

Policy Number SPECIMEN

Insured John Doe

Specified Amount \$200,000

Date of Issue August 1, 2005

Lincoln Life & Annuity Company of New York

A Stock Company

Home Office Location: 100 Madison Street, Suite 1860, Syracuse, NY
Administrator Mailing Address: 350 Church Street, Hartford, CT 06103-1106

Lincoln Life & Annuity Company of New York agrees to pay the Death Benefit to the Beneficiary after receipt of Due Proof of the Insured's death while this policy is In Force and to provide the other rights and benefits in accordance with the terms of this Policy.

Read This Policy Carefully. This is a legal contract between you and us.

30 Day Right to Return This Policy. You may return this policy for any reason to the insurance agent through whom it was purchased or to us at the address listed above within 30 days after you receive it. If returned, this policy will be considered void from the Date of Issue and we will refund the premium paid less any prior loans, unpaid loan interest, and withdrawals.

This policy is issued and accepted subject to the terms set forth on the following pages, which are made a part of this policy. In consideration of the application and the payment of premiums as provided, this policy is executed by us as of the Date of Issue at the Administrator Mailing Address shown above.


SECRETARY


President

FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY

Death Benefit payable if the Insured dies while this policy is In Force
Non-participating -- Not eligible for annual dividends

For information or assistance regarding this policy call: (800) 962-1654

Table of Contents

Policy Schedule.....	3
Definitions.....	5
The Policy.....	7
Ownership, Assignment, and Beneficiary Provisions	8
Premium, Grace Period, and Reinstatement Provisions	9
Death Benefit Provisions.....	10
Policy Values Provisions	11
Surrender and Withdrawal Provisions.....	13
Loan Provisions.....	13
General Provisions	14
Optional Methods of Settlement.....	15

* Page 4 is intentionally "blank".

Policy Schedule

Policy Number SPECIMEN

Insured:	John Doe	Date of Issue:	August 1, 2005
Initial Specified Amount:	\$200,000	Initial Premium:	\$150,442.33
Minimum Specified Amount:	\$75,000	Issue Age and Sex:	50 Male
Monthly Anniversary Day:	1	Premium Class:	Smoker

Monthly Cost of Insurance: See Policy Values Provisions, Cost of Insurance

No Monthly Cost of Insurance Charges deducted after Insured's Age 95

Guaranteed Minimum Interest Rate: 4.0%

Payment Mode: Annual

Planned Modal Premium: \$0.00

Guaranteed Maximum Premium Expense Charge:

Policy Year	Premium Expense Charge % of first \$17,300.00 of premium paid in the stated Policy Year	Premium Expense Charge % of any premium paid in the stated Policy Year in excess of \$17,300.00
1	60%	8.25%
2	25%	8.25%
3	15%	8.25%
4	15%	8.25%
5	10%	8.25%
6	10%	8.25%
7 and thereafter	9%	8.25%

Note: We may credit interest at rates in excess of the Guaranteed Minimum Interest Rate shown above at any time. Such additional amounts are not guaranteed. The actual Premium Expense Charges and Monthly Cost of Insurance rates charged may be less than those shown in the policy, but will never exceed the guaranteed maximum rates or charges.

Policy Schedule

Policy Number SPECIMEN

Optional Riders and Rider Charges

Return of Premium Rider

Rider Charge: 16% of first \$17,300.00 of initial premium paid.
2.40% of any initial premium paid in excess of \$17,300.00.

Convalescent Care Benefits Rider ("CCBR")

Monthly Rider Charge: \$ 8.40
CCBR Benefit Limit: \$ 200,000
CCBR Duration: 2 Years
Maximum Monthly CCBR Benefit: \$ 8,333.00

Terminal Illness Accelerated Death Benefit Rider

Extension of Benefits Rider ("EOBR")

Monthly Rider Charge: \$ 27.60
EOBR Benefit Limit: \$ 400,000
EOBR Duration: 4 Years
Maximum Monthly EOBR Benefit: \$ 8,333.00

Optional Inflation Protection: Option 2: Compound Increases
EOBR Monthly Inflation Charge: \$123.80

Nonforfeiture Benefit Rider

Monthly Rider Charge: \$ 7.00

To contact your Personal Long-Term Care Advisor, please call (800) 444-2363, option 4.

Policy Schedule

Policy Number SPECIMEN

Table of Surrender Charges

For an explanation of surrenders and withdrawals (i.e., partial surrenders), see Surrender and Withdrawal Provisions. The surrender charge in Policy Year 21 and every year thereafter is zero.

<u>Policy Year</u>	<u>Surrender Charge</u>
1	\$2,950.00
2	2,842.00
3	2,732.00
4	2,620.00
5	2,504.00
6	2,384.00
7	2,262.00
8	2,136.00
9	2,008.00
10	1,876.00
11	1,740.00
12	1,600.00
13	1,456.00
14	1,306.00
15	1,150.00
16	986.00
17	814.00
18	630.00
19	434.00
20	224.00
21 and thereafter	0

Policy Schedule

Policy Number SPECIMEN

Minimum Required Death Benefit Percentages Table

The percentage used to calculate the Minimum Required Death Benefit is determined based on the Insured's Attained Age as shown in the table below:

<u>Insured's Attained Age</u>	<u>Percentage</u>	<u>Insured's Attained Age</u>	<u>Percentage</u>	<u>Insured's Attained Age</u>	<u>Percentage</u>
50	262.6%	80	128.5%	110	100.0%
51	253.6%	81	126.6%	111	100.0%
52	245.1%	82	124.9%	112	100.0%
53	237.1%	83	123.3%	113	100.0%
54	229.5%	84	121.7%	114	100.0%
55	222.4%	85	120.1%	115	100.0%
56	215.6%	86	118.6%	116	100.0%
57	209.2%	87	117.2%	117	100.0%
58	203.3%	88	115.8%	118	100.0%
59	197.6%	89	114.4%	119	100.0%
60	192.3%	90	112.9%		
61	187.3%	91	111.3%		
62	182.7%	92	109.4%		
63	178.4%	93	107.0%		
64	174.4%	94	104.0%		
65	170.6%	95	100.0%		
66	166.8%	96	100.0%		
67	163.2%	97	100.0%		
68	159.7%	98	100.0%		
69	156.3%	99	100.0%		
70	153.1%	100	100.0%		
71	150.1%	101	100.0%		
72	147.2%	102	100.0%		
73	144.5%	103	100.0%		
74	141.9%	104	100.0%		
75	139.4%	105	100.0%		
76	137.0%	106	100.0%		
77	134.7%	107	100.0%		
78	132.5%	108	100.0%		
79	130.4%	109	100.0%		

Policy Schedule

Policy Number SPECIMEN

Table of Guaranteed Maximum Cost of Insurance Rates

Attained Age Monthly Rates Per \$1,000 of Net Amount at Risk

The monthly Cost of Insurance rates are based on the Insured's sex, smoker status, and Attained Age using the 2001 CSO Tables, but will not exceed the rates shown in the table below.

If the Insured is in a rated premium class, the Guaranteed Maximum Cost of Insurance Rates will be equal to (1) multiplied by (2), plus (3), where:

(1) is the rate from the table below;

(2) is the Risk Factor, if any, shown on the Policy Schedule; and

(3) is the Flat Extra amount, if any, shown on the Policy Schedule.

Insured's Attained Age	Maximum Monthly Rate	Insured's Attained Age	Maximum Monthly Rate	Insured's Attained Age	Maximum Monthly Rate
50	0.23417	72	3.88667	94	23.41833
51	0.30000	73	4.21667		
52	0.36667	74	4.57167		
53	0.43667	75	4.97417		
54	0.51000	76	5.41583		
55	0.59917	77	5.92667		
56	0.71000	78	6.51250		
57	0.83083	79	7.15750		
58	0.94917	80	7.86250		
59	1.08417	81	8.61167		
60	1.24917	82	9.38250		
61	1.45500	83	10.20417		
62	1.66167	84	11.13333		
63	1.85750	85	12.18667		
64	2.01667	86	13.32917		
65	2.14250	87	14.54333		
66	2.28750	88	15.80917		
67	2.46750	89	17.11083		
68	2.67667	90	18.36833		
69	2.93000	91	19.56500		
70	3.23000	92	20.79333		
71	3.55583	93	22.06333		

This Page Intentionally Blank

Definitions

Administrator Mailing Address

The Administrator Mailing Address for this policy is shown on the front cover.

Attained Age (Age)

The Insured's age last birthday on any date after the Date of Issue.

Beneficiary

The person(s) or entity(ies) named in the application, unless later changed as provided in this policy, to whom we will pay the Death Benefit upon the death of the Insured.

Cash Value

The Cash Value reflects premiums received, interest credited under this policy, withdrawals, fees, charges, Indebtedness, Monthly Deductions, and repayments of loans or loan interest, as applicable. See Policy Values Provisions for a description of how Cash Value is calculated.

Cost of Insurance

The monthly cost of providing life insurance under this policy.

Date of Issue

The Date of Issue is shown on the Policy Schedule.

Death Benefit

The amount payable upon death of the Insured as described in Death Benefit Provisions.

Due Proof of Death

A certified copy of an official death certificate, a 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 us.

Entire Contract

This policy, the application for this policy, and any amendment(s), endorsement(s), rider(s), or supplemental application(s) that may be attached.

Gross Cash Value

The Cash Value without regard to loans and loan interest. The Gross Cash Value reflects premiums received, interest credited under this policy, withdrawals, fees, charges, and Monthly Deductions, as applicable. See Policy Values Provisions for a description of how Gross Cash Value is calculated.

In Force

Not surrendered or terminated for any reason.

In Writing (Written Request, Written Notice)

With respect to any notice or request to us, this term means a written form satisfactory to us signed by You and received at our Administrator Mailing Address. With respect to any notice from us to you or any other person, this term means a written notice by ordinary mail to such person at the most recent address in our records.

Indebtedness

The amount of any outstanding loan against this policy, including loan interest accrued but not yet charged.

Insured

The person whose life is insured under this policy as shown on the Policy Schedule.

Issue Age

The Insured's age last birthday on the Date of Issue.

