution which names all officers authorized to sign on behalf of the corporation; or two officer signatures, print name, title, date and the Corporate Resolution is not required.

Pension Plan Administrator - Sign, print name, date and attach the Plan documents naming the Administrator.

Trust - Trustee(s) sign, print name, title, date, and attach the completed Certification of Trustee Powers form.

Partnership or LLC - One general/managing partner signature, print name, title, date and attach a copy of the Partnership Agreement for Partnerships or one managing member's signature, print name, title and attach a copy of the Operating Agreement for LLCs.

Note: Notarization is required if the signor must sign with an "X" and stamped signatures will not be accepted.

Step 9 - Authorizations and Signatures

As **Policy Owner**, I certify that the information provided on this form is complete and correct. I hereby revoke any previous beneficiary designation and request that upon the death of the Insured named on this policy and/or rider(s) that the proceeds be made payable to the beneficiary(ies) designated herein.

Owner's Signature: _____

Print Name: James Edward Reid

Title: Owner

Date: 04 / 24 / 2023

Owner's Signature: _____

Print Name: _____

Title: _____

Date: _____ / _____ / _____

This signature section should only be completed by an existing irrevocable beneficiary to provide consent for this policy change to occur.

As **Irrevocable Beneficiary**, I hereby consent to revoke any previous beneficiary designation and request that upon the death of the Insured named on this policy and/or rider(s) that the proceeds be made payable to the beneficiary(ies) designated herein.

Irrevocable Beneficiary's Signature: _____

Print Name: _____

Title: _____

Date: _____ / _____ / _____

Residents of Massachusetts must have a witness sign this form.

As **Witness**, I observed the owner sign this form.

Witness's Signature: _____

Print Name: _____

Date: _____ / _____ / _____

Lincoln Life & Annuity Company of New York
Flexible Premium Variable Life Insurance Policy

Variable life insurance payable in the event of death before the Coverage Date.

Surrender Value payable on the Coverage Date

Flexible premiums payable to Coverage Date or prior death of the Insured.

Non-participating. Investment results reflected in policy benefits.

EXHIBIT 2

**UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT**

PAULETTE T. GLOVER, JOHN T.
WAREHIME, KATHLEEN A. MURPHY,
and JAMES E. REID, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

CONNECTICUT GENERAL LIFE
INSURANCE COMPANY; THE LINCOLN
NATIONAL LIFE INSURANCE
COMPANY, FIRST PENN-PACIFIC LIFE
INSURANCE COMPANY, and LINCOLN
LIFE & ANNUITY COMPANY OF NEW
YORK,

Defendants.

CIVIL ACTION NO. 3:16-cv-00827-MPS

September 10, 2026

FOURTH AMENDED CLASS ACTION COMPLAINT

Plaintiffs Paulette T. Glover, John T. Warehime, Kathleen A. Murphy, and James E. Reid (“Plaintiffs”), individually and on behalf of all others similarly situated, for their Fourth Amended Class Action Complaint against Defendants Connecticut General Life Insurance Company (“Connecticut General”), The Lincoln National Life Insurance Company (“Lincoln National”), First Penn-Pacific Life Insurance Company (“First Penn”), and Lincoln Life & Annuity Company of New York (“Lincoln New York”) (collectively “Defendants”), state and allege as follows:

1. This is a class action for breach of contract to recover amounts that Defendants charged Plaintiffs and the proposed class in excess of the amounts authorized by the express terms of their policies and by law. Plaintiffs’ breach of contract claims and those of the proposed class are exclusively supported by the explicit provisions of their life insurance policies, the

terms of which are materially the same for all policyholders and not subject to individual negotiation, and are not derived from any alleged conversations had, or documents reviewed, at the time of sale.

2. The terms of Plaintiffs' life insurance policies, and the policies owned by the proposed class, provide for a "cash value" consisting of monies held in trust by Defendants for Plaintiffs and the class, and Defendants are contractually bound to deduct from the cash value only those charges that are explicitly identified and authorized by the policies' terms.

3. Despite unambiguous policy language in a fully integrated agreement, however, Defendants breached the policies by deducting charges from the cash values of Plaintiffs and the proposed class in excess of the amounts specifically permitted by their policies, and Defendants' breaches are continuing in nature.

