



**Lincoln Life Assurance Company of Boston**  
A Stock Company  
Home Office Location: 100 Liberty Way, Suite 100,  
Dover, New Hampshire 03820-4695  
Group Insurance Service Office: 8801 Indian Hills  
Drive, Omaha, NE 68114-4066  
(800) 423-2765 Online: [www.LincolnFinancial.com](http://www.LincolnFinancial.com)

## GROUP LIFE INSURANCE POLICY

**Sponsor:** Dentsu International Americas, LLC

**Policy Number:** SA3-890-LF0307-01

**Effective Date:** January 1, 2021

**Governing Jurisdiction** is New York and subject to the laws of that State.

**Premiums** are due and payable monthly on the first day of each month.

**Policy Anniversaries** shall occur each January 1st beginning in 2022.

Lincoln Life Assurance Company of Boston (hereinafter referred to as Lincoln) agrees to pay the benefits provided by this policy in accordance with its provisions.

**PLEASE READ THIS POLICY CAREFULLY FOR FULL DETAILS.**

This policy is a legal contract and is issued in consideration of the Application of the Sponsor, a copy of which is attached, and of the payment of premiums by the Sponsor.

For purposes of this policy, the Sponsor acts on its own behalf or as the Covered Employee's agent. Under no circumstances will the Sponsor be deemed the agent of Lincoln.

This policy is delivered in and governed by the laws of the governing jurisdiction and to the extent applicable by The Employee Retirement Income Security Act of 1974 (ERISA) and any subsequent amendments.

The following pages including any amendments, riders or endorsements are a part of this policy.

Signed at Lincoln's Home Office, 100 Liberty Way, Suite 100, Dover, New Hampshire 03820-4695.

A handwritten signature in black ink, appearing to read "James L. Smith".

Secretary

A handwritten signature in black ink, appearing to read "Dennis R. Glass".

President

**NOTICE:** The policy is issued and delivered in the State of New York. It is governed by the laws of that State. Nothing in the policy invalidates or impairs any rights granted to Covered Persons by New York insurance law. Our state of domicile is New Hampshire. The address of our Group Insurance Service Office is 100 Liberty Way, Suite 100, Dover, New Hampshire 03820-4695.

**The Policy is a NONPARTICIPATING Policy.**

**READ THE POLICY CAREFULLY. CERTAIN WAR RISKS ARE NOT ASSUMED.  
IN CASE OF ANY DOUBT WRITE YOUR COMPANY FOR FURTHER  
EXPLANATION.**

**GROUP INSURANCE CERTIFICATE  
PROVIDING  
TERM LIFE INSURANCE  
DEPENDENT LIFE INSURANCE**

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## SECTION 1 - SCHEDULE OF BENEFITS

### ELIGIBILITY REQUIREMENTS FOR INSURANCE BENEFITS

#### Minimum Hourly Requirement:

Employees working a minimum of 21 regularly scheduled hours per week

#### Classification of Covered Employees:

Class 1: All active, full-time US Employee

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

#### Eligibility Waiting Period:

1. If the Covered Person is employed by the Sponsor on the policy effective date -  
First of the month coincident with or next following the date of hire
2. If the Covered Person begins employment for the Sponsor after the policy effective date -  
First of the month coincident with or next following the date of hire

#### Employee Contributions Required:

Employee Basic Life Insurance Benefits:	No
Employee Optional Life Insurance Benefits:	Yes
Employee Basic Accidental Death and Dismemberment Insurance Benefits:	No
Employee Optional Accidental Death and Dismemberment Insurance Benefits:	Yes
Dependent Optional Life Insurance Benefits:	Yes
Dependent Optional Accidental Death and Dismemberment Insurance Benefits:	Yes

#### Name of Associated Companies:

Helloworld  
32 6th Avenue, 18th Floor  
New York, NY 10013

Merkle Inc.  
7001 Columbia Gateway Dr  
Columbia, MD 21046

DWA Inc.  
1160 Battery Street West  
Ste 400  
San Francisco, CA 94111

Merkle Response Mgmt Group  
100 Jamison Ct  
Hagerstown, MD 21740

Amplifi Inc.  
150 East 42nd Street  
14th Floor  
New York, NY 10017

Mitchell Communications Group  
150 East 42nd Street  
14th Floor  
New York, NY 10017

AMNET Group Inc.  
150 East 42nd Street  
14th Floor  
New York, NY 10017

Character  
487 Bryant Street  
3rd Floor  
San Francisco, CA 94107

Aegis Media Americas, LLC  
150 East 42nd Street  
14th Floor  
New York, NY 10017

Aegis Media Innov8  
150 East 42nd Street  
14th Floor  
New York, NY 10017

Media 8 Inc.  
32 Avenue of the Americas  
New York, NY 10013

Dentsu X  
32 Avenue of the Americas  
New York, NY 10013

Gravity Media LLC  
150 East 42nd Street  
14th Floor  
New York, NY 10017

V2 LLC  
32 Avenue of the Americas  
New York, NY 10013

Mutesix Inc.  
6080 Center Dr  
Floor 9  
Los Angeles, CA 90045

ICUC iPROSPECT MODERATION SERV  
150 East 42nd Street  
14th Floor  
New York, NY 10017

iProspect Inc.  
150 East 42nd Street  
14th Floor  
New York, NY 10017

Gyro LLC  
150 East 42nd Street  
14th Floor  
New York, NY 10017

AM Innov8 Search/Digital LLC  
150 East 42nd Street  
14th Floor  
New York, NY 10017

Cardinal Path LLC  
150 East 42nd Street  
14th Floor  
New York, NY 10017

MKTG, Inc  
150 East 42nd Street  
14th Floor  
New York, NY 10017

Dentsu Holdings USA  
32 Avenue of the Americas  
New York, NY 10013

Digital Evolution Group LLC  
32 Avenue of the Americas  
New York, NY 10013

Dentsu Entertainment USA, Inc.  
150 East 42nd Street  
14th Floor  
New York, NY 10017

John Brown US, LLC  
150 East 42nd Street  
14th Floor  
New York, NY 10017

ISI Dentsu of America  
767 3rd Ave  
28th Floor  
New York, NY 10017

Carat USA Inc.  
150 East 42nd Street  
14th Floor  
New York, NY 10017

Dentsu Innovation Studio  
767 3rd Ave  
28th Floor  
New York, NY 10017

Posterscope USA Inc.  
150 East 42nd Street  
14th Floor  
New York, NY 10017

Isobar Inc  
150 East 42nd Street  
14th Floor  
New York, NY 10017

Dentsu Sports America  
150 East 42nd Street  
14th Floor  
New York, NY 10017

Isobar US, LLC  
1 South Station  
Suite 300  
Boston, MA 02110

## SECTION 1 - SCHEDULE OF BENEFITS

(Continued)

### LIFE INSURANCE

#### Amount of Insurance:

##### Employee Basic Life Insurance:

An amount equal to 2 times Annual Earnings. If not a multiple of \$1,000.00, this amount will be rounded to the next higher multiple of \$1,000.00. This amount may not exceed \$1,500,000.00.