Lapse

Terminate without value.

Minimum Required Death Benefit

An amount equal to the Gross Cash Value multiplied by the applicable percentage shown on the Policy Schedule in the Minimum Required Death Benefit Percentages Table.

Monthly Anniversary Day

The day of the month shown on the Policy Schedule when we deduct the Monthly Deduction. If that day is not a business day, then we will deduct the Monthly Deduction on the business day immediately preceding the Monthly Anniversary Day.

Monthly Deduction

The amount deducted from the Gross Cash Value on each Monthly Anniversary Day until the Insured's Age 95. This amount is equal to the monthly Cost of Insurance plus the monthly charges for any additional benefits provided by rider.

Net Amount at Risk

An amount equal to the Death Benefit less the Cash Value.

Owner

The person(s) or entity(ies) named in the application, unless later changed as provided in this policy, who may exercise rights under this policy. If no Owner is designated, the Insured will be the Owner.

Policy Anniversary

The same date (month and day) each year as the Date of Issue.

Policy Month

The period from one Monthly Anniversary Day up to, but not including, the next Monthly Anniversary Day.

Policy Schedule

The page(s) of this policy which show your benefits, premium, and other information about your policy.

Policy Year

Twelve-month periods beginning on the Date of Issue (month and day) to the next Policy Anniversary.

Premium Class

The mortality classification for this policy as shown on the Policy Schedule.

Specified Amount

The amount you chose at issue which is used to determine the amount of Death Benefit and the amount of rider benefits, if any. The Specified Amount at issue ("Initial Specified Amount") and the minimum Specified Amount allowable under this policy are shown on the Policy Schedule.

Surrender Value

The Cash Value on the date of surrender or withdrawal less any applicable surrender charge shown on the Policy Schedule in the Table of Surrender Charges.

“you” (“your”)

The Owner.

“we” (“our”, “us”, the Company)

Lincoln Life & Annuity Company of New York

The Policy

Entire Contract

This policy, the application for this policy, and any amendment(s), endorsement(s), rider(s), and supplemental application(s) that may be attached are the entire contract between you and us.

All statements made in the application will be deemed representations and not warranties. No statement will be used in defense of a claim under this policy unless it is contained in the application and a copy of the application is attached to this 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.

Date of Coverage

Coverage begins under this policy on the Date of Issue shown on the Policy Schedule provided the initial premium has been paid while the Insured is alive.

Non-Participating

This policy is not entitled to share in surplus distribution.

Incontestability

Except for nonpayment of premium, this policy will be incontestable after it has been In Force for 2 years from the Date of Issue. This means that we will not use any misstatement in the application to challenge a claim or avoid liability after that time.

If this policy is reinstated, 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.

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 any Indebtedness and withdrawals.

If this policy Lapses and is reinstated, the 2 year period for suicide does not begin anew.

Termination of Coverage

All coverage under this policy terminates on the first of the following to occur:

- a. a full surrender of this policy;
- b. death of the Insured; or
- c. failure to pay the amount of premium necessary to avoid termination before the end of any applicable grace period.

No action by us after this policy has terminated, including any Monthly Deduction made after termination of coverage, will constitute a reinstatement of this policy or waiver of the termination. Any such deduction will be refunded.

Misstatement of Age or Sex

If the Issue Age or sex of the Insured is misstated and the misstatement is discovered at the time of the Insured's death, the benefits available under this policy will be those which the premiums paid would have purchased at the correct Issue Age and sex. If the misstatement is discovered while the Insured is still living, future Cost of Insurance rates will be charged for the correct Issue Age and sex beginning on the Monthly Anniversary Day following the date the misstatement was discovered.

Ownership, Assignment, and Beneficiary Provisions

Rights of Owner

While the Insured is alive, you may exercise all rights under this policy including the right to:

- a. return this policy under the 30 Day Right to Return provision;
- b. surrender this policy;
- c. agree with us to any change in or amendment to this policy;
- d. transfer all of your rights to another person or entity;
- e. change the Beneficiary (unless you specifically request not to reserve this right); and
- f. assign this policy.

You may exercise your rights under this policy only while the Insured is alive. You must have the consent of any assignee recorded with us to exercise your rights under this policy. However, you may exercise your rights:

- a. without the consent of any designated transferee; and
- b. without the consent of any Beneficiary, unless you have named an irrevocable Beneficiary.

Unless provided otherwise, if you are not the Insured and you die before the Insured, all of your rights under this policy will transfer and vest in your executors, administrators, or assigns.

Transfer of Ownership

You may transfer all of your rights under this policy by submitting a Written Request. A transfer of ownership or a revocation of transfer will not take effect until received by us. Once we have received the transfer or revocation of transfer, the transfer or revocation of transfer will take effect as of the effective date you specify in your Written Request. Any payment made or any action taken or allowed by us before we receive the transfer or revocation of transfer will be without prejudice to us.

On the effective date of transfer, the transferee will become the Owner and will have all the rights of Owner under this policy. You 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.

Assignment

We will not be affected by any assignment of this policy until we receive the original assignment or a certified copy of the assignment at our Administrator Mailing Address. We do not assume responsibility for the validity or sufficiency of any assignment. An assignment of this policy will be effective so long as the assignment remains in effect.

To the extent provided under the terms of the assignment, an assignment will:

- a. transfer the interest of any designated transferee; and
- b. transfer the interest of any Beneficiary, unless you have named an irrevocable Beneficiary.

Beneficiary

You may designate more than one Beneficiary. If you make such a designation, any Death Benefit payable will be paid in equal shares to the survivors in the appropriate Beneficiary class, unless you request otherwise In Writing. If no Beneficiary is alive when the Death Benefit becomes payable or in the absence of any Beneficiary designation, the Death Benefit will transfer and vest in you or in your executors, administrators, or assigns.

Change of Beneficiary

You may change the Beneficiary by submitting a Written Request. The Written Request does not need to be signed by the Beneficiary unless you have named an irrevocable Beneficiary. A change of Beneficiary will not take effect until received by us. Once we have received the change of Beneficiary, the change will take effect as of the date you signed the request. Any payment made or any action taken or allowed by us before we receive the change of Beneficiary will be without prejudice to us.

Premium, Grace Period, and Reinstatement Provisions

Payment of Premiums

All premiums are payable at our Administrator Mailing Address or to any of our authorized agents. The first premium is due on the Date of Issue and is payable in advance. Upon your request, we will furnish receipts for premiums paid.

Planned Premiums

You may, from time to time, change the amount and frequency of premium payments. Any change in the planned premiums may impact the policy values and benefits. We will send premium reminder notices for the amounts and frequency of payments you establish. We reserve the right to stop sending reminder notices if no premium payment is made within 2 Policy Years.

Additional Premium

In addition to any planned premium, you may make additional premium payments of no less than \$100.00. We reserve the right to limit the amount or frequency of any such additional premium payment only for the reasons set forth in the following paragraph.

If a payment of any additional premium would increase the Net Amount at Risk, we may reject the additional premium payment unless you submit satisfactory evidence of insurability and we agree to accept the risk. If a payment of additional premium would cause this policy to cease to qualify as life insurance for federal income tax purposes, we may reject all or such excess portion of the additional premium. Any additional premium payment shall be applied as premium and not to repay any outstanding loans unless we have specific instructions In Writing from you.

Grace Period

This policy will enter the grace period described below if the Cash Value on any Monthly Anniversary Day is less than the required Monthly Deduction. We will allow a grace period of 61 days to pay a premium sufficient to prevent this policy from Lapsing. This premium will be an amount equal to the Monthly Deductions due and unpaid plus two additional Monthly Deductions.

At least 15 days and no more than 45 days before the end of the grace period, we will send a Written Notice to you and to any assignee of record that there is insufficient Cash Value under this policy. The notice will show the amount of premium required to prevent this policy from Lapsing. If you do not pay this billed premium within the grace period, all coverage under this policy will Lapse at the end of the grace period. If the Insured dies during the grace period, we will deduct any overdue Monthly Deductions from the Death Benefit.

Reinstatement

If this policy has Lapsed as described in the Grace Period provision, you may reinstate this policy within 5 years from the date of Lapse so long as:

- a. you submit an application for reinstatement In Writing;
- b. you submit satisfactory evidence of insurability In Writing;
- c. you pay a premium equal to the Monthly Deductions due and unpaid during the grace period plus two additional Monthly Deductions; and
- d. any Indebtedness is either paid or reinstated.

The reinstated policy will be effective as of the Monthly Anniversary Day after the date on which we approve the application for reinstatement. We will reinstate the surrender charges shown on the Policy Schedule as of the Policy Year in which this policy Lapsed. The Gross Cash Value on the date this policy is reinstated will be equal to the Gross Cash Value on the date of Lapse plus an amount equal to four Monthly Deductions. Policies which have been surrendered cannot be reinstated.

Death Benefit Provisions

Death Benefit

If the Insured dies while this policy is In Force, we will pay a Death Benefit equal to the greater of:

- a. the Specified Amount on the date of death, less any Indebtedness; or
- b. the Minimum Required Death Benefit, less any Indebtedness.

Any Death Benefit payable will be paid in a lump sum unless an Optional Method of Settlement is elected. We may require return of this policy when settlement is made.

Notice of Claim

You or someone on your behalf must provide us with Due Proof of Death In Writing within 30 days or as soon as reasonably possible after the death of the Insured.

Interest on Death Benefit

We will pay interest on any Death Benefit payable from the date of death of the Insured to the date of payment. The interest shall be computed daily at the rate currently paid under the interest settlement option.

Claims of Creditors

To the extent allowed by law, any Death Benefit payable will not be subject to claims of a Beneficiary's creditors.