4. Over time, these overcharges drain a policy's cash value – in other words, money that should be accumulating and growing the cash value of the policy is impermissibly diverted to the insurer's coffers. Every unauthorized dollar taken from policy owners is one less dollar that can be used to: invest through the policy; pay future premiums; increase the death benefit; use as collateral for policy loans; or withdraw as cash. As a result, many policy owners are left with a "lose-lose" decision: continue to pay the overcharges to maintain their insurance or surrender the policy after having paid significant premiums for decades. And, many who do surrender find themselves no longer insurable due to their advanced age or changed medical condition.

5. Plaintiffs bring this case as a class action under Fed. R. Civ. P. 23, on behalf of themselves and as representatives of the following persons (the "Class"):

All persons who own or owned a life insurance policy, that was active on or after May 27, 2010, and was issued by any Defendant, or their predecessors in interest,

the terms of which provide or provided for: 1) a cost of insurance charge calculated using a rate that is determined based on expectations as to future mortality experience; 2) additional but separate policy charges, deductions, or expenses; 3) an investment, interest-bearing, or savings component; and 4) a death benefit.

PARTIES

6. Plaintiff Glover is an individual who resides in Chicago, Illinois, and is a citizen of the State of Illinois. Plaintiff Warehime is an individual who resides in Potomac, Montana, and is a citizen of the State of Montana. Plaintiff Murphy is an individual who resides in Knoxville, Tennessee and is a citizen of the State of Tennessee. Plaintiff Reid is an individual who resides in Fort Mill, South Carolina and is a citizen of the State of South Carolina.

7. Defendant Connecticut General is a life insurance company organized and existing under the laws of the State of Connecticut, and maintains its principal place of business in Hartford, Connecticut. Defendant Connecticut General sold some or all of its individual life insurance and annuity business to Defendant Lincoln National in 1998. Defendant Lincoln National administers the universal life insurance policies issued by Defendant Connecticut General meeting the Class definition, including receiving and applying Class members' premium payments to their cash values, determining expectations as to future mortality experience, calculating and deducting cost of insurance charges from Class members' cash values, and performing all communications with Class members.

8. Defendant Lincoln National is a life insurance company organized and existing under the laws of the State of Indiana and maintains its principal place of business in Radnor, Pennsylvania.

9. Defendant First Penn is a corporation organized and existing under the laws of the State of Indiana and maintains its principal place of business in Radnor, Pennsylvania. Defendant First Penn is a sister company of Defendant Lincoln National. Defendant Lincoln National

administers the universal life insurance policies issued by First Penn meeting the Class definition, including receiving and applying Class members' premium payments to their cash values, determining expectations as to future mortality experience, calculating and deducting cost of insurance charges from Class members' cash values, and performing all communications with Class members.

10. Defendant Lincoln New York is a corporation organized and existing under the laws of the State of New York and maintains its principal place of business in Syracuse, New York. Defendant Lincoln New York is a wholly-owned subsidiary of Defendant Lincoln National. Defendant Lincoln National administers the universal life insurance policies issued by Defendant Lincoln New York meeting the Class definition, including receiving and applying Class members' premium payments to their cash values, determining expectations as to future mortality experience, calculating and deducting cost of insurance charges from Class members' cash values, and performing all communications with Class members.

JURISDICTION AND VENUE

11. Jurisdiction is proper in this court pursuant to 28 U.S.C. § 1332(d)(2) because this is a class action with diversity of citizenship between parties where more than \$5,000,000 is at issue, exclusive of interest and costs.

12. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because a substantial portion of the events giving rise to the claims alleged herein occurred in this district.

GENERAL ALLEGATIONS

13. Plaintiff Glover purchased from Defendant Connecticut General a "Flexible Premium Adjustable Life Insurance Policy," policy number 7051036, dated September 28, 1997, with an initial specified amount of \$100,000. Plaintiff Warehime purchased from Defendant

Lincoln National an “Adjustable Life Policy,” policy number 815370, dated August 10, 1982, with an initial specified amount of \$50,000. Plaintiff Murphy purchased from First Penn a universal life insurance policy bearing the policy number 045244, dated June 1, 1984, with a specified amount of \$20,000. Plaintiff Reid purchased from Lincoln New York a “Variable Universal Life I” policy bearing the policy number 4810907, dated February 1, 2000, with an initial specified amount of \$750,000. A true and accurate copy of the “Glover Policy,” “Warehime Policy,” “Murphy Policy,” and “Reid Policy,” are attached hereto as Exhibit A and incorporated herein by reference (Plaintiffs’ policies are collectively referred to herein as the “Policies”).