##### Employee Optional Life Insurance:

An amount in increments of \$10,000.00. This amount may not exceed the lesser of 5 times Annual Earnings or \$1,000,000.00.

##### Dependent Optional Life Insurance:

### SPOUSE

#### Spouse or Domestic Partner:

An amount in increments of \$10,000.00. This amount may not exceed \$500,000.00.

### CHILD

#### Children (Age at Death):

Live birth, but under 26 years.

Live birth to 6 months:	\$1,000.00
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Greater than 6 months to 26 years:	\$10,000.00.
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**Note:** The amount of Dependent Optional Life Insurance may not exceed 50% of the amount of Employee Optional Life Insurance in force on the Covered Employee.

## SECTION 1 - SCHEDULE OF BENEFITS

(Continued)

### ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

#### Full Amount of Insurance:

#### Employee Basic Accidental Death and Dismemberment Insurance:

An amount equal to the Basic Life Insurance Amount

#### Employee Optional Accidental Death and Dismemberment Insurance:

An amount in increments of \$10,000.00. This amount may not exceed the lesser of 5 times Annual Earnings or \$1,000,000.00.

#### Dependent Optional Accidental Death and Dismemberment Insurance:

#### SPOUSE

Spouse or Domestic Partner:

An amount equal to 50.00% of the Employee Optional Accidental Death & Dismemberment Insurance in force on the Covered Employee. This amount may not exceed \$150,000.00.

#### CHILD

Children (Age at Death):

Live birth, but under 26 years.

Live birth to 6 months: \$1,000.00

Greater than 6 months to 26 years: An amount equal to 10.00% of the Employee Optional Accidental Death & Dismemberment Insurance in force on the Covered Employee. This amount may not exceed \$10,000.00.

**Note:** The amount of Dependent Optional Accidental Death & Dismemberment Insurance may not exceed 50% of the amount of Employee Optional Accidental Death & Dismemberment Insurance in force on the Covered Employee.

## SECTION 1 - SCHEDULE OF BENEFITS

(Continued)

### ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

#### Employee Seat Belt Benefit:

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

#### Employee Air Bag Benefit:

Maximum Benefit Amount: 10.00% of Full Amount up to \$5,000.00

#### Employee Repatriation Benefit:

Maximum Benefit Amount: \$2,000.00

#### Reduction Formula:

The amount of Life and Accidental Death and Dismemberment Insurance applicable to the Covered Person's class of benefits will reduce at age 70 or older as follows:

ages 70 - 74:	to 65%
ages 75 & up:	to 50%

Note: Reduced amounts will take effect on the January 1st immediately after the Covered Person reaches the applicable age.



## SECTION 1 - SCHEDULE OF BENEFITS

(Continued)

### Evidence of Insurability Requirements

#### Non-Medical Maximum:

Employee Optional Life Insurance Benefits: \$250,000.00

Dependent Spouse or Domestic Partner  
Optional Life Insurance Benefits: \$50,000.00

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

#### Annual Enrollment:

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

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

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

#### Family Status Change:

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

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

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

## SECTION 2 - DEFINITIONS

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

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

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

An Employee will be considered actively at work if he was actually at work on the day immediately preceding:

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

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

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

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

## SECTION 2 - DEFINITIONS

(Continued)

"**Application**" is the document designated in Section 9; it is attached to and is made a part of this policy.

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

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

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

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

"**Dependent**" means:

1. a Covered Employee's lawful spouse, including a legally separated spouse; and
2. a Covered Employee's unmarried children who depend on the Covered Employee for support and maintenance, and who meet the age requirements shown in the Schedule of Benefits.

Children include the Covered Employee's own natural offspring, adopted children as of the legal effective date, stepchildren with the consent of a biological parent, and children who are full-time students as defined by the school being attended. A child will be considered adopted on the date of placement in the Covered Employee's home. However, if the Covered Employee takes physical custody of the child upon release from the hospital, and the adoption petition is filed within 30 days of birth, then the child will be considered adopted on the date of birth.

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

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

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

## SECTION 2 - DEFINITIONS

(Continued)

**"Eligibility Date"** means the date an Employee becomes eligible for insurance under this policy. Eligibility Requirements are shown in the Schedule of Benefits.

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

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

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

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

## SECTION 2 - DEFINITIONS

(Continued)

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

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

1. the Employee's marriage or divorce;
2. the birth of a child to the Employee;
3. the adoption of a child by the Employee;
4. the death of the Employee's spouse or child;
5. the commencement or termination of employment of the Employee's spouse;
6. the change from part-time employment to full-time employment by the Employee or the Employee's spouse;
7. the change from full-time employment to part-time employment by the Employee or the Employee's spouse;
8. the taking of unpaid leave of absence by the Employee or the Employee's spouse.

## SECTION 2 - DEFINITIONS

(Continued)

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

1. if the Employee is eligible for insurance on the policy effective date, a period before the policy effective date set by the Sponsor and Lincoln.
2. if the Employee becomes eligible for insurance after the policy effective date, the period which ends 31 days after his Eligibility Date.

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

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

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

It does not include a Covered Person, any family member or domestic partner.

## SECTION 2 - DEFINITIONS

(Continued)

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

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

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

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

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

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

## **SECTION 2 - DEFINITIONS**

(Continued)

**"Injury"**, as applicable to Accidental Death and Dismemberment, means bodily impairment resulting directly from an accident and independently of all other causes.



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

### **Eligibility Requirements for Employee and Dependent Insurance Benefits**

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

### **Eligibility Date for Insurance Benefits**

#### **Employee Coverage:**

If the Employee is in an eligible class he will qualify for insurance on the later of:

1. this policy's effective date; or
2. the day after he completes the Eligibility Waiting Period shown in the Schedule of Benefits.

#### **Dependent Coverage:**

If the Employee is eligible for Employee coverage he will be eligible for Dependent coverage on the later of:

1. the date he is eligible for Employee coverage if on that date he has a Dependent; or
2. the date he acquires a Dependent if on that date he is eligible for Employee coverage.