Policy Values Provisions

Cash Value and Gross Cash Value

The Cash Value and Gross Cash Value will be calculated as follows:

- a. On the Date of Issue, the Cash Value and Gross Cash Value will be equal to the initial premium received less the premium expense charge shown on the Policy Schedule, less the Monthly Deduction for the first Policy Month;
- b. on each Monthly Anniversary Day, the Cash Value will be equal to (1) plus (3), minus (4), plus (5), minus (6), minus (7), plus (8);
- c. on each Monthly Anniversary Day, the Gross Cash Value will be equal to (2) plus (3), minus (4), minus (7), plus (8);
- d. on any day other than a Monthly Anniversary Day, the Cash Value will be equal to (1) plus (3), minus (4), plus (5), minus (6), plus (8); and
- e. on any day other than a Monthly Anniversary Day, the Gross Cash Value will be equal to (2) plus (3), minus (4), plus (8); where
 - (1) is the Cash Value on the preceding Monthly Anniversary Day;
 - (2) is the Gross Cash Value on the preceding Monthly Anniversary Day;
 - (3) is all premiums received since the preceding Monthly Anniversary Day less the premium expense charge shown on the Policy Schedule;
 - (4) is the amount of any withdrawals since the preceding Monthly Anniversary Day;
 - (5) is the amount of any repayments of loans or loan interest since the preceding Monthly Anniversary Day;
 - (6) is the amount of any Indebtedness since the preceding Monthly Anniversary Day;
 - (7) is the Monthly Deduction for the month following the Monthly Anniversary Day; and
 - (8) is interest as explained in the Interest Rates provision.

If we receive premium at any time other than the beginning of a Policy Month, the interest rate used to calculate item (8) above will be determined pro rata from the date of receipt.

Interest Rate

We will credit interest to the Cash Value of this policy daily. The interest rate applied to the Cash Value of this policy will be the greater of:

- a. 0.01074598% per day, compounded daily (4% annually); or
- b. a rate determined by us from time to time, established on a prospective basis.

Any interest rate credited will not be less than the Guaranteed Minimum Interest Rate shown on the Policy Schedule. We may credit interest at rates in excess of the Guaranteed Minimum Interest Rate at any time.

Cost of Insurance

The monthly Cost of Insurance under this policy will be equal to (1) multiplied by (2), divided by (3), where:

- (1) is the Net Amount at Risk at the beginning of the Policy Month;
- (2) is the monthly Cost of Insurance rate as described in the Cost of Insurance Rates provision; and
- (3) is equal to 1,000.

Cost of Insurance Rates

We will determine monthly Cost of Insurance rates based on our expectations as to future mortality, investment earnings, persistency, and expenses (including taxes). Any change in Cost of Insurance rates will apply to all individuals of the same class as the Insured.

If the Insured is in a rated premium class, the monthly Cost of Insurance rates will be calculated as (1) multiplied by (2), plus (3), where:

- (1) is the then current Cost of Insurance rate;
- (2) is the Risk Factor, if any, shown on the Policy Schedule; and
- (3) is the Flat Extra amount, if any, shown on the Policy Schedule.

We guarantee that the Cost of Insurance rates will never be greater than the rates as described on the Policy Schedule in the Table of Guaranteed Maximum Cost of Insurance Rates.

Basis of Computations

The minimum Cash Values under this policy are guaranteed to be no less than those calculated based on the applicable Commissioners 2001 Standard Ordinary Mortality Table (Attained Age) with interest at 4% per year, compounded annually.

Minimum Policy Values

All policy values are equal to or more than the minimums required on the Date of Issue by the jurisdiction in which this policy was delivered. We have filed a detailed statement of the method of computing values under this policy with the Insurance Department of that jurisdiction as may be required.

Surrender and Withdrawal Provisions

Surrender

You may surrender this policy for its Surrender Value during the lifetime of the Insured while this policy is In Force. Surrender of this policy is effective on the business day we receive both this policy and your Written Request for surrender. All coverage under this policy will terminate upon surrender for its Surrender Value.

The Surrender Value will be paid in a lump sum unless an Optional Method of Settlement is elected. We may require return of this policy when settlement is made. We reserve the right to defer payment of the Surrender Value for up to 6 months after receipt of the surrender request.

If surrender is requested 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 and withdrawals made on or after such anniversary.

Withdrawals

You may request a withdrawal (i.e., partial surrender) from this policy during the lifetime of the Insured while this policy is In Force by submitting a Written Request to us. We reserve the right to limit withdrawals to no more than one per Policy Year. The amount of the withdrawal requested:

- a. must be at least \$100.00; but
- b. may not exceed 90% of the then current Surrender Value.

We reserve the right to defer payment of the withdrawal for up to 6 months after we receive the withdrawal request. However, we will not defer payment of a withdrawal to be used to pay premiums on policies with us.

We will deduct the amount of the withdrawal from the Gross Cash Value. The Specified Amount may be reduced as a result of a withdrawal. The amount of the reduction will be equal to the greater of:

- a. zero; or
- b. an amount equal to (1) minus $\{ [(2) - (3)] \text{ divided by } (4) \}$, where:
 - (1) is the amount of the withdrawal;
 - (2) is the Minimum Required Death Benefit immediately prior to the withdrawal;
 - (3) is the Specified Amount immediately prior to the withdrawal; and
 - (4) is the applicable percentage shown on the Policy Schedule in the Minimum Required Death Benefit Percentages Table.

The Specified Amount remaining In Force after any withdrawal will be subject to the minimum Specified Amount shown on the Policy Schedule. The Death Benefit will be calculated as described in this policy based on the revised Specified Amount and reduced Gross Cash Value.

Paid-up Insurance

You may at any time request that we grant guaranteed nonparticipating paid-up insurance, which shall be payable at a like time and in like manner as the original policy. The amount of paid-up insurance will be that which the Cash Value will purchase when applied as a net single premium at the Insured's Attained Age using the guaranteed interest of 4% per year and mortality basis set forth under the Basis of Computations provision. The amount of such paid-up insurance will be limited to the then current

Specified Amount under the original policy. The amount of any Cash Value in excess of that required to purchase such paid-up insurance will be paid to you in cash. After election of this option, no further premiums will be accepted and no further Monthly Deductions will be deducted from the policy's Gross Cash Value. The paid-up insurance will not include any supplementary or additional benefits provided by rider under the original policy except for accelerated benefits for terminal illness and accelerated benefits for chronic illness, if applicable.

Loan Provisions

Policy Loans

If this policy has a Surrender Value available, we will grant a loan against the policy so long as:

- a. a loan agreement is properly executed; and
- b. you make a satisfactory assignment of this policy to us.

The total Indebtedness against this policy may not exceed an amount equal to the Surrender Value. We reserve the right to defer a loan for up to 6 months from the date of the loan request. However, we will not defer a loan to be used to pay premiums on policies with us. If the loan is deferred for more than 10 days, we will pay interest on the loan amount at the rate currently paid under the interest settlement option.

Loan Interest

Loans under this policy bear interest at an adjustable interest rate. We may adjust the rate on each Policy Anniversary. The new rate will apply to both new and outstanding loans. We will provide notice of the initial rate for cash loans when the loan is made. We will also provide reasonable advance notice prior to any change in interest rate while a loan is outstanding.

The interest rate charged during any Policy Year will not exceed the maximum rate for that year. The maximum rate will be the greater of:

- a. the "Published Monthly Average" (as defined below) for the calendar month which ends 2 months before the month in which the Policy Anniversary occurs; or
- b. the rate used to compute the Surrender Value of this policy during the applicable period plus 1% per year.

The term "Published Monthly Average" as used within this provision means the monthly average of the composite yield on seasoned corporate bonds as published by Moody's Investors Service, Inc., or its successors. If such average is no longer published, we will use the average established by law or regulation by the insurance supervisory official of the jurisdiction in which this policy was delivered. We guarantee that the interest rate charged will never exceed the maximum rate imposed by law or regulation in the jurisdiction in which this policy was delivered.

We will not increase the loan interest rate until the new maximum rate exceeds the rate then currently charged under this policy by at least .5% annually. We will reduce the rate being charged whenever such reduction results in a new annual maximum rate that is at least .5% lower than the rate then currently being charged under this policy.

Interest Credited to Loaned Amounts

The interest rate applied to the portion of the Gross Cash Value which secures any outstanding policy loan will be the greater of:

- a. the "Published Monthly Average" (as defined above) for the calendar month which ends 2 months before the month in which the Policy Anniversary occurs minus 2%; or
- b. 4% per year.

Indebtedness

Any Indebtedness at time of settlement will reduce the amount payable upon surrender of this policy or death of the Insured, whichever is earlier. Indebtedness may be repaid in whole or in part at any time. However, if a premium is not paid within the grace period, any outstanding Indebtedness can be repaid only if this policy is reinstated.

General Provisions

Policy Changes – Applicable Law

This policy must qualify initially and continue to qualify as life insurance under the Internal Revenue Code in order for you to receive the tax treatment accorded to life insurance under Federal Law. Therefore, to maintain this qualification to the maximum extent permitted by law, we reserve 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 us. Further, we reserve the right to make changes in this policy or to make distributions from this policy to the extent we deem necessary, in our sole discretion, to continue to qualify this policy as life insurance. Any such changes will apply uniformly to all policies that are affected.

Annual Report

We will send you a report every year on the Policy Anniversary without charge. This report will show:

- a. the current Death Benefit;
- b. the current Cash Value;
- c. any premiums paid and all deductions made since the last report; and
- d. any outstanding policy loans.

In addition, the report will indicate when this policy is projected to Lapse based on current and guaranteed factors.

Projection of Benefits and Values

We will provide a projection of illustrative future Death Benefits and Cash Values at any time upon your Written Request and payment of a reasonable service fee not to exceed \$25.00. 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) and future planned premium payments; and
- b. such other assumptions (e.g., mortality and interest) as are necessary and specified.

Optional Methods of Settlement

Upon Written Request, we 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 this policy.

If any optional income settlement provides for installment payments for a given age of payee for an amount which would be the same for different periods certain, we will deem that an election has been made for the longest period certain for such age and amount.

While the Insured is alive, you may make this request, including the designation of the payee. Unless you have previously elected a settlement option, at the time a Death Benefit becomes payable under this policy, the Beneficiary may make this request, including the designation of the payee. Once income payments have begun, this 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 elected will become payable on the date proceeds are settled under that option. Subsequent payments will be made on the first day of each calendar 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 our rules then in effect. If at any time payments are less than the minimum payment amount, we have 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, we 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), as applicable. The mortality table used is the Annuity 2000 Table 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 2010-2019, reduced by two years when the first installment is payable during the decade 2020-2029, and similarly for succeeding decades.