14. Plaintiffs have always been both the “owner” of and the “insured” under the Policies.

15. Defendants are the effective and liable insurers of the Policies, and policies meeting the class definition (the “Class Policies”).

16. The Policies are legally enforceable contracts between Plaintiffs and Defendants. Defendant Lincoln National administers all of the Class Policies that it issued, as well as all of the Class Policies issued by Defendant Connecticut General, Defendant First Penn, and Defendant Lincoln New York. For the Class Policies that Defendant Lincoln National administers but did not issue, it assumed the contractual obligations for those Class Policies, either expressly or by implication, through: its uniform conduct in performing the Class Policies; its uniform policyholder facing conduct in acting as the face of the insurer; and the three materially similar administrative services agreements between Defendant Lincoln National on the one hand, and Defendants Connecticut General, First Penn, or Lincoln New York, on the other hand, in which those companies delegated to Defendant Lincoln National and Defendant

Lincoln National agreed to assume, the contractual duty to calculate and assess cost of insurance rates and charges in accordance with the Class Policies.

17. Despite delegating their contractual obligations to Defendant Lincoln National, Defendants Connecticut General, First Penn, and Lincoln New York retained their contractual duties to their policy owners and are also liable for Defendant Lincoln National's breaches of the Class Policies. Therefore, Defendant Lincoln National is liable for Defendant Lincoln National's alleged contractual breaches of the Class Policies issued by Defendant Lincoln National; Defendant Lincoln National and Defendant Connecticut General are liable for Defendant Lincoln National's alleged contractual breaches of the Class Policies issued by Defendant Connecticut General; Defendant Lincoln National and Defendant First Penn are liable for Defendant Lincoln National's alleged contractual breaches of the Class Policies issued by Defendant First Penn; and Defendant Lincoln National and Defendant Lincoln New York are liable for Defendant Lincoln National's alleged contractual breaches of the Class Policies issued by Defendant Lincoln New York. Alternatively, even if Defendant Lincoln National did not assume the contractual obligations of Defendant Connecticut General, Defendant First Penn, and/or Defendant Lincoln New York, each Defendant is liable for contractual breaches of policies it issued.

18. The Policies and the applications for the Policies constitute the entire contract between the parties. Glover Policy, p. 16; Warehime Policy, "General Provisions;" Murphy Policy, "General Provisions;" Reid Policy, "General Provisions."

19. The terms of the Policies are materially the same and are not subject to individual negotiation. They cannot be altered by the representations of Defendants' agents or representatives at the time of sale. See Glover Policy, Application, p. 4; Warehime Policy, Application; Murphy Policy, "General Provisions;" Reid Policy, "Application."

20. Only an officer of Defendants can make or modify the Policies. See Glover Policy, p. 17 (“Only the President, Vice President, an Assistant Vice President, a Secretary, a Director or an Assistant Director of the Company may make or modify this policy.”); Warehime Policy, Application (“Only the President, a Vice President, the Secretary, or an Assistant Secretary of the Company may make a contract on its behalf. No waiver or modification of a contract provision or of any of the Company’s rights or requirements shall be binding upon the Company unless it is in writing signed by one of such officers.”); Murphy Policy, “General Provisions” (“No modification of this policy shall be binding on us unless in writing and made by our President, Vice President, Secretary or Assistant Secretary”); Reid Policy, “General Provisions” (“Only the President, a Vice President, a Secretary, a Director or an Assistant Director of the Company may execute or modify this policy.”).

21. The Policies and Class Policies provide policy owners an investment, savings, or interest-bearing component (identified in the Policies as the “cash value”¹), in addition to a death benefit.

22. In general, the cash value of the Policy and Class Policies is the sum of premiums received and interest credited under the policy, less fees, charges and monthly deductions. Glover Policy, p. 9; Warehime Policy, “Cash Value” provision; Murphy Policy, “Cash Value” provision; Reid Policy, “Accumulation Value” provision.