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

### **Annual Enrollment Period**

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

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

If an Employee fails to enroll for a change in his coverage option during any Annual Enrollment Period he will continue to be insured for the same coverage option during the next policy year, unless the Covered Employee experiences a Family Status Change.

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

(Continued)

### **Family Status Change**

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

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

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

### **Effective Date for Insurance Benefits**

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

### **Employee Coverage:**

1. For non-contributory coverage not subject to Evidence of Insurability, the Covered Employee will be insured on his Eligibility Date.
2. For non-contributory coverage subject to Evidence of Insurability, the Covered Employee will be insured on the later of the date Lincoln gives approval or his Eligibility Date.
3. For contributory coverage not subject to Evidence of Insurability, the Covered Employee will be insured on the later of the date he makes application or his Eligibility Date, provided he makes application no later than 31 days after his Eligibility Date.
4. For contributory coverage subject to Evidence of Insurability, the Covered Employee will be insured on the later of the date Lincoln gives approval or his Eligibility Date, provided he makes application no later than 31 days after his Eligibility Date.

Evidence of Insurability will be at the Covered Employee's Expense.

## SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

(Continued)

### Effective Date for Insurance Benefits (Continued)

#### Dependent Coverage:

1. For contributory coverage not subject to Evidence of Insurability, the Covered Employee's Dependent will be insured on the later of the date the Covered Employee makes application or his Eligibility Date, provided he makes application no later than 31 days after his Eligibility Date.
2. For contributory coverage subject to Evidence of Insurability, the Covered Employee's Dependent will be insured on the later of the date Lincoln gives approval or his Eligibility Date, provided he makes application no later than 31 days after his Eligibility Date.

Evidence of Insurability will be at the Covered Employee's Expense.

#### Increases or Decreases:

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

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

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

#### Delayed Effective Date for Employee Insurance

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

#### Delayed Effective Date for Dependent Insurance

If a Covered Dependent is Confined on the date the increase or addition is to take effect, it will take effect when the confinement ends. This Delayed Effective Date will not apply to a newborn child.

## SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

(Continued)

### Family and Medical Leave

A Covered Employee's coverage may be continued under this policy for an approved family or medical leave of absence for up to 12 weeks following the date coverage would have terminated, subject to the following:

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

### Leave of Absence

The Sponsor may continue the Covered Employee's coverage(s) by paying the required premiums, if the Covered Person is granted an approved leave of absence.

The Covered Employee's coverage(s) will not continue beyond a period of 6 months. In continuing such coverage(s) under this provision, the Sponsor agrees to treat all Covered Employees equally.

### Leave of Absence Due to Disability

The Sponsor may continue the Covered Employee's coverage(s) by paying the required premiums, if the Covered Employee is granted an approved leave of absence due to a disability.

The Covered Employee's coverage(s) will not continue beyond a period of 12 months. In continuing such coverage(s) under this provision, the Sponsor agrees to treat all Covered Employees equally.

### Rehire Terms

If a former Employee is re-hired by the Sponsor within 12 months of his termination date, all past periods of Active Employment with the Sponsor will be used in determining the re-hired Employee's Eligibility Date. If a former Employee is re-hired by the Sponsor more than 12 months after his termination date, he is considered to be a new Employee when determining his Eligibility Date.

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

(Continued)

### **Associated Companies**

Companies, corporations, firms or individuals that are subsidiary to, or affiliated with, the Sponsor will be called Associated Companies. The Associated Companies, if any, are listed in the Schedule of Benefits. Employees of Associated Companies will be considered Employees of the Sponsor for purposes of this policy.

As they relate to this policy, all actions, agreements and notices between Lincoln and the Sponsor will be binding on the Associated Companies.

If any Associated Companies cease to be Associated Companies for any reason, its Employees will be deemed to have transferred to a class of Employees not eligible for coverage under this policy.

## **SECTION 4 - INSURANCE BENEFITS**

### **EMPLOYEE LIFE INSURANCE**

#### **Benefits**

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

#### **Conversion Privilege**

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

If all or part of a Covered Employee's coverage ends, the Covered Employee may convert the amount that ends to an individual Life Insurance policy within 31 days after coverage ends or is reduced, or longer as extended by the notice provision. Conversion is subject to the following conditions:

1. the Covered Employee's insurance ceases because of termination of employment or of membership in a class eligible for coverage under this policy;
2. the policy is terminated;
3. the Covered Employee's insurance is reduced due to a change in class or an amendment to the policy;
4. the Covered Employee changes to a class eligible for a smaller amount of Life Insurance; or
5. the Covered Employee's employment is terminated.

The individual policy will be issued without Evidence of Insurability. It will contain Life Insurance benefits only, in any one of the forms customarily issued by Lincoln, at the option of the Covered Employee, preceded by one year of term insurance, in an amount equal to the amount of the Covered Employee's protection under this policy. In the event termination of coverage due to total and permanent disability, the Covered Employee may convert to any of the forms customarily issued by Lincoln, including permanent term insurance optionally preceded by one year of term insurance, in an amount equal to the amount of the Covered Employee's protection under this policy. The premium due will be based on the premium schedule that applies to the Covered Employee's class of risk to which he belongs and to the form and amount of the policy at his then attained age. The individual policy will be effective on the date the Covered Employee's group coverage ends under this policy.

##### **Conversion Privilege at Policy Termination**

If coverage ends for all employees, the Covered Employee is entitled to a limited conversion privilege. It will contain Life Insurance benefits only, in any one of the forms customarily issued by Lincoln, preceded by term insurance for a period of one year. The amount the Covered Employee may convert is limited to the amount he was covered for on the date the group coverage terminated, less any group insurance he becomes eligible under any group policy issued or reinstated by the same or another insurer within 45 days after the date of termination.

The individual policy will be effective on the date the Covered Employee's group coverage ends under this policy.

##### **Death Within the Statutory Conversion Notice Period**

If a Covered Employee dies within the statutory conversion notice period, Lincoln will pay to his beneficiary the amount he was eligible to convert. Such insurance will be paid as a claim under this policy. Any premiums paid for a converted policy will be refunded.

## **SECTION 4 - INSURANCE BENEFITS**

(Continued)

### **EMPLOYEE LIFE INSURANCE (Continued)**

#### **Written Notice of Conversion Privilege**

When a Covered Employee is eligible to convert his life insurance, as described on the previous page, the Sponsor must provide him written notice, either given to the Covered Employee or mailed to his last known address, or Lincoln must provide written notice mailed to the Covered Employee at the last address furnished by the Sponsor. Such written notice must be made within 15 days before or after the date the Covered Employee is eligible to exercise the conversion privilege.