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

We will retain the proceeds while the payee is alive. We will pay interest annually on the proceeds 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 our sole discretion, we may pay or credit excess interest from time to time in addition to the payments guaranteed under any Optional Method of Settlement.

Additional Options

Any proceeds payable under this policy may also be settled under any other method of settlement we offer at the time of the request.

Optional Methods of Settlement

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

Settlement age of payee nearest birthday		Number of installments certain				Settlement age of payee nearest birthday		Number of installments certain				Settlement age of payee nearest birthday		Number of installments certain			
		60	120	180	240			60	120	180	240			60	120	180	240
Age	Life Annuity					Age	Life Annuity					Age	Life Annuity				
10	2.84	2.84	2.84	2.84	2.84	35	3.35	3.35	3.34	3.34	3.33	60	4.98	4.95	4.88	4.75	4.56
11	2.85	2.85	2.85	2.85	2.85	36	3.38	3.38	3.38	3.37	3.36	61	5.10	5.07	4.99	4.84	4.62
12	2.87	2.87	2.86	2.86	2.86	37	3.42	3.42	3.41	3.40	3.39	62	5.23	5.20	5.11	4.93	4.69
13	2.88	2.88	2.88	2.88	2.87	38	3.46	3.46	3.45	3.44	3.42	63	5.37	5.34	5.23	5.03	4.75
14	2.89	2.89	2.89	2.89	2.89	39	3.50	3.49	3.49	3.48	3.46	64	5.53	5.48	5.35	5.13	4.82
15	2.91	2.91	2.91	2.90	2.90	40	3.54	3.54	3.53	3.52	3.50	65	5.69	5.64	5.49	5.23	4.88
16	2.92	2.92	2.92	2.92	2.91	41	3.58	3.58	3.57	3.56	3.53	66	5.86	5.80	5.62	5.33	4.94
17	2.94	2.94	2.93	2.93	2.93	42	3.63	3.62	3.62	3.60	3.57	67	6.04	5.98	5.77	5.43	5.00
18	2.95	2.95	2.95	2.95	2.94	43	3.68	3.67	3.66	3.64	3.62	68	6.24	6.16	5.92	5.53	5.06
19	2.97	2.97	2.97	2.96	2.96	44	3.73	3.72	3.71	3.69	3.66	69	6.45	6.35	6.07	5.63	5.11
20	2.99	2.99	2.98	2.98	2.98	45	3.78	3.77	3.76	3.74	3.70	70	6.67	6.56	6.23	5.73	5.16
21	3.00	3.00	3.00	3.00	2.99	46	3.83	3.83	3.81	3.79	3.75	71	6.91	6.78	6.39	5.83	5.21
22	3.02	3.02	3.02	3.02	3.01	47	3.89	3.88	3.87	3.84	3.80	72	7.16	7.00	6.56	5.93	5.25
23	3.04	3.04	3.04	3.04	3.03	48	3.95	3.94	3.93	3.89	3.85	73	7.43	7.25	6.73	6.02	5.29
24	3.06	3.06	3.06	3.06	3.05	49	4.01	4.01	3.99	3.95	3.90	74	7.72	7.50	6.90	6.11	5.33
25	3.08	3.08	3.08	3.08	3.07	50	4.08	4.07	4.05	4.01	3.95	75	8.02	7.77	7.08	6.20	5.36
26	3.10	3.10	3.10	3.10	3.09	51	4.15	4.14	4.11	4.07	4.00	76	8.35	8.05	7.26	6.28	5.39
27	3.13	3.13	3.12	3.12	3.11	52	4.22	4.21	4.18	4.13	4.06	77	8.70	8.34	7.43	6.36	5.41
28	3.15	3.15	3.15	3.14	3.14	53	4.30	4.29	4.26	4.20	4.12	78	9.08	8.65	7.61	6.43	5.43
29	3.17	3.17	3.17	3.17	3.16	54	4.38	4.37	4.33	4.27	4.18	79	9.48	8.98	7.78	6.49	5.45
30	3.20	3.20	3.20	3.19	3.19	55	4.46	4.45	4.41	4.34	4.24	80	9.91	9.31	7.95	6.55	5.46
31	3.23	3.23	3.22	3.22	3.21	56	4.55	4.54	4.50	4.42	4.30	81	10.38	9.66	8.11	6.60	5.47
32	3.26	3.25	3.25	3.25	3.24	57	4.65	4.63	4.58	4.50	4.36	82	10.87	10.02	8.27	6.65	5.48
33	3.28	3.28	3.28	3.28	3.27	58	4.75	4.73	4.68	4.58	4.43	83	11.39	10.40	8.42	6.69	5.49
34	3.32	3.31	3.31	3.31	3.30	59	4.86	4.84	4.78	4.66	4.49	84	11.95	10.78	8.56	6.72	5.50
												85	12.55	11.16	8.69	6.75	5.50

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

Settlement age of payee nearest birthday		Number of installments certain				Settlement age of payee nearest birthday		Number of installments certain				Settlement age of payee nearest birthday		Number of installments certain			
		60	120	180	240			60	120	180	240			60	120	180	240
Age	Life Annuity					Age	Life Annuity					Age	Life Annuity				
10	2.78	2.78	2.78	2.78	2.78	35	3.22	3.22	3.22	3.21	3.21	60	4.59	4.58	4.54	4.46	4.35
11	2.79	2.79	2.79	2.79	2.79	36	3.25	3.25	3.24	3.24	3.23	61	4.69	4.68	4.63	4.56	4.42
12	2.81	2.81	2.81	2.80	2.80	37	3.28	3.28	3.27	3.27	3.26	62	4.80	4.79	4.73	4.64	4.49
13	2.82	2.82	2.82	2.82	2.81	38	3.31	3.31	3.30	3.30	3.29	63	4.92	4.90	4.84	4.73	4.57
14	2.83	2.83	2.83	2.83	2.83	39	3.34	3.34	3.34	3.33	3.32	64	5.04	5.02	4.95	4.83	4.84
15	2.84	2.84	2.84	2.84	2.84	40	3.38	3.37	3.37	3.36	3.35	65	5.18	5.15	5.07	4.93	4.71
16	2.85	2.85	2.85	2.85	2.85	41	3.41	3.41	3.41	3.40	3.39	66	5.32	5.29	5.20	5.03	4.78
17	2.87	2.87	2.87	2.87	2.86	42	3.45	3.45	3.44	3.44	3.42	67	5.48	5.44	5.33	5.14	4.85
18	2.88	2.88	2.88	2.88	2.88	43	3.49	3.49	3.48	3.47	3.46	68	5.64	5.60	5.47	5.25	4.92
19	2.90	2.90	2.89	2.89	2.89	44	3.53	3.53	3.52	3.51	3.50	69	5.82	5.77	5.62	5.36	4.99
20	2.91	2.91	2.91	2.91	2.91	45	3.57	3.57	3.57	3.55	3.54	70	6.01	5.95	5.78	5.47	5.05
21	2.93	2.93	2.92	2.92	2.92	46	3.62	3.62	3.61	3.60	3.58	71	6.21	6.15	5.94	5.58	5.11
22	2.94	2.94	2.94	2.94	2.94	47	3.67	3.67	3.66	3.64	3.62	72	6.44	6.36	6.11	5.70	5.17
23	2.96	2.96	2.96	2.96	2.95	48	3.72	3.72	3.71	3.69	3.67	73	6.68	6.59	6.29	5.81	5.22
24	2.98	2.97	2.97	2.97	2.97	49	3.77	3.77	3.76	3.74	3.71	74	6.94	6.83	6.48	5.92	5.27
25	2.99	2.99	2.99	2.99	2.99	50	3.83	3.82	3.81	3.79	3.76	75	7.22	7.09	6.67	6.03	5.31
26	3.01	3.01	3.01	3.01	3.01	51	3.89	3.88	3.87	3.85	3.81	76	7.53	7.36	6.86	6.13	5.35
27	3.03	3.03	3.03	3.03	3.02	52	3.95	3.94	3.93	3.90	3.86	77	7.86	7.65	7.06	6.22	5.38
28	3.05	3.05	3.05	3.05	3.04	53	4.01	4.01	3.99	3.96	3.92	78	8.21	7.97	7.26	6.31	5.40
29	3.07	3.07	3.07	3.07	3.06	54	4.08	4.08	4.06	4.02	3.97	79	8.60	8.30	7.46	6.40	5.43
30	3.09	3.09	3.09	3.09	3.09	55	4.15	4.15	4.13	4.09	4.03	80	9.02	8.65	7.66	6.47	5.45
31	3.12	3.12	3.11	3.11	3.11	56	4.23	4.22	4.20	4.16	4.09	81	9.48	9.02	7.86	6.54	5.46
32	3.14	3.14	3.14	3.14	3.13	57	4.31	4.30	4.28	4.23	4.15	82	9.97	9.41	8.05	6.59	5.48
33	3.17	3.17	3.16	3.16	3.16	58	4.40	4.39	4.36	4.30	4.22	83	10.50	9.82	8.23	6.64	5.49
34	3.19	3.19	3.19	3.19	3.18	59	4.49	4.48	4.45	4.38	4.29	84	11.08	10.24	8.40	6.69	5.49
												85	11.70	10.67	8.55	6.73	5.50

Annuity Certain Table for Each \$1,000 Applied

Number of years during which installments will be paid	Amount of each installment		Number of years during which installments will be paid	Amount of each installment		Number of years during which installments will be paid	Amount of each installment	
	Annual	Monthly		Annual	Monthly		Annual	Monthly
5	\$211.99	\$17.91	12	\$97.54	\$8.24	19	\$67.78	\$5.73
6	179.22	15.14	13	91.29	7.71	20	65.26	5.51
7	155.83	13.16	14	85.95	7.26	25	55.76	4.71
8	138.31	11.68	15	81.33	6.87	30	49.53	4.18
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			

Return of Premium Rider

This rider is made part of the policy to which it is attached. Except as stated below, this rider is subject to all the terms and conditions of the policy.