23. The funds held in the cash value of the Policies and Class Policies are policy owner property that Defendants hold in trust for Plaintiffs and the Class.

¹ Although other Class Policies may refer to this component as the “accumulation value,” “account value,” or something similar, because the purpose is the same, it is referred to as the “cash value” for purposes of this Fourth Amended Class Action Complaint.

24. The Policies and Class Policies expressly define the specific charges that Defendants may assess against and deduct from a policyholder's premium payments and cash value. Defendants may deduct only those charges allowed by the Policies and Class Policies.

25. The Policies authorize Defendants to take a "Monthly Deduction" from Plaintiffs' cash values each month. Glover Policy, p. 14; Warehime Policy, "Monthly Deduction" provision; Murphy Policy, "Monthly Deduction" provision; Reid Policy, "Monthly Deduction" provision.

26. The Policies provide that the amount of the Monthly Deduction includes a cost of insurance charge. Glover Policy, p. 14; Warehime Policy, "Monthly Deduction" provision; Murphy Policy, "Monthly Deduction" provision; Reid Policy, "Monthly Deduction" provision.

27. The Policies define the cost of insurance. Glover Policy, p. 9; Warehime Policy, "Cost of Insurance" provision; Murphy Policy, "Cost of Insurance" provision; Reid Policy, "Cost of Insurance" provision.

28. The Policies' "Cost of Insurance" provisions expressly defines how the cost of insurance is determined and calculated: the cost of insurance for the insured is calculated as the result of multiplying the cost of insurance rate described in the Policies by the net amount at risk of the Policies (i.e., the difference between the death benefit divided by 1.0032737 and the cash value at the beginning of the policy month). Glover Policy, p. 15; Warehime Policy, "Cost of Insurance" provision; Murphy Policy, "Cost of Insurance" provision; Reid Policy, "Cost of Insurance" provision.

29. The Policies' "Cost of Insurance Rates" provisions explicitly disclose how Defendants will determine the monthly cost of insurance rates, and what Defendants may consider and use when doing so, that are used to calculate the cost of insurance charges that are

deducted from the cash value each month. Specifically, the Policies provide that monthly cost of insurance rates will be determined by Defendants based on expectations as to future mortality experience. Glover Policy, p. 15; Warehime Policy, “Cost of Insurance Rates” provision; Murphy Policy, “Cost of Insurance Rates” provision; Reid Policy, “Cost of Insurance Rates” provision.

30. Under the explicit terms of the Policies, therefore, Defendants are authorized to use only expectations as to future mortality experience when determining the monthly cost of insurance rates for the Policies.

31. Like the Policies, the Class Policies disclose similar deductions for cost of insurance charges—calculated using rates that Defendants must determine based on expectations as to future mortality experience—that Defendants are authorized to take from policy owners’ cash values each month.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“annual mortality charge”); *see also* Dkt. 198, LN_GLOVER00002582 – 2586 Comparison of Continuum Products, at LN_GLOVER00002583 (referencing “mortality charges”).²

33. Although the Policies and Class Policies require Defendants to determine monthly cost of insurance rates based on expectations as to future mortality experience, and despite Defendants’ confirmation that monthly cost of insurance rates and charges should be tied to mortality, Defendants use other factors, not authorized by the Policies and Class Policies, when determining monthly cost of insurance rates and charges, including, without limitation, profit objectives and recovery of non-mortality related expenses.

34. Although the Policies and Class Policies require Defendants to determine monthly cost of insurance rates based on expectations as to future mortality experience, and despite Defendants’ confirmation that monthly cost of insurance rates and charges should be tied to mortality, mortality factors are not even the principal factors Defendants use or consider when determining monthly cost of insurance rates.

■ [REDACTED]

[REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

² For ease of reference, rather than refile Exhibits B through K of the Second Amended Complaint, which Plaintiffs cite to again here, Plaintiffs reference those Exhibits as previously filed by applicable docket entry at Dkt. 190 – 204. Further, because the Court previously ordered certain of these Exhibits, and references thereto, be sealed (*see* Dkt. 150, 152, 197, and 210), Plaintiffs again redact certain citations herein and submit under seal consistent with those Orders.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

³ “COI” is a term commonly used in the insurance industry to refer to “cost of insurance.”