If written notice is given more than 15 days, but less than 90 days after the date the Covered Employee was eligible to convert his life insurance, the time allowed for conversion is extended for 45 days after the giving of such notice.

If notice is not given within 90 days after the date the Covered Employee was eligible to convert his life insurance, the time allowed will expire at the end of 90 days.

## SECTION 4 - INSURANCE BENEFITS

(Continued)

### EMPLOYEE LIFE INSURANCE COVERAGE (Continued)

#### Accelerated Death Benefit

**Note:** The receipt of an Accelerated Death Benefit may be taxable. A Covered Employee should consult his tax consultant or legal advisor before applying for an Accelerated Death Benefit. Receipt of Accelerated Death benefits may affect eligibility for public assistance programs such as medical assistance (medicaid), aid to families with dependent children and supplemental security income. Receipt of Accelerated Death benefits in periodic payments may be treated differently than receipt in a lump sum. Prior to applying for Accelerated Death benefits, certificateholders should consult with the appropriate social services agency concerning how receipt will affect the eligibility of the recipient and/or the recipient's spouse or dependents.

**Exception to the amount.** If, while insured under this policy, a Covered Employee gives Lincoln satisfactory Proof of having a Terminal Illness, the Covered Employee may receive a portion of his Life Insurance as an Accelerated Death Benefit. Such insurance will be paid one time to the Covered Employee in one lump sum.

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

1. a minimum of 25% of the Covered Employee's Life Insurance that is in force on the date the Covered Employee applies for an Accelerated Death Benefit or \$50,000, whichever is less; and
2. a maximum amount equal to the lesser of:
  - a. 50.00% of the Covered Employee's Life Insurance that is in force on the date the Covered Employee applies for an Accelerated Death Benefit; or
  - b. \$150,000.00.

If the amount of a Covered Employee's Life Insurance under this policy is scheduled to reduce within 12 months following the date the Covered Employee applies for the Accelerated Death Benefit, the benefit payable under this policy will be based on the reduced amount.

#### Application for an Accelerated Death Benefit



A Covered Employee must apply for an Accelerated Death Benefit. To apply, the Covered Employee must give Lincoln:

1. certification, from a Physician, that he has a Terminal Illness, as defined by this policy;
2. reasonably required supporting evidence satisfactory to Lincoln, documenting the Terminal Illness;
3. a completed claims form.

Within 5 Days of receiving the claim form, Lincoln will send the Covered Employee a written notice showing:

1. the amount of the Accelerated Death Benefit which is requested, and the amount to be paid in cash;
2. the amount of Life Insurance which would be payable at death, if no Accelerated Death Benefit is paid;
3. the remaining Life Insurance which would be payable at death, after the requested Accelerated Death Benefit is paid; and
4. the effect upon Premium payments for the remaining Life Insurance.

Before making payment, Lincoln will allow the Covered Employee a period of 5 Days from the Date on which the written notice is transmitted to review the information. The Accelerated Death Benefit will not be paid during the review period. The Covered Employee may revoke the request for the Accelerated Death Benefit, at any time before Lincoln makes payment. If the Covered Employee does not revoke the request, following the expiration of the 5 Day review period, the Accelerated Death Benefit will be paid immediately.

## SECTION 4 - INSURANCE BENEFITS

(Continued)

### EMPLOYEE LIFE INSURANCE COVERAGE (Continued)

#### Accelerated Death Benefit (Continued)

#### Application for an Accelerated Death Benefit (Continued)

During the pendency of a claim, Lincoln may, at its own expense, have a Physician examine the Covered Employee.

If the Covered Employee has assigned all or a portion of the Life Insurance under this policy or named an irrevocable beneficiary, the Covered Employee must also give Lincoln a signed written consent form from the assignee or irrevocable beneficiary.

The Accelerated Death Benefit will be payable upon receipt of satisfactory proof of a Terminal Illness; and signed written consent from an assignee or irrevocable beneficiary, if required.

With respect to this provision "**Terminal Illness**" means an illness:

1. which is expected to result in the Covered Employee's death within 12 months; and
2. from which there is no reasonable prospect of recovery.

#### Effect on Insurance

The amount of a Covered Employee's Life Insurance will be reduced by the amount paid as an Accelerated Death Benefit. Premiums, if any, for the remaining portion of a Covered Employee's Life Insurance will be based on the amount of the remaining Life Insurance in effect after payment of the Accelerated Death Benefit. All other terms and provisions of this policy will apply to the remaining portion. Receipt of an Accelerated Death Benefit does not affect any Accidental Death or Dismemberment insurance benefit in force on a Covered Employee's life. Any amount paid as an Accelerated Death benefit is not available for conversion. Any other changes in the amount of insurance may allow for conversion. Please see the section on conversion.

#### Exceptions

No Accelerated Death Benefit will be paid if:

1. any required premium is due and unpaid, subject to the policy's grace period; or
2. the Covered Employee has been diagnosed with a Terminal Illness due to a suicide attempt or due to an intentionally self-inflicted injury.

## **SECTION 4 - INSURANCE BENEFITS**

(Continued)

### **DEPENDENT LIFE INSURANCE**

#### **Benefits**

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

#### **Conversion Privilege**

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

A Covered Employee's Covered Dependent may convert Dependent Life Insurance to an individual policy, in any one of the forms customarily issued by Lincoln, which shall be, at the option of the Covered Dependent, preceded by one year of term insurance and in the event of termination of coverage due to total and permanent disability of the Covered Person, conversion to any of the forms customarily offered by Lincoln, including permanent term insurance optionally preceded by one year of term insurance, if:

1. the Covered Employee's personal coverage ends or is reduced;
2. the Covered Employee dies;
3. a Covered Dependent child attains the limiting age under this policy;
4. the Covered Employee obtains a divorce or an annulment of his marriage.

Within the 31 days after coverage ends or is reduced, or longer as extended by the notice provision, the Covered Dependent must make written application to Lincoln and pay the first premium payment. The individual policy will contain Life Insurance benefits only. Evidence of Insurability will not be required. The premium due will be based on the premium schedule that applies to any individual of the same age and class risk. The individual policy will be effective on the date the Covered Person's or Covered Dependent's group coverage ends under this policy.