Return of Premium Benefit

In lieu of the Surrender Value described in the policy, upon full surrender of the policy we will pay an amount equal to the greater of:

- a. the Surrender Value; or
- b. the initial premium shown on the Policy Schedule, less any Indebtedness and withdrawals, less any benefits paid under the Convalescent Care Benefits Rider, if applicable.

Additional Premium

Any premium payments made in addition to the initial premium shown on the Policy Schedule will not be included in the Return of Premium benefit amount.

Consideration

We issued this rider in consideration of the statements made in the application and payment of the rider charge shown on the Policy Schedule.

Rider Charge

There is a one-time charge for this rider. The rider charge is shown on the Policy Schedule. We will deduct the entire rider charge from the Gross Cash Value of the policy on the Date of Issue.

Termination

This rider and all rights provided under it terminate automatically upon the earlier of:

- a. the date the policy terminates for any reason;
- b. the date we make a benefit payment under the Terminal Illness Accelerated Death Benefit Rider;
or
- c. the date we receive your Written Request to terminate this rider.

Effective Date

The effective date of this rider is the Date of Issue.

Lincoln Life & Annuity Company of New York



President

Convalescent Care Benefits Rider

This Convalescent Care Benefits Rider ("CCBR") is made part of the policy to which it is attached. Except as stated below, this rider is subject to all the terms and conditions of the policy.

We agree to provide the benefits described in this rider for Qualified Long-Term Care Services in accordance with all the terms and conditions of this rider. **READ THIS RIDER CAREFULLY.**

NOTICE OF 30 DAY RIGHT TO RETURN THIS RIDER

You may return this rider for any reason to the insurance agent through whom it was purchased or to us at the Administrator Mailing Address shown on the front cover of your policy within 30 days after you receive it. If returned, this rider will be considered void from the beginning and we will refund all charges paid for this rider.

TAXATION

This rider is intended to be a Qualified Long-Term Care Insurance contract under Section 7702B(b) of the Internal Revenue Code. This is not a health insurance rider and is not subject to the minimum requirements of New York Law pertaining to Long-Term Care Insurance. This rider does not qualify for the New York State Long-Term Care Partnership Program, and is not a Medicare Supplement Policy. This rider is intended to be a Qualified Long-Term Care Insurance contract for federal tax law purposes only.

CAUTION

We issued this rider based on your and the Insured's answers to the questions on your application. A copy of your application is enclosed. If your answers fail to include all material medical information requested, we have the right to deny benefits or rescind this rider. The best time to clear up any questions is now, before a claim arises! If, for any reason, any of your or the Insured's answers are incorrect, contact us at the Administrator Mailing Address shown on the front cover of your policy.

NOTICE TO OWNER

This rider may not cover all of the costs associated with long-term care incurred by the Insured during the period of coverage. Carefully review all policy and rider limitations.

Who is Covered

This rider covers the Insured named on the Policy Schedule. It does not cover any other person.

Renewability

This rider is guaranteed renewable. Unless you request to terminate this rider, the rider will remain In Force for as long as the policy remains In Force. We cannot change any of the terms of this rider on our own and cannot change the monthly rider charge.

Effective Date

This rider takes effect on the Date of Issue. Subject to the Termination of Rider provision, this rider will remain In Force for as long as the policy remains In Force.

Consideration

We have issued this rider in consideration of the statements made in the application for this rider and payment of the first monthly rider charge shown on the Policy Schedule.

Table of Contents

Definitions	3
Rider Charges	6
Limitations or Conditions on Eligibility for Benefits	7
Long-Term Care Benefits	7
Covered Services	8
General Exclusions and Limitations	10
Effect of Rider on Policy	11
Claims	12
General Rider Information	14

DEFINITIONS

Activities of Daily Living

The 6 basic functional abilities that relate to the Insured's ability to live independently. They are:

- a. **Bathing:** The Insured's ability to wash himself or herself by sponge bath, or in either a tub or shower, including the task of getting into or out of the tub or shower.
- b. **Contenance:** The Insured's ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for a catheter or colostomy bag).
- c. **Dressing:** The Insured's ability to put on and take off all items of clothing and any necessary braces, fasteners or artificial limbs.
- d. **Eating:** The Insured's ability to feed himself or herself by getting food into the body from a receptacle (such as a plate, cup, or table) or by a feeding tube or intravenously.
- e. **Toileting:** The Insured's ability to get to and from the toilet, get on and off the toilet, and perform associated personal hygiene.
- f. **Transferring:** The Insured's ability to move into or out of a bed, chair, or wheelchair.

Assisted Living Facility

A separate facility (or a specially dedicated wing of a facility) which is licensed as an Assisted Living Facility, if the state licenses such facilities. If the state does not license Assisted Living Facilities, then the facility must meet all of the following criteria:

- a. it must provide room, board, 3 meals a day, housekeeping, linens, laundry, and all the personal services required by a Chronically Ill individual, as well as protective oversight, in private rooms to residents who require personal assistance to perform Activities of Daily Living;
- b. it must provide personal care and substantial hands-on assistance to prevent, by physical intervention, injury to the individual while the individual is performing Activities of Daily Living. Such assistance may also include transportation, help in dispensing medication, providing assistance with baths or showers, as well as other individual needs which may be required; and
- c. it must have staff available to provide such assistance 24 hours a day and 7 days a week and have a staff physician available on call.

CCBR Benefit Limit

The maximum benefit amount available under this rider to reimburse the costs incurred by the Insured for Covered Services. At issue, the CCBR Benefit Limit equals the policy's Specified Amount. The CCBR Benefit Limit as of the Date of Issue is shown on the Policy Schedule, and may change as provided in this rider. The CCBR Benefit Limit is used to calculate the monthly rider charge and the Maximum Monthly CCBR Benefit.

CCBR Duration

The period of coverage under this rider. The CCBR Duration was selected on the application for this rider, and is shown on the Policy Schedule.

Care Planning Agency

An agency or organization which is primarily engaged in providing care planning on behalf of its clients. The agency or organization must be licensed by the appropriate state licensing agency as a Care Planning Agency, if the state licenses such agencies. If the state does not license Care Planning Agencies, then the agency must meet all of the following criteria:

- a. it must operate at least 5 days per week for a minimum of 8 hours per day and have someone on call to provide emergency coverage during non-operating hours;
- b. it must have at least one full-time nurse and one full-time social worker on staff; and
- c. it must maintain a written record for each client of all Covered Services provided.

Chronically Ill (Chronic Illness)

The Insured has been certified, within the preceding 12 months, by a Licensed Health Care Practitioner as:

- a. being unable to perform (without Substantial Assistance from another individual) at least 2 Activities of Daily Living for a period of at least 90 days as a result of loss of functional capacity; or
- b. requiring Substantial Supervision to protect the Insured from threats to health and safety caused by Severe Cognitive Impairment.

Covered Services

The Qualified Long-Term Care Services covered by this rider. These services are listed in the Covered Services provision. To qualify for benefits under this rider, the Insured must receive Covered Services prescribed under an approved Plan of Care while this rider is In Force.

Death Benefit

The policy's Death Benefit. This rider does not have a death benefit.

Deductible Period

The period of time during which this rider does not provide certain benefits, as described in the Deductible Period provision. The Deductible Period must be satisfied before certain benefits become payable.

Home Health Care Agency

An entity which provides care and services at the Insured's home or other residence, is primarily engaged in providing residential health care services under policies and procedures established by a group of professionals, including at least one physician and one nurse, and meets at least one of the following criteria:

- a. it must be licensed by the appropriate state licensing agency as a Home Health Care Agency, if the state licenses such agencies; or
- b. it must be accredited as a Home Health Care Agency or as a provider of Home Health Care Services by the National League of Nursing, American Public Health Association, or Joint Commission on Accreditation of Health Care Organizations or their successor organization; or
- c. is certified by Medicare as a Home Health Care Agency.

Immediate Family

The Insured's spouse and the children, brothers, sisters, and parents of either the Insured or the Insured's spouse.

Insured

The person named on the Policy Schedule who is entitled to benefits under this rider.

Licensed Health Care Practitioner

A physician, as defined in Section 1861(r)(1) of the Social Security Act, a registered professional nurse, licensed social worker, or other individual who meets such requirements as may be prescribed by the Secretary of the Treasury. The health care practitioner must be licensed by the state and must be acting within the scope of his or her license when providing Covered Services or performing necessary functions or actions under this rider.

Maintenance or Personal Care Services

Any care for which the primary purpose is to provide needed assistance with any of the disabilities as a result of which the Insured is Chronically Ill (including the protection from threats to health and safety caused by Severe Cognitive Impairment).

Maximum Monthly CCBR Benefit

The maximum amount that we will pay each month to reimburse the costs incurred by the Insured for Covered Services under this rider. The Maximum Monthly CCBR Benefit equals the CCBR Benefit Limit divided by the number of months in the CCBR Duration. The Maximum Monthly CCBR Benefit as of the Date of Issue is shown on the Policy Schedule, and may change as provided in this rider.

Medicare

Title XVIII of the Social Security Act, as amended.

Mental or Nervous Disorders

Neurosis, psychoneurosis, psychopathy, psychosis, or mental or emotional disease or disorder.

Nursing Home

A facility or distinctly separate part of a hospital or other institution which is licensed by the appropriate state licensing agency as a Nursing Home, if the state licenses such facilities. If the state does not license Nursing Homes, then the facility must meet all of the following criteria:

- a. it must provide 24 hour a day nursing service under a planned program of policies and procedures which were developed with the advice of, and is periodically reviewed and executed by a professional group of at least one physician and one nurse;
- b. it must have a physician available to furnish medical care in case of emergency;
- c. it must have at least one nurse who is employed there full time (or at least 24 hours per week if the facility has less than 10 beds);
- d. it must have a nurse on duty or on call at all times;
- e. it must maintain clinical records for all patients; and
- f. it must have appropriate methods and procedures for handling and administering drugs and biologicals.