⁴ [REDACTED]

[illegible]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

41. Mortality factors are not even the principal factors Defendants use or consider when determining monthly cost of insurance rates. The monthly cost of insurance rates for the Policies and Class Policies are not directly related or tethered to mortality. Defendants do not determine monthly cost of insurance rates based on expectations as to future mortality experience as required by the express terms of the Policies and Class Policies. As a result, the monthly cost of insurance rates significantly and substantially exceed those authorized, which results in the unlawful deduction of cost of insurance charges in amounts in excess of those expressly permitted.

42. The fact that Defendants do not determine monthly cost of insurance rates based on expectations as to future mortality experience is further shown through Defendants' failure to

prospectively adjust monthly cost of insurance rates subsequent to initial pricing as expectations as to future mortality experience have changed and improved over time.

■ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

■

[REDACTED]

[REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

■

[illegible]

48. Defendants have not adjusted monthly cost of insurance rates in accordance with improvements in expectations as to future mortality experience—the variable that monthly cost of insurance rates must be “based on” under the express policy terms—for the Policies and Class Policies.

49. Because Defendants have not changed monthly cost of insurance rates in accordance with changes in expectations as to future mortality experience, such that monthly cost of insurance rates do not reflect those changes, Defendants failed to determine monthly cost of insurance rates “based on” expectations as to future mortality experience as required by the express terms of the Policies and Class Policies. *See Yue v. Conseco Life Ins. Co.*, 282 F.R.D. 469, 481 (C.D. Cal. 2012) (“...the phrase ‘based on’ means that there must be a significant relationship between a number and any change in a variable that number is ‘based on,’ particularly when only one variable is mentioned. If the variable changes one way and the number does not reflect that change ... the number is no longer ‘based on’ that variable ...”).

50. By failing to determine monthly cost of insurance rates based on expectations as to future mortality experience, Defendants knowingly cause those rates to be higher than explicitly authorized by the Policies and Class Policies and, as a result, Defendants withdraw cost of insurance charges from the cash values of Plaintiff and the Class in amounts greater than those authorized by the Policies and Class Policies.

51. By deducting cost of insurance charges using cost of insurance rates not based on expectations as to future mortality experience, Defendants repeatedly and continuously breach the Policies and Class Policies.

52. As a direct and proximate result of Defendants’ breaches, Plaintiffs and the Class have been damaged and those damages are continuing in nature in that Defendants have deducted and will deduct cost of insurance charges from the cash values of Plaintiffs and the Class in amounts not authorized by the Policies or Class Policies.

53. The nature of Defendants’ conduct is such that Plaintiffs and each member of the Class would be unaware that Defendants were engaging in wrongdoing by taking inflated

charges and improper amounts from cash values. Defendants possess the actuarial information and equations underlying the computation of rates and charges for the Policies and Class Policies. The monthly cost of insurance rates actually used to calculate the cost of insurance charges are not disclosed to policy owners, nor are the components or factors that comprise those rates, or the weighting of such factors. Even if they were, Plaintiffs and the Class would lack the knowledge, experience, and training to reasonably ascertain how Defendants calculated the rates and charges.

54. Defendants were aware of their non-disclosure because of their superior knowledge of the aforementioned computations. Defendants sent Plaintiffs annual statements each year that identified each month's cost of insurance charge while affirmatively concealing the factors Defendants used to calculate the cost of insurance charge and how those factors were considered. Concealment of their conduct and failure to disclose their conduct to Plaintiffs and the Class constitutes fraudulent concealment and therefore tolls the statute of limitations for Plaintiffs and the Class. Plaintiffs Glover and Warehime did not learn of Defendants' breaches of the Policies supporting Plaintiffs' claims until they engaged counsel, who consulted an actuarial expert. Plaintiffs Murphy and Reid did not learn of Defendants' breaches of the Policies supporting Plaintiffs' claims until they received the notice of the settlement in this matter. Plaintiffs were not at fault for failing to discover the breaches and had no actual or presumptive knowledge of the breaches.

55. Plaintiffs did not learn that Defendants were breaching the Policies because the facts showing the breaches were not reasonably discoverable by Plaintiffs nor was the harm that was caused by Defendants' breaches.