##### **Conversion Privilege at Class or Policy Termination**

If a Covered Dependent's coverage ends because:

1. coverage ends for all employees; or
2. coverage ends for all employees in the Covered Employee's eligible class,

the Covered Dependent is entitled to a limited conversion privilege. The Covered Employee must be entitled to convert to an individual policy in order for his Covered Dependent to have this limited privilege. Conversion must be applied for in the same way as stated above. The amount the Covered Dependent may convert is limited to the amount he was covered for on the date the group coverage terminated, less any group coverage he becomes eligible for within 45 days after the date of termination. The individual policy will become effective on the date the Covered Dependent's coverage ends under this policy.

##### **Death Within the Statutory Conversion Notice Period**

Dependent Life Insurance is payable if a Covered Dependent dies within the statutory conversion period. The amount payable is the amount the Covered Dependent was entitled to convert. Such insurance will be paid under this policy. Any premium paid for an individual policy will be refunded.

## **SECTION 4 - INSURANCE BENEFITS**

(Continued)

### **DEPENDENT LIFE INSURANCE (Continued)**

#### **Written Notice of Conversion Privilege**

When a Covered Dependent is eligible to convert his life insurance, as described on the previous page, the Sponsor must provide him written notice, either given to the Covered Dependent or mailed to his last known address, or Lincoln must provide written notice mailed to the Covered Dependent at the last address furnished by the Sponsor. Such written notice must be made within 15 days before or after the date the Covered Dependent is eligible to exercise the conversion privilege.

If written notice is given more than 15 days, but less than 90 days after the date the Covered Dependent was eligible to convert his life insurance, the time allowed for conversion is extended for 45 days after the giving of such notice.

If notice is not given within 90 days after the date the Covered Dependent was eligible to convert his life insurance, the time allowed will expire at the end of 90 days.

## SECTION 4 - INSURANCE BENEFITS

(Continued)

### EMPLOYEE AND DEPENDENT ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

#### Benefits

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

#### Loss Schedule:

Life  
Both Hands or Both Feet  
Sight of Both Eyes  
One Hand and One Foot  
One Hand and Sight of One Eye  
One Foot and Sight of One Eye  
Speech and Hearing in Both Ears  
One Hand or One Foot  
Sight of One Eye  
Speech or Hearing in Both Ears  
Thumb and Index Finger of the Same Hand

#### Benefit Payable:

Full Amount  
Full Amount  
Full Amount  
Full Amount  
Full Amount  
Full Amount  
Full Amount  
One-half Full Amount  
One-half Full Amount  
One-half Full Amount  
One-quarter Full Amount

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

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

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

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

## SECTION 4 - INSURANCE BENEFITS

(Continued)

### ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

#### Benefits

##### Seat Belt Benefit

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

Lincoln must be given satisfactory written Proof that the Covered Person's death resulted from an Automobile accident while wearing a Seat Belt. A copy of the police accident report should be submitted with the claim. If a copy of the police accident report is not available, or if it is unclear that the Covered Person was wearing a Seat Belt, Lincoln will pay 10% of the maximum benefit as shown in the Schedule of Benefits.

##### Air Bag Benefit

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

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

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

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

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

## SECTION 4 - INSURANCE BENEFITS

(Continued)

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

#### Benefits (Continued)

##### Repatriation Benefit

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

##### Exposure Benefit

Lincoln will pay a benefit to the Covered Person or beneficiary in the event the Covered Person suffers a loss from exposure to the elements of nature by reason of a covered Injury. The benefit payable is shown on the Loss Schedule in the Accidental Death and Dismemberment provision.

##### Disappearance Benefit

Lincoln will pay a benefit to the beneficiary in the event the body of the Covered Person is not found within 365 days after the disappearance, sinking or wrecking of a public conveyance in which the Covered Person was known to be a fare-paying Passenger. The Covered Person will be presumed to have died resulting from Injury caused by an accident. The benefit payable is equal to the Full Amount payable under Accidental Death and Dismemberment shown in the Schedule of Benefits.

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



## **SECTION 4 - INSURANCE BENEFITS**

(Continued)

### **WAIVER OF PREMIUM FOR TOTAL DISABILITY**

If a Covered Employee becomes Totally Disabled while insured under this policy he may be eligible for continued Life Insurance coverage without premium payment, provided that:

1. he becomes Totally Disabled while insured under this policy and before age 60;
2. within one year from the date he is no longer in Active Employment Lincoln receives initial Proof that his Total Disability has continued for 6 months; and
3. during the three months before each anniversary of receipt of initial Proof, Lincoln receives Proof of continuation of Total Disability.

In addition, Lincoln, at its own expense, may request the Covered Employee to be examined by a Physician chosen by Lincoln. After the benefit has been continued for two years under this provision, Lincoln will not require an examination more than once a year.

When Proof of Total Disability has been approved, premiums will be waived beginning the later of:

1. the date Lincoln gives approval; or
2. 6 months from the date the Covered Employee is no longer in Active Employment due to Total Disability.

Accidental Death and Dismemberment and Dependent coverage will not be continued during the Covered Employee's period of Total Disability.

The Life Insurance benefit continued under this provision will be the amount in force on the Covered Employee's life under this policy on the date the Covered Employee is no longer in Active Employment due to Total Disability, subject to any reductions provided by any part of this policy. The amount continued will not include any part of the Covered Employee's Life Insurance that he converted to an individual policy unless he was Totally Disabled when he applied to convert and he returns the converted policy to Lincoln without claim other than for a refund of the premiums.

If the Waiver of Premium provision has been denied, the Covered Employee may convert his Life Insurance benefit as provided in the Conversion Privilege.

A Covered Employee's continued Life Insurance coverage under this provision will end on the earliest of the date when:

1. he recovers and ceases to be Totally Disabled;
2. he returns to Active Employment;
3. he refuses to have an examination by a Physician chosen by Lincoln or fails to give satisfactory Proof of continuation of Total Disability;
4. 90 Days after the date Lincoln mails the Covered Employee a request for additional Proof of loss, Lincoln does not receive such Proof;
5. he reaches age 65;
6. the date he begins receiving a benefit from a retirement or pension plan; or
7. the date the Sponsor classifies him as retired.

## SECTION 4 - INSURANCE BENEFITS

(Continued)

### WAIVER OF PREMIUM FOR TOTAL DISABILITY

If continued Life Insurance coverage under this provision ends or reduces, the Covered Employee may convert his Life Insurance benefit as provided in the Conversion Privilege. Dependent coverage may be converted as allowed within this policy.

If the Covered Employee dies within one year from the date he is no longer in Active Employment due to Total Disability, Lincoln will pay the Life Insurance benefit provided satisfactory Proof of continuous Total Disability until death is given to Lincoln within one year after death.

If this policy terminates before the Covered Employee has received approval of waiver of premium, he is eligible to convert to an individual policy until such approval has been received. If this policy terminates after approval for waiver of premium, coverage will continue as if this policy continued to be in force.