Plan of Care

A written document which was prepared and signed by the Licensed Health Care Practitioner which outlines the individualized medical treatment (including medication and therapy) and non-medical assistance and services which are prescribed because the Insured suffers from loss of functional capacity or from a Severe Cognitive Impairment. The plan must specify the agency or facility where the care is to be provided; the type, frequency, and duration of all medication, therapy, and services required; and the title of the provider who is to perform each service. It must also describe the likelihood of improvement or deterioration of the Insured's condition within the next 12 months from the date the Plan of Care was prepared and must also describe the supporting evidence upon which the Licensed Health Care Practitioner has based his or her conclusions and prognosis. Such supporting evidence may include either an assessment of loss of functional capacity or an assessment of Severe Cognitive Impairment, or both, which was prepared by a physician, nurse, social worker, or any other licensed or certified professional who is qualified to perform such assessment by virtue of their licensure.

Pre-Existing Condition

A condition of the Insured for which medical advice was given or treatment was recommended by, or received from, a licensed health care provider within 6 months before the Date of Issue.

Primary Caregiver

The person or persons, including members of the Insured's Immediate Family, who provide(s) ongoing daily care to the Insured while the Insured resides outside of a hospital or Nursing Home.

Qualified Long-Term Care Services

Necessary diagnostic, preventive, therapeutic, curing, treating, mitigating, and rehabilitative services, and Maintenance or Personal Care Services, which are:

- a. required by the Insured because he or she is Chronically Ill; and
- b. provided pursuant to a Plan of Care prescribed by the Licensed Health Care Practitioner.

Severe Cognitive Impairment

Deterioration or loss in the Insured's intellectual capacity that is:

- a. comparable to (and includes) Alzheimer's disease and similar forms of irreversible dementia; and
- b. measured and confirmed by clinical evidence and standardized tests that reliably measure impairment in the following areas:
 1. the Insured's short- or long-term memory;
 2. the Insured's orientation as to person (such as who they are), place (such as their location), and time (such as day, date, and year); and
 3. the Insured's deductive or abstract reasoning or judgment as it relates to safety awareness.

Substantial Assistance

Hands-on assistance or the presence of another person within arm's reach that is necessary to prevent, by physical intervention, injury to the Insured while the Insured is performing the Activities of Daily Living.

Substantial Supervision

Continual supervision (which may include cueing by verbal prompting, gestures, or other demonstrations) by another person that is necessary to protect the Severely Cognitively Impaired Insured from threats to his or her health or safety (such as may result from wandering).

RIDER CHARGES

Monthly Rider Charge

We will deduct a charge for this rider from the Gross Cash Value of the policy on each Monthly Anniversary Day beginning with the Date of Issue until the earlier of:

- a. the Insured's Age 95; or
- b. the Monthly Anniversary Day preceding the date the policy's Cash Value has been reduced to zero solely as a result of payments for Covered Services under this rider.

The monthly rider charge as of the Date of Issue is shown on the Policy Schedule.

The monthly rider charge at issue is calculated based on the Insured's Issue Age as shown on the Policy Schedule, the CCBR Duration selected, and the CCBR Benefit Limit.

Any decrease in the CCBR Benefit Limit caused by withdrawals or Indebtedness will reduce the monthly rider charge proportionately. Any increase in the CCBR Benefit Limit caused by a repayment of the loan or loan interest will increase the monthly rider charge proportionately.

LIMITATIONS OR CONDITIONS ON ELIGIBILITY FOR BENEFITS

Benefit Conditions

The following conditions must be met to qualify for benefits under this rider:

- a. The total benefits paid to date under this rider must not have reached the CCBR Benefit Limit.
- b. The Insured must either:
 1. be unable to perform (without Substantial Assistance from another individual) at least 2 Activities of Daily Living for a period of 90 days as a result of loss of functional capacity; or
 2. require Substantial Supervision to protect the Insured from threats to health and safety caused by Severe Cognitive Impairment.
- c. The Licensed Health Care Practitioner must certify that the Insured is Chronically Ill and that the illness is expected to continue for at least 90 days.
- d. The Licensed Health Care Practitioner must approve a Plan of Care In Writing prescribing services, including Covered Services, that are to be provided to the Insured. The Insured must receive the Covered Services prescribed under the approved Plan of Care while this rider is In Force.
- e. At least once every 12 months thereafter, and for as long as the Insured continues to be Chronically Ill, the Licensed Health Care Practitioner must again:
 1. certify that the Insured is Chronically Ill. If the Insured's Chronic Illness is caused by loss of functional capacity, the Licensed Health Care Practitioner must again certify that the Insured's Chronic Illness is expected to continue for at least 90 days; and
 2. either approve a new Plan of Care, or reconfirm the existing Plan of Care In Writing.

Benefits will be paid under this rider for as long as:

- a. the benefit conditions of this rider are met; and
- b. this rider remains In Force.

Deductible Period

This rider has a 90 day Deductible Period during which time this rider does not provide certain benefits. This 90 day Deductible Period applies to all Covered Services except for Bed Reservation, Respite Care Services, Non-Continual Alternative Care Services, Caregiver Training, and Care Planning Services. The Deductible Period must be satisfied before other benefits become payable.

The 90 day Deductible Period may be satisfied only by days during which benefits, other than Bed Reservation, Respite Care Services, Non-Continual Alternative Care Services, Caregiver Training, and Care Planning Services, would otherwise be covered under this rider. Long-term care is often received on an intermittent basis, therefore we do not require that the 90 day Deductible Period be consecutive days.

LONG-TERM CARE BENEFITS

Benefits Available

We will pay an amount not to exceed the Maximum Monthly CCBR Benefit each calendar month until the end of the CCBR Duration to reimburse costs incurred by the Insured for any Covered Service or combination of Covered Services, subject to the terms and conditions of this rider. Any amounts paid in a calendar month for any Covered Service or combination of Covered Services will reduce that month's available Maximum Monthly CCBR Benefit and the remaining CCBR Benefit Limit. Benefits under this rider will continue beyond the CCBR Duration shown on the Policy Schedule as long as the remaining CCBR Benefit Limit is greater than zero.

Impact of Withdrawals, Indebtedness or Repayments on CCBR Benefit Limit and Maximum Monthly CCBR Benefit

Withdrawals or Indebtedness will reduce the CCBR Benefit Limit on a dollar-for-dollar basis. Any reduction in the CCBR Benefit Limit will reduce the Maximum Monthly CCBR Benefit proportionately.

Any repayment of the loan or loan interest will increase the CCBR Benefit Limit by the amount of the repayment. Any increase in the CCBR Benefit Limit will increase the Maximum Monthly CCBR Benefit proportionately.

Benefits After Lapse

If the policy and this rider Lapse while the Insured is Chronically Ill, we will reimburse expenses incurred for Covered Service(s) subject to the terms and conditions of this rider and any applicable Deductible Period until the earlier of the following:

- a. the date the Insured is no longer Chronically Ill; or
- b. the date the CCBR Benefit Limit is reached.

COVERED SERVICES

We will reimburse expenses incurred by the Insured for the following Covered Services, to the extent that such services are Qualified Long-Term Care Services:

Adult Day Care Services

A program for 6 or more individuals of social and health-related services provided during the day in a community group setting for the purpose of supporting frail, impaired elderly or other disabled adults who can benefit from care in a group setting outside the home. These services are covered to the extent that they are Qualified Long-Term Care Services.

Assisted Living Facility Services

Services that are provided to the Insured while he or she is confined or living in an Assisted Living Facility. Such services are covered to the extent that they are Qualified Long-Term Care Services.

Bed Reservation

The expense incurred by the Insured to reserve the Insured's bed in a Nursing Home while he or she is temporarily absent during a stay in a Nursing Home and is charged to reserve accommodations. The temporary absence can be for any reason with the exception of discharge. This includes, but is not limited to, a hospital stay or spending holidays or other time with family. Bed Reservation is covered to the extent that it is a Qualified Long-Term Care Service.

This benefit is limited to no more than 30 days each calendar year. The amount payable for this benefit cannot exceed 1/30th of the Maximum Monthly CCBR Benefit for each day that the bed is reserved.

Care Planning Services

Services provided for the Insured by a Care Planning Agency under the direction of the Licensed Health Care Practitioner. These services are covered to the extent that they are Qualified Long-Term Care Services. Care Planning Services may include:

- a. assessment of the circumstances in the Insured's home which relate to his or her ability to live independently;
- b. assessment of the Insured's Chronic Illness and the level of assistance needed for each Activity of Daily Living;
- c. preparation of a Plan of Care for the Insured in coordination with the Licensed Health Care Practitioner;

- d. coordination and monitoring of the Covered Services provided to the Insured; and
- e. monitoring any changes in the Insured's abilities and updating the Plan of Care accordingly.

Caregiver Training

Training given to the Primary Caregiver to provide him or her with the knowledge and skills necessary to care for the Chronically Ill Insured. Such training must be provided by a properly accredited medical or instructional institution or by an individual, such as a licensed nurse, who is qualified to provide such training. Caregiver Training is covered to the extent that it is a Qualified Long-Term Care Service.

The amount payable for this benefit is limited to no more than \$500 for all Caregiver Training provided while the Insured is covered under this rider and under the Extension of Benefits Rider, if applicable. Caregiver Training may include:

- a. the proper use and care of therapeutic devices or disposable medical aids, including but not limited to catheters, colostomy bags, or suctioning tubes;
- b. the performance of care-giving procedures such as changing wound dressings or repositioning the Insured in bed; or
- c. other therapeutic or care-giving procedures needed to enable the Chronically Ill Insured to continue to reside in his or her place of residence.

Home Health Care Services

Skilled nursing or other professional care services provided by a Home Health Care Agency at the Insured's place of residence which must be outside of a hospital, Nursing Home or Assisted Living Facility. Such services include, but are not limited to, part-time and intermittent skilled nursing services, home health aide services, physical therapy, occupational therapy, chemotherapy, speech therapy, audiology services, and medical social services by a social worker. These services are covered to the extent that they are Qualified Long-Term Care Services.