CLASS ALLEGATIONS

56. Plaintiffs bring this case as a class action under Fed. R. Civ. P. 23 on behalf of themselves and as a representatives of the following Class:

All persons who own or owned a life insurance policy, that was active on or after May 27, 2010, and was issued by any Defendant, or their predecessors in interest, the terms of which provide or provided for: 1) a cost of insurance charge calculated using a rate that is determined based on expectations as to future mortality experience; 2) additional but separate policy charges, deductions, or expenses; 3) an investment, interest-bearing, or savings component; and 4) a death benefit.

Excluded from the Class are the Defendants; any entity in which the Defendants have a controlling interest; any corporate officers or directors of Defendants; the legal representatives, heirs, successors, and assigns of the Defendants; anyone employed with Plaintiffs' law firms; and any Judge to whom this case is assigned, and his or her immediate family.

57. Plaintiffs' claims satisfy the numerosity, commonality, typicality, adequacy, and superiority requirements of a class action under Fed. R. Civ. P. 23, as set forth more fully herein.

58. The persons who fall within the Class number in the thousands, and thus the numerosity standard is satisfied. Because Class members are geographically dispersed across the country, joinder of all Class members in a single action is impracticable. Class members have been informed of the pendency of this class action through direct mail.

59. There are questions of fact and law common to the Class that predominate over any questions affecting only individual members. The questions of law and fact common to the Class arising from Defendants' actions include, without limitation, the following:

- a. Whether Defendants are permitted by the Class Policies to use factors other than those disclosed in the Class Policies to determine the monthly cost of insurance rates used to calculate insurance policy deductions;
- b. Whether Defendants used factors not specified in the Class Policies when determining the monthly cost of insurance rates used to calculate cost of insurance charges or deductions;

- c. Whether Defendants added or included factors not specified in the Class Policies when determining the monthly cost of insurance rates used to calculate cost of insurance charges or deductions;
- d. Whether Defendants added or included factors unrelated to mortality expectations in setting and determining rates that the Class Policies provide are based on expectations as to future mortality experience and no other disclosed factors;
- e. Whether expectations as to future mortality experience is the principal factor Defendants use and consider when determining monthly cost of insurance rates for the Class Policies;
- f. Whether Defendants determine monthly cost of insurance rates for the Class Policies based on expectations as to future mortality experience;
- g. Whether Defendants charged amounts in excess of those specifically authorized by the Class Policies;
- h. Whether Defendants breached the terms of the Class Policies;
- i. Whether the Class sustained damages as a result of Defendants' breaches of contract;
- j. Whether the Class is entitled to damages, restitution, and/or other equitable relief as a remedy for Defendants' breaches of contract;
- k. Whether the Class, or some subset of the Class, is entitled to injunctive relief enjoining Defendants from taking deductions from cash values in excess of those permitted by the terms of the Class Policies in the future; and
- l. Whether the Class, or some subset of the Class, is entitled to declaratory relief stating the proper construction and/or interpretation of the Class Policies.

60. The questions set forth above predominate over any questions affecting only individual persons, and a class action is superior with respect to considerations of consistency, economy, efficiency, fairness, and equity to other available methods for the fair and efficient adjudication of the claims asserted herein.

61. Plaintiffs' claims are typical of those of the Class in that Class members purchased policies containing the same or similar limitations on the amounts that Defendants could charge policyholders under the express terms of the Policies and Class Policies.

62. A class action is the appropriate method for the fair and efficient adjudication of this controversy. Defendants have acted or refused to act on grounds generally applicable to the Class. The presentation of separate actions by individual Class members would create a risk of inconsistent and varying adjudications, establish incompatible standards of conduct for Defendants, and/or substantially impair or impede the ability of Class members to protect their interests.

63. Plaintiffs are adequate representatives of the Class because they are members of the Class and their interests do not conflict with the interests of those they seek to represent. The interests of the Class members will be fairly and adequately protected by Plaintiffs and their counsel, who have extensive experience prosecuting complex class litigation.

64. Maintenance of this action as a class action is a fair and efficient method for adjudicating this controversy. It would be impracticable and undesirable for each member of the Class who suffered harm to bring a separate action. In addition, the maintenance of separate actions would place a substantial and unnecessary burden on the courts and could result in inconsistent adjudications, while a single class action can determine, with judicial economy, the rights of all Class members.