With respect to this provision, "**Total Disability**" or "**Totally Disabled**" means the complete inability, as a result of Injury or Sickness, to perform the Material and Substantial Duties of Any Occupation.

With respect to this provision, "**Material and Substantial Duties**" means responsibilities that are normally required to perform Any Occupation, and cannot be reasonably eliminated or modified.

With respect to this provision, "**Any Occupation**" means any occupation that the Covered Employee is or becomes reasonably fitted by training, education, experience, age, physical and mental capacity.

## **SECTION 4 - INSURANCE BENEFITS**

(Continued)

### **PORTABLE GROUP TERM LIFE INSURANCE**

If any of a Covered Person's coverage under this Policy ends, he may be eligible to continue all or a part of the amount that ends, less any amount converted to an individual policy as provided in the Conversion Privilege, subject to any minimum and maximum amounts specified in this provision, as portable group term life insurance. The coverage must end because the Covered Employee is no longer in an eligible class or is no longer in Active Employment.

A Covered Employee whose group term life insurance terminates because he is no longer in Active Employment due to retirement as determined by the Sponsor's records is eligible to continue all or a part of the amount that ends.

If a Covered Employee is eligible for portable group term life insurance, he may also elect portable group term life insurance on his Covered Dependent spouse, Domestic Partner, or Dependent child whose coverage under this policy ends.

Portable group term life insurance is not available if coverage ends because this policy terminates, or if any life insurance under this policy will be continued on a waiver of premium basis.

A Covered Person is eligible to apply for portable group term life insurance if he has no Injury or Sickness that has a material effect on his life expectancy.

An Injury or Sickness that has a material effect on life expectancy means a condition that, according to generally accepted medical opinion, may contribute to or result in death within the next 5 years. Some examples include cancers and lung diseases.

Any Covered Person is eligible for portable group term Life Insurance if:

1. he is under age 70;
2. he is a citizen or legal resident of the United States or Canada; and
3. he is not a full-time member of the armed forces of any country.

To apply for portable group term life insurance, a Covered Person must, within 31 days of the date a Covered Person ceases to be eligible for coverage under this policy submit a completed portable group term life insurance application along with the first premium payment and any required application fee to Lincoln at the address shown on the application.

If a Covered Person is applying for coverage his portable group term life insurance will be effective at 12:01 A.M. Standard Time on the day after coverage under this policy ends as long as any required Evidence of Insurability is approved. A Covered Person is responsible for the expense of securing supporting information to satisfy Evidence of Insurability.

The policy available will be one then being offered by Lincoln as portable group term life insurance. The premium due will be based on Lincoln's then current rate for such policies that apply to the Covered Employee, Covered Dependent spouse or Domestic Partner, and Covered Dependent child's class of risk and age at birthday nearest to the effective date of portable group term life insurance.

The amount of portable group term life insurance may be decreased at any time. Once elected, the amount of portable group term life insurance may be increased annually, subject to Evidence of

## Insurability and Policy maximums.

After a Covered Person obtains portable group term life insurance coverage, if all or part of their coverage ends, the Conversion Privilege described in this Policy will be available to that Covered Person.

### COVERED EMPLOYEE PORTABLE GROUP TERM LIFE INSURANCE

The amount of portable group term life insurance a Covered Employee may apply for is subject to the following limits:

1. the maximum amount is equal to the lesser of:
  - a. the amount of insurance that terminated under this policy; or
  - b. \$500,000.00.
2. the minimum amount is \$10,000.00.

This amount is subject to any reductions due to age that may be contained in the portable group term life insurance policy.

### DEPENDENT SPOUSE PORTABLE GROUP TERM LIFE INSURANCE

The amount of portable group term life insurance a Covered Dependent spouse may apply for is subject to the following limits:

1. the maximum amount is equal to the lesser of:
  - a. the amount of insurance that terminated under this policy; or
  - b. \$500,000.00.
2. the minimum amount is \$5,000.00.

This amount is subject to any reductions due to age that may be contained in the portable group term life insurance policy.

### DEPENDENT CHILD PORTABLE GROUP TERM LIFE INSURANCE

An eligible person may apply for portable group term life insurance for their Dependent child, subject to the following limits:

1. the maximum amount is equal to the lesser of:
  - a. the amount of insurance that terminated under this policy; or
  - b. \$100,000.00.
2. the minimum amount is \$2,500.00.

This amount is subject to any reductions due to age that may be contained in the portable group term life insurance policy.

## **SECTION 5 - EXCLUSIONS**

### **LIFE INSURANCE EXCLUSIONS**

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

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

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

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

## SECTION 5 - EXCLUSIONS (Continued)

### ACCIDENTAL DEATH AND DISMEMBERMENT EXCLUSIONS

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

1. war, declared or undeclared, or any act of war;
2. intentionally self-inflicted injuries;
3. suicide, or suicide attempt;
4. active Participation in a Riot;
5. committing or attempting to commit a felony;
6. being intoxicated or under the influence of any narcotic unless administered on the advice of a Physician;
7. service in the Armed Forces or units auxiliary thereto;
8. boarding, leaving or being in or on any kind of aircraft. However, this exclusion will not apply if the Covered Person is a fare paying passenger on a scheduled or charter flight operated by a scheduled airline or traveling as a passenger in any aircraft that is owned or leased by or on behalf of the Sponsor.

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

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

## **SECTION 6 - TERMINATION PROVISIONS**

### **Termination of a Covered Person's Insurance**

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

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

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

The Sponsor will provide the Covered Employee with written notice at least 30 days prior to the termination of his insurance due to policy termination.

## SECTION 6 - TERMINATION PROVISIONS

(Continued)

### Policy Termination

1. Termination of this policy under any conditions will not prejudice any claim which occurs while this policy is in force.
2. If the Sponsor fails to pay any premium within the grace period, this policy will terminate at 12:00 midnight Standard Time on the last day of the grace period. The Sponsor may terminate this policy by advance written notice delivered to Lincoln at least 31 days prior to the termination date. This policy will not terminate during any period for which premium has been paid. The Sponsor will be liable to Lincoln for all premiums due and unpaid for the full period for which this policy is in force.
3. Lincoln may terminate this policy on any premium due date by giving written notice to the Sponsor at least 31 days in advance if:
  - a. the number of Employees insured is fewer than 10; or
  - b. less than 25.00% of the Employees eligible for any contributory optional insurance are insured for it; or
  - c. the Sponsor fails:
    - i. to furnish promptly any information which Lincoln may reasonably require; or
    - ii. to perform any other obligations pertaining to this policy.
4. Lincoln may terminate this policy or any coverage(s) afforded hereunder and for any class of covered Employees on any premium due date after it has been in force for 12 months. Lincoln will provide written notice of such termination to the Sponsor at least 31 days before the termination is effective.
5. Lincoln's notice will include information concerning:
  - a. Lincoln's liability for any claims incurred prior to the termination date;
  - b. any continuation rights available to Employees; and
  - c. the Sponsor's duty to notify Employees of termination of the policy coverage and any replacement carrier.
6. Termination may take effect on an earlier date if agreed to by the Sponsor and Lincoln.