Hospice Services

Services given to provide palliative care to alleviate the physical, emotional, social, and spiritual discomforts of the Insured who is in the terminal phases of life. These services also include supportive care given to the Primary Caregiver and the Insured's Immediate Family. These services are covered to the extent that they are Qualified Long-Term Care Services.

Nursing Home Care Services

Services that are provided to the Insured while he or she is confined to a Nursing Home. Such care or services are covered to the extent that they are Qualified Long-Term Care Services.

Personal Care Services

Services provided at the Insured's place of residence which must be outside of a hospital, Nursing Home or Assisted Living Facility, to assist with Activities of Daily Living, including activities such as using a telephone, managing medications, moving about outside, shopping for essentials, preparing meals, laundry, and housekeeping or homemaking activities to allow the Insured to remain in his or her residence. These services may be provided by skilled or unskilled persons. These services are covered to the extent that they are Qualified Long-Term Care Services.

Respite Care Services

Short-term care services provided for the Insured in an institution, in the home, or in a community-based program to provide temporary relief for the Primary Caregiver. Such services may be provided by skilled or unskilled persons. These services are covered to the extent that they are Qualified Long-Term Care Services.

This benefit is limited to no more than 21 days each calendar year. The amount payable for this benefit cannot exceed 1/30th of the Maximum Monthly CCBP Benefit for each day of Respite Care Services.

Alternative Care Services

Qualified Long-Term Care Services that are not covered under any of the above paragraphs, but which the Licensed Health Care Practitioner and we mutually agree would be appropriate to meet the Insured's long-term care needs. We will not unreasonably withhold agreement. These services must be provided as an alternative to services covered under the above paragraphs that would otherwise be required by the Chronically Ill Insured. Alternative Care Services will be covered only to the extent that they are Qualified Long-Term Care Services.

Alternative Care Services may include, but are not limited to, forms of assistance provided in facilities, by organizations, or by persons other than the Insured's Immediate Family, that do not otherwise meet the definitions of this rider. They must meet or exceed the applicable professional standards and state legal requirements for the services that are performed.

Non-Continual Alternative Care Services

Alternative Care Services which are received on a one-time basis, such as expenses for durable medical equipment or for modifications to the home to accommodate a wheelchair or other device. Non-Continual Alternative Care Services will be covered only to the extent that they are Qualified Long-Term Care Services.

This benefit is limited to no more than one claim per calendar year.

GENERAL EXCLUSIONS AND LIMITATIONS

This rider will not provide benefits for:

- a. care provided in facilities operated primarily for the treatment of Mental or Nervous Disorders. **This exclusion does not apply to qualifying stays or care resulting from a clinical diagnosis of Alzheimer's Disease or demonstrable organic brain disease;**
- b. treatment for alcoholism, drug addiction or chemical dependency (unless the drug addiction or chemical dependency is a result of medication taken in doses as prescribed by a physician);
- c. treatment arising out of an attempt at suicide or an intentionally self-inflicted injury;
- d. treatment provided in a Veteran's Administration or government facility, unless the Insured or the Insured's estate is charged for the confinement or services or unless otherwise required by law;
- e. loss to the extent that benefits are provided under any of the following: Medicare (including that which would have been payable but for the application of a deductible or a coinsurance amount), other governmental programs (except Medicaid), workers compensation laws, employer's liability laws, occupational disease laws, and motor vehicle no-fault laws;
- f. confinement or care received outside the United States;
- g. services provided by a facility or an agency that does not meet this rider definition for such facility or agency, except as provided in the Alternative Care Services provision above; and
- h. services provided by a member of the Insured's Immediate Family or for which no charge is normally made in the absence of insurance.

EFFECT OF RIDER ON POLICY

Cash Value and Gross Cash Value

While this rider is In Force, the Cash Value and Gross Cash Value will be calculated as follows:

- a. on each Monthly Anniversary Day, the Cash Value will be equal to (1) minus (3), plus (4), minus (5), plus (6), minus (7), minus (8), plus (9);
- b. on each Monthly Anniversary Day, the Gross Cash Value will be equal to (2) minus (3), plus (4), minus (5), minus (8), plus (9);
- c. on any day other than a Monthly Anniversary Day, the Cash Value will be equal to (1) minus (3), plus (4), minus (5), plus (6), minus (7), plus (9); and
- d. on any day other than a Monthly Anniversary Day, the Gross Cash Value will be equal to (2) minus (3), plus (4), minus (5), plus (9); where

- (1) is the Cash Value on the preceding Monthly Anniversary Day;
- (2) is the Gross Cash Value on the preceding Monthly Anniversary Day;
- (3) is the reduction resulting from payments for Covered Services as explained in the Effect of Payments for Covered Services on Cash Value and Gross Cash Value provision;
- (4) is all premiums received since the preceding Monthly Anniversary Day less the premium expense charge shown on the Policy Schedule;
- (5) is the amount of any withdrawals since the preceding Monthly Anniversary Day;
- (6) is the amount of any repayments of loans or loan interest since the preceding Monthly Anniversary Day;
- (7) is the amount of any Indebtedness since the preceding Monthly Anniversary Day;
- (8) is the Monthly Deduction for the month following the Monthly Anniversary Day; and
- (9) is interest as explained in the Interest Rates provision.

If we receive premium at any time other than the beginning of a Policy Month, the interest rate used to calculate item (9) above will be determined pro rata from the date of receipt.

Monthly Deductions

While this rider is In Force, Monthly Deductions will continue to be deducted from the policy's Gross Cash Value until the earlier of:

- a. the Insured's Age 95;
- b. the Monthly Anniversary Day preceding the date the policy's Cash Value has been reduced to zero solely as a result of payments for Covered Services under this rider; or
- c. the date you elect guaranteed nonparticipating paid-up life insurance under the policy's Paid-Up Insurance provision.

Grace Period and Lapse

The policy and this rider will enter the grace period and subsequently Lapse if the Cash Value on any Monthly Anniversary Day is less than the required Monthly Deduction and no additional premium is paid.

If the policy and rider enter the grace period, we will give notice to you and to your designee at the address provided by you for the purposes of receiving notice of Lapse or termination. Notice will be given by first class mail, postage prepaid, and will not be given until 30 days after a premium is due and unpaid. Notice will be deemed to have been given as of 5 days after the date of mailing.

However, if the Cash Value has been reduced to zero solely as a result of payments for Covered Services under this rider, then the policy and this rider will not enter the grace period and Lapse if the Cash Value on any Monthly Anniversary Day is less than the Monthly Deduction.

Effect of Payments for Covered Services on Specified Amount

Any amounts paid under this rider will reduce the policy's Specified Amount on a dollar-for-dollar basis.

Effect of Payments for Covered Services on Cash Value and Gross Cash Value

When a payment for Covered Services is made, the policy's Gross Cash Value and Cash Value will be reduced by an amount equal to (1) multiplied by (2), divided by (3), where:

- (1) is policy's Cash Value immediately prior to the payment for Covered Services;
- (2) is the amount of the Maximum Monthly CCBR Benefit paid; and
- (3) is the remaining CCBR Benefit Limit immediately prior to the payment for Covered Services.

Suicide

If the Insured commits suicide within 2 years from the Date of Issue and while this rider is In Force, the Death Benefit will be limited to a refund of premiums paid, less any Indebtedness and withdrawals, less the amount of any payments made for Covered Services under this rider.

Paid-Up Insurance

If you elect guaranteed nonparticipating paid-up life insurance under the policy's Paid-Up Insurance provision while this rider is In Force, this rider will continue In Force with the Maximum Monthly CCBR Benefit Limit and CCBR Benefit Limit calculated based on the Specified Amount of the paid-up policy.

Availability of Policy Death Benefit

If the Insured dies while receiving benefits under this rider, we reserve the right to withhold a portion of any Death Benefit that would otherwise be payable until we have verified that we have received all remaining claims for Covered Services.

CLAIMS

Personal Long-Term Care Advisor

A Personal Long-Term Care Advisor is available to answer questions about rider benefits and to explain how to file a claim. You or the Insured's Licensed Health Care Practitioner may contact the Personal Long-Term Care Advisor at any time to:

- a. discuss which types of care may be covered under this rider;
- b. determine in advance if a particular provider of a Covered Service, such as a Nursing Home or a Home Health Care Agency, meets rider conditions; and
- c. discuss the process for filing a claim and obtain the necessary forms.

Your Personal Long-Term Care Advisor's toll-free number is shown on the Policy Schedule. There is no charge for this service.

Notice of Claim

A Written Notice of claim must be given to us within 60 days after the occurrence or commencement of any loss covered by this rider, or as soon thereafter as reasonably possible. The Written Notice should include at least your name and the Insured's name, the policy number, and the address to which the claim form should be sent. If you are unable to file a claim, your legal representative may act on your behalf. Written Notice given by you or on your behalf to us at the Administrator Mailing Address shown on the front cover of the policy or to any authorized agent of the Company with information sufficient to identify the Insured shall be deemed notice to us.

Claim Forms

Upon receipt of Written Notice of the claim, we will furnish the claim form usually furnished for filing proof of loss. The claim form has instructions on how to fill it out and where to send it. Please read the form carefully. Answer all questions and send all required information to the address on the form.

If such forms are not furnished within 15 days after the giving of such Written Notice, the claimant shall be deemed to have complied with the requirements of this rider as to proof of loss on submitting, within the time fixed in the rider for filing proofs of loss, proof In Writing covering the occurrence, the character, and the extent of the loss for which claim is made. Details should include the list of Covered Services for which benefits are being claimed; the names and addresses of the Insured's Licensed Health Care Practitioner(s); the places the Insured stayed; the Insured's diagnosis; and the periods for which benefits are being claimed. This notification must be sent to us within the time period stated in the next paragraph.

Proofs of Loss

Proof of loss In Writing must be furnished to us at our Administrator Mailing Address within 90 days after the end of each month for which benefits may be paid. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than 1 year from the time proof is otherwise required.

Time of Payment of Claims

Upon receipt of proof of loss In Writing acceptable to us, any benefits due will be paid:

- a. monthly, when the loss is expected to result in on-going benefits; or
- b. immediately, or upon termination of our liability, when the loss is not expected to continue.