COUNT I: BREACH OF CONTRACT
(Cost of Insurance Charge)

65. Plaintiffs incorporate and restate by reference all of the preceding allegations as though fully set forth herein.

66. Plaintiffs and the Class purchased life insurance policies—the Policies and Class Policies—from Defendants.

67. The Policies and Class Policies are valid and enforceable contracts between Plaintiffs and the Class on the one hand, and Defendant Lincoln National and the respective issuing company Defendants on the other.

68. Plaintiffs and the Class substantially performed their obligations under the terms of the Policies and Class Policies.

69. By including unauthorized factors in monthly cost of insurance rates, Defendants knowingly cause those rates to be higher than what is explicitly authorized by the Policies and Class Policies.

70. By using unauthorized factors, including, without limitation, profit objectives and expense recovery, as the principal factors when determining monthly cost of insurance rates, Defendants knowingly cause those rates to be higher than what is explicitly authorized by the Policy and Class Policies.

71. Because Defendants calculate cost of insurance charges using monthly cost of insurance rates that are higher than those authorized by the Policies and Class Policies, Defendants have deducted and will deduct cost of insurance charges from the cash values of Plaintiffs and the Class in amounts greater than those authorized by their policies.

72. Defendants' practice of deducting charges in amounts not authorized by the Policies and Class Policies constitutes breaches of the policies.

73. As a direct and proximate result of Defendants' breaches, Plaintiffs and the Class have been damaged, and these damages are continuing in nature.

COUNT II: BREACH OF CONTRACT
(Improving Mortality Expectations)

74. Plaintiffs incorporate and restate by reference all of the preceding allegations as though fully set forth herein.

75. The Policies and Class Policies require Defendants to determine monthly cost of insurance rates based on expectations as to future mortality experience.

76. Although expectations as to future mortality experience have generally improved because people are living longer today than when the Policies and Class Policies were initially priced, Defendants have failed to lower monthly cost of insurance rates for the Policies and Class Policies.

77. Defendants' failure to lower these rates even though expectations of future mortality experience improved constitutes a breach of the Policies and Class Policies.

78. As a direct and proximate result of Defendants' breaches, Plaintiffs and the Class have been damaged and those damages are continuing in nature.

COUNT III: DECLARATORY AND INJUNCTIVE RELIEF

79. Plaintiffs incorporate and restate by reference all of the preceding allegations as though fully set forth herein.

80. An actual controversy has arisen and now exists between Plaintiffs and the Class, on the one hand, and Defendants, on the other, concerning the respective rights and duties of the parties under the Policies and Class Policies.

81. Plaintiffs contend that Defendants breach the Policies and Class Policies in the following respects:

- a. By failing to determine the monthly cost of insurance rates under the Policies and Class Policies based on expectations as to future mortality experience, Defendants impermissibly increased monthly cost of insurance rates for the Policies and Class Policies and, as a result, withdrew cost of insurance charges from the cash values of Plaintiffs and the Class in amounts greater than those authorized by the Policies and Class Policies; and,
- b. By failing to reduce monthly cost of insurance rates even though expectations as to future mortality experience have improved.

82. Plaintiffs therefore seek a declaration of the parties' respective rights and duties under the Policies and Class Policies and request the Court to declare the aforementioned conduct of Defendants as unlawful and in material breach of the Policies and Class Policies so that future controversies may be avoided.

83. Pursuant to a declaration of the parties' respective rights and duties under the Policies and Class Policies, Plaintiffs further seek an injunction temporarily, preliminarily, and permanently enjoining Defendants from continuing to collect unlawfully inflated charges in violation of the Policies and Class Policies.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of all others similarly situated, request relief as follows: an order certifying this case as a class action under Fed. R. Civ. P. 23; compensatory damages in an amount to be proven at trial; costs; pre- and post-judgment interest at the maximum rate allowed by law; a declaration that Defendants' ongoing conduct asserted herein is in material breach of the Policies and Class Policies; injunctive relief; and such other legal and equitable relief as the Court deems proper.

DEMAND FOR JURY TRIAL

Plaintiffs hereby request a trial by jury of all issues so triable.

Dated: September 10, 2026

Respectfully submitted,

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