If the Sponsor receives advance written notice of Lincoln's intent to terminate the policy, the Employees must be informed of the termination prior to the termination date. This notice does not replace the notice of an Employee's right to convert that is required for life insurance. Please see the conversion privilege for those notice requirements.

The Sponsor's notice to Employees should include a copy of Lincoln's termination notice and the name of any replacement carrier. The Sponsor's letter must be:

1. posted prominently in the work place;
2. hand delivered or mailed to each Insured under the Policy; and
3. mailed to their union representative, if any.

Exception: The above notice is not required if, within 10 days from the receipt of Lincoln's termination notice, the Sponsor:

1. has taken steps to avoid the Policy termination; or
2. has contracted with another insurer to provide similar, continuous coverage to the same group.



## **SECTION 7 - GENERAL PROVISIONS**

### **Appeal Process**

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

### **Assignment**

The coverage under this policy is not assignable by the Sponsor without Lincoln's written consent. A Covered Employee may assign all of his present and future right, title, interest, and incidents of ownership of:

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

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

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

### **Beneficiary**

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

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

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

### **Conformity with New York Statutes**

Any provision of this policy which, on its effective date, is in conflict with the New York statutes governing this policy is hereby amended to conform to the minimum requirements of such statute. Nothing in the policy invalidates or impairs the rights granted by the certificate or by state law.

## **SECTION 7 - GENERAL PROVISIONS**

(Continued)

### **Employee's Certificate**

Lincoln will provide a Certificate to the Sponsor for delivery to Covered Employees. It will state:

1. the name of the insurance company and the policy number;
2. a description of the insurance provided;
3. the method used to determine the amount of benefits;
4. to whom benefits are payable;
5. limitations or reductions that may apply;
6. the circumstances under which insurance terminates; and
7. the rights of the Covered Person upon termination of this policy.

### **Entire Contract - Policy Changes**

1. This policy is the entire contract. It consists of:
  - a. all of the pages;
  - b. the attached signed Application of the Sponsor;
  - c. the certificate; and
  - d. if contributory each Employee's signed application for insurance.
2. This policy may be changed in whole or in part. Only an officer of Lincoln can approve a change to the policy. The approval must be in writing and endorsed on or attached to this policy. The Sponsor's signature is required for any change that affect rights and benefits.
3. No other person, including an agent, may change this policy or waive any part of it.

The rights of the Policyholder or of any Covered Person or beneficiary shall not be affected by an provision other than one contained in the Entire Contract. The benefits granted under the entire contract are not less than those required by the state where the certificate is delivered.

### **Examination**

Lincoln, at its own expense, has the right and opportunity to have a Covered Person, whose Injury or Sickness is the basis of a claim, examined or evaluated at reasonable intervals deemed necessary by Lincoln. This right may be used as often as reasonably required. Lincoln reserves the right to make a reasonable request for an autopsy where not prohibited by law. The request will clearly set forth the reasons why an autopsy is warranted.

## **SECTION 7 - GENERAL PROVISIONS**

(Continued)

### **Furnishing of Information - Access to Records**

1. The Sponsor will furnish at regular intervals to Lincoln:

a. information relative to Employees:

- i. who qualify to become insured;
- ii. whose amounts of insurance change; and/or
- iii. whose insurance terminates.

b. any other information about this policy that may be reasonably required.

The Sponsor's records which, in the opinion of Lincoln, have a bearing on the insurance will be opened for inspection at any reasonable time.

2. Clerical error or omission will not deprive an Employee of insurance.

### **Incontestability**

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

Any statements in any application will be deemed representations and not warranties. No representation made by:

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

### **Interpretation of the Policy**

Lincoln will construe the terms of this policy and determine benefit eligibility hereunder. Lincoln's decisions regarding construction of the terms of this policy and benefit eligibility are subject to regulatory and judicial review.

### **Legal Proceedings**

A claimant or the claimant's authorized representative cannot start any legal action until 60 days after Proof of claim has been given.

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

## **SECTION 7 - GENERAL PROVISIONS**

(Continued)

### **Misstatement of Age**

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

### **Notice and Proof of Claim**

#### **1. Notice**

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

#### **2. Proof**

- a. Satisfactory Proof of loss must be given to Lincoln no later than 90 days after the date of loss.
- b. Failure to furnish such Proof within such time shall not invalidate or reduce any claim if it was not reasonably possible to furnish such Proof within such time. Such Proof must be furnished as soon as reasonably possible.

### **Optional Methods of Settlement**

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

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

### **Payment of Benefits**

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

## **SECTION 7 - GENERAL PROVISIONS**

(Continued)

### **Right of Recovery**

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

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

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

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

It is required that full reimbursement be made to Lincoln.

### **Workers' Compensation**

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

### **Term Insurance**

This Policy will not provide paid-up insurance or any loan or cash values, at any time.

## **SECTION 8 - PREMIUMS**

### **Premium Rates**

Lincoln has set the premiums that apply to the coverage(s) provided under this policy. Those premiums are shown in a notice given to the Sponsor with or prior to delivery of this policy.

A change in the initial premium rate(s) will not take effect within the first 36 months except that Lincoln may change premium rates at any time for reasons which affect the risk assumed, including those reasons shown below:

1. a change occurs in the policy design;
2. a division, subsidiary or Associated Company is added to or deleted from this policy;
3. when the number of Covered Persons changes by 15.00% or more from the number insured on this policy's effective date; or
4. a change in existing law which affects this policy.

Lincoln may, upon notice to the Sponsor, set new premium rates to become effective on or at any time after the first anniversary date of this policy. However, no premium may be changed unless Lincoln notifies the Sponsor at least 31 days in advance. Premium changes may take effect on an earlier date when both Lincoln and the Sponsor agree.

### **Payment of Premiums**

1. All premiums due under this policy, including adjustments, if any, are payable by the Sponsor on or before their due dates at Lincoln's Administrative Office, or to Lincoln's agent. The due dates are specified on the first page of this policy.
2. All payments made to or by Lincoln shall be in United States dollars.
3. If premiums are payable on a monthly basis, premiums for additional or increased insurance becoming effective during a policy month will be charged from the next premium due date.
4. The premium charge for insurance terminated during a policy month will cease at the end of the policy month in which such insurance terminates. This manner of charging premium is for accounting purposes only. It will not extend insurance coverage beyond a date it would have otherwise terminated as shown in the "Termination of a Covered Person's Insurance" provision of this policy.
5. If premiums are payable on other than a monthly basis, premiums for additional, increased, reduced or terminated insurance will cause a prorated adjustment on the next premium due date.

## **SECTION 8 - PREMIUMS**

(Continued)

### **Grace Period**

A grace period of 31 days will be allowed for the payment of premium after a premium due date other than the first. No interest will be charged. During this period this policy will continue in force. But, if the Sponsor gives Lincoln written notice to terminate the policy on an earlier date, then this policy will end on such earlier date. The Sponsor must pay the pro rata premium for the time the policy was in force during the grace period.

## AMENDATORY RIDER

to be attached to and made a part of  
Group Policy No. SA3-890-LF0307-01  
issued by  
**LINCOLN LIFE ASSURANCE COMPANY OF BOSTON**  
(Lincoln)

to

**Dentsu International Americas, LLC**  
(Sponsor)

Effective date of this Rider:

This rider adds Group Term Life Insurance for Domestic Partners to the above-captioned policy:

### SECTION 2 - DEFINITIONS

**"Dependent"** means:

1. a Covered Employee's lawful spouse, including a legally separated spouse or Domestic Partner; and
2. a Covered Employee's unmarried children dependent upon the Covered Employee for support and maintenance, who meet the age requirements shown in the Schedule of Benefits as well as newborn infants, including newly born infants adopted by the Covered Employee if he takes physical custody of the infant upon the infant's release from the hospital and files a petition pursuant to Domestic Relations Law Section 115-c within 30 days of birth. The effective date will be the moment of birth provided that no notice of revocation to the adoption has been filed and consent to the adoption has not been revoked.

Children include the Covered Employee's own biological children, adopted children, and stepchildren, and children who are full-time students carrying 12 or more credit hours per semester. Insurance for adopted children will be provided during any waiting period prior to the finalization of the adoption. With respect to full-time students who take a leave of absence from school due to illness, insurance will be continued for a period of 12 months from the last day of attendance in school. The medical necessity of a leave of absence from school must be certified to by the student's attending physician who is licensed to practice in the state of New York. Written documentation of the illness must be submitted to Lincoln. Insurance of a dependent student will not continue beyond the age as specified in the Schedule of Benefits.

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

With respect to this provision, **"Continuously Disabled"** means an unmarried child who is incapable of self-sustaining employment by reason of mental illness, developmental disability, mental retardation, as defined in the mental hygiene law, or physical handicap and who became so incapable prior to attainment of the age at which coverage would otherwise terminate and who is chiefly dependent upon the Covered Employee for support and maintenance, while the Covered Employee's insurance remains in force and the child remains in such condition. Within 31 days of such child's attainment of the termination age, the Covered Employee must submit proof of such child's incapacity as described above.

Dependent does not include a person who is an eligible Employee or a Retired Employee.



## AMENDATORY RIDER

(continued)

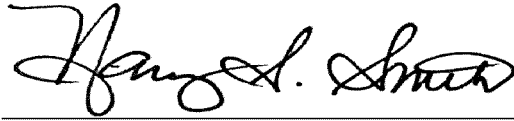
**“Domestic Partner”** means the Covered Employee’s domestic partner (whether same or opposite sex). Proof of the domestic partnership and financial interdependence must be submitted in the form of:

1. registration as a domestic partnership indicating that neither individual has been registered as a member of another domestic partnership within the last 6 months, where such registry exists; or
2. for partners residing where registration does not exist, by an alternative affidavit of domestic partnership.
  - a. The affidavit must be notarized and must contain the following:
    - i. the partners are both 18 years of age or older and are mentally competent to consent to contract;
    - ii. the partners are not related by blood in a manner that would bar marriage under laws of the State of New York;
    - iii. the partners have been living together on a continuous basis prior to the date of the application;
    - iv. neither individual has been registered as a member of another domestic partnership within the last 6 months; and
  - b. Proof of cohabitation (e.g., a driver’s license, tax return or other sufficient proof); and
  - c. Proof that the partners are financially interdependent. Two or more of the following are collectively sufficient to establish financial interdependence:
    - i. a joint bank account;
    - ii. a joint credit card or charge card;
    - iii. joint obligation on a loan;
    - iv. status as an authorized signatory on the partner’s bank account, credit card or charge card;
    - v. joint ownership of holdings or investments;
    - vi. joint ownership of residence;
    - vii. joint ownership of real estate other than residence;
    - viii. listing of both partners as tenants on the lease of the shared residence;
    - ix. shared rental payments of residence (need not be shared 50/50);
    - x. listing of both partners as tenants on a lease, or shared rental payments, for property other than residence;
    - xi. a common household and shared household expenses, e.g., grocery bills, utility bills, telephone bills, etc. (need not be shared 50/50);
    - xii. shared household budget for purposes of receiving government benefits;
    - xiii. status of one as representative payee for the other’s government benefits;
    - xiv. joint ownership of major items of personal property (e.g., appliances, furniture);
    - xv. joint ownership of a motor vehicle;
    - xvi. joint responsibility for child care (e.g., school documents, guardianship);
    - xvii. shared child-care expenses, e.g., babysitting, day care, school bills (need not be shared 50/50);
    - xviii. execution of wills naming each other as executor and/or beneficiary;
    - xix. designation as beneficiary under the other’s life insurance policy;
    - xx. designation as beneficiary under the other’s retirement benefits account;
    - xxi. mutual grant of durable power of attorney;
    - xxii. mutual grant of authority to make health care decisions (e.g., health care power of attorney);
    - xxiii. affidavit by creditor or other individual able to testify to partners’ financial interdependence; or
    - xxiv. other item(s) of proof sufficient to establish economic interdependency under the circumstances of the particular case.

**AMENDATORY RIDER**  
(continued)

In all other respects, the policy remains the same.

Signed at Lincoln's Home Office, 100 Liberty Way, Suite 100, Dover, New Hampshire 03820-4695

A handwritten signature in cursive script, appearing to read "James A. Shaw". The signature is written in black ink and is positioned above a horizontal line.

Officer of the Company