We will send you a monthly statement showing the amount of benefits paid, the change to the policy's Death Benefit and Cash Value caused by the benefit payment, and the remaining CCBR Benefit Limit.

Payment of Claims

Any Death Benefit payable will be paid in accordance with the Beneficiary designation and the provisions respecting Death Benefit payments that may be prescribed in the policy and effective at the time of payment. If such a designation or provision is not then effective, the Death Benefit will be payable to you or to your executors, administrators or assigns. Any other benefits payable under this rider at the Insured's death may, at our option, be paid either in accordance with the Beneficiary designation or to you.

All other benefits under this rider will be payable to you. Upon your Written Request, we may pay benefits elsewhere. This request should be submitted no later than the time the proof of loss is filed.

Physical Examinations

We at our own expense have the right and opportunity to examine the person of the Insured when and as often as we reasonably require while a claim under this rider is pending.

We reserve the right to verify that all of the criteria for eligibility for benefits have been satisfied. Verification may include a review of the medical facts to determine the extent of the Insured's condition or an examination by a physician of our choice to verify that the Insured does meet the criteria for benefits.

We will ask the Licensed Health Care Practitioner who provided the initial assessment and certification to provide a current written assessment and a recertification of the Insured's condition at least once every 12 months. The review, recertification, and any physical examination will be requested solely for the purpose of determining whether the Insured's condition and treatment qualify for benefits under the terms of this rider.

Claim Review and Appeal

We will inform you In Writing if a claim or any part of a claim is denied. The claim will be evaluated based on this rider and the information provided. If you do not agree with a claim decision, you may request a review. This request must be In Writing and include any information that may support the claim. No special form is needed. The Written Request should be sent to our Administrator Mailing Address within 3 years after the time the proof of loss was filed. Within 30 days after receiving your Written Request, we will give you or your legal representative Written Notice of the results of our review with our reasons stated clearly. If you are unable to participate in this review procedure, your legal representative may act on your behalf.

Legal Actions

No action at law or in equity shall be brought to recover on this rider prior to the expiration of 60 days after proof of loss has been furnished In Writing in accordance with the requirements of this rider. No such action shall be brought after the expiration of 3 years after the time proof of loss In Writing is required to be furnished.

GENERAL RIDER INFORMATION

Termination of Rider

This rider terminates upon the earliest of:

- a. the date we receive your Written Request to return the policy or this rider under the 30 Day Right To Return provision;
- b. the date we receive your Written Request to terminate this rider;
- c. the date we receive your Written Request to surrender the policy;
- d. the date the policy Lapses;
- e. the date the Insured dies; or
- f. the date we make a benefit payment under the Terminal Illness Accelerated Death Benefit Rider.

Reinstatement of Rider

If the policy to which this rider is attached is reinstated, then this rider may also be reinstated. The reinstatement of this rider will be subject to satisfactory evidence of insurability. After reinstatement, this rider will only provide benefits for Covered Services which begin on or after the date of reinstatement, subject to the terms and conditions of this rider.

If, however, the Insured was Chronically Ill when this rider Lapsed and you request In Writing to reinstate this rider within 5 months after the date of Lapse, then in lieu of submitting evidence of insurability, you may reinstate this rider and the policy without evidence of insurability by submitting a statement In Writing from the Licensed Health Care Practitioner certifying that the Insured was Chronically Ill on the date of Lapse. After reinstatement, this rider will provide benefits for Covered Services which begin on or after the date of Lapse, subject to the terms and conditions of this rider.

Misstatement of Age

If the Insured's age has been misstated, rider benefits will be those that the most recent monthly rider charge would have purchased at the correct age. If coverage would not have been issued, we will refund all rider charges paid for this rider.

Representations

Any statement made by you or by the Insured in the application for this rider will be deemed to be a representation and not a warranty. Such statement may not be used in defense of a claim, unless it is contained in a signed, written application for this rider.

Time Limit on Certain Defenses

A misstatement by you or by the Insured in any application for the policy or this rider may be used to void or cancel this rider. During the first 6 months following the effective date of this rider, we may take this action only if the misstatement was material to the issuance of this rider. After the first 6 months but before the end of the first 24 months, we may take this action only if the misstatement was material to both the issuance of this rider and the claim for which benefits are being sought. No benefits will be paid under this rider if it is voided or cancelled.

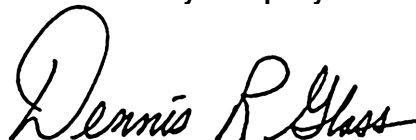
Pre-existing Conditions Not Excluded

We will not deny benefits for Pre-Existing Conditions. This provision does not preclude us from exercising other remedies available under this rider because of material misrepresentation.

Conformity With State and Federal Statutes

If any provision of this rider is in conflict with the statutes of the jurisdiction in which the policy was delivered or with the Federal statutes which pertain to Qualified Long-Term Care Insurance contracts, such rider provision is automatically amended to meet the minimum requirements of the state or Federal statute.

Lincoln Life & Annuity Company of New York

A handwritten signature in black ink that reads "Dennis R. Glass". The signature is written in a cursive style with a large initial "D".

President

TERMINAL ILLNESS ACCELERATED DEATH BENEFIT RIDER

This rider is made part of the policy to which it is attached. Except as stated below, this rider is subject to all the terms and conditions of the policy.

Terminal Illness Benefit

Subject to the terms and conditions of this rider, you may request a one time accelerated death benefit payment ("benefit payment") if the Insured is diagnosed by a physician as being Terminally Ill while the policy and this rider are In Force. Terminally Ill means the Insured's life expectancy does not exceed 12 months from the date of the physician statement described below.

Taxation

Receipt of accelerated death benefits may affect eligibility for public assistance programs and may be taxable. Prior to applying for accelerated death benefits, you should seek assistance from a qualified tax advisor.

Who is Covered

This rider covers the Insured named on the Policy Schedule. It does not cover any other person.

Renewability

We will not cancel this rider. Unless you request to terminate this rider, the rider will remain In Force for as long as the policy and the Convalescent Care Benefits Rider remain In Force.

Effective Date

This rider takes effect on the Date of Issue. Subject to the Termination of Rider provision, this rider will remain In Force for as long as the policy and the Convalescent Care Benefits Rider remain In Force.

Administrative Fee

We reserve the right to deduct an administrative fee not to exceed \$250.00 from the requested benefit payment amount. The remainder of the benefit amount will be paid to you.

Limitations and Conditions

Limitations on Benefit Payment Amount

The benefit payment amount requested, excluding any administrative fee, may not be less than 25% or more than 75% of the policy's then current Specified Amount less any outstanding Indebtedness.

Conditions for Benefit Payment

The following conditions must be met to receive a benefit payment under this rider:

- a. The then current Specified Amount must be greater than zero.
- b. The Insured must be diagnosed by a physician as being Terminally Ill while the policy and this rider are In Force.
- c. The Terminal Illness must not be the result of an intentionally self-inflicted injury.
- d. The physician must provide a statement In Writing that the Insured is Terminally Ill. The physician's statement must include the diagnosis of the Insured's medical condition.
- e. You must have the consent In Writing of any assignee and any irrevocable beneficiary recorded with us.

Effect of Benefit Payment

Death Benefit

A benefit payment under this rider will result in a lien being established against the policy's Death Benefit. The Death Benefit lien will equal the amount of the benefit payment. Any Death Benefit payable will be reduced by an amount equal to the Death Benefit lien plus any interest accrued on the Death Benefit lien as described below.

Interest on Death Benefit Lien

We will charge interest on the Death Benefit lien amount. Interest will be charged at a rate not to exceed the greater of:

- a. the "Published Monthly Average" (as defined below) for the calendar month which ends 2 months before the date of your Written Request to receive a benefit payment under this rider; or
- b. the Guaranteed Minimum Interest Rate shown on the Policy Schedule plus 1% per year.

The term "Published Monthly Average" as used within this provision means the monthly average of the composite yield on seasoned corporate bonds as published by Moody's Investors Service, Inc., or its successors. If such average is no longer published, we will use the average established by law or regulation by the insurance supervisory official of the jurisdiction in which this policy was delivered.

Effect of Death Benefit Lien on Death Benefit

Should the Death Benefit Lien exceed the then current Death Benefit, no Death Benefit will be payable upon the death of the Insured.

Cash Value

A benefit payment under this rider will result in a lien being established against the policy's Cash Value. The Cash Value lien will equal (1) multiplied by (2) where:

- (1) is the percentage of Specified Amount accelerated for the benefit payment; and
- (2) is the Cash Value on the date of the benefit payment.

Surrender Value

A benefit payment under this rider will reduce the policy's Surrender Value by an amount equal to the Cash Value lien described above.

Convalescent Care Benefits Rider, Extension of Benefits Rider, and Return of Premium Rider

A benefit payment under this rider will automatically terminate the Convalescent Care Benefits Rider, Extension of Benefits Rider (if applicable), and Return of Premium Rider (if applicable) as of the date of the benefit payment.

Planned Premiums

Planned premiums as shown on the Policy Schedule will continue to be payable on the policy after a benefit payment has been made under this rider.

Claims

Notice of Claim

You may notify us In Writing of a claim under this rider at any time after the Insured is diagnosed as being Terminally Ill.

Claim Form

Upon receipt of Written Notice of the claim, we will send you the claim form to be used to file proof of loss. The claim form has instructions on how to fill it out and where to send it. If you have not received the claim form within 15 days after the Written Notice of claim has been mailed, proof of loss can be filed without the claim form.

Proof of Loss

We must receive proof of the Insured's Terminal Illness In Writing before we will pay the benefit payment. Written proof includes:

- a. a properly completed claim form, unless waived as described above; and
- b. a physician statement acceptable to us.

We may request additional information from the physician submitting the statement. We reserve the right to request a second medical opinion at our expense. If the second medical opinion differs from the physician's diagnosis, eligibility for benefits will be determined based on the second medical opinion.

Payment of Claims

Any benefit payable under this rider will be paid to you.

General Rider Information

Recovery from Terminal Illness

In the event the Insured recovers from the diagnosed Terminal Illness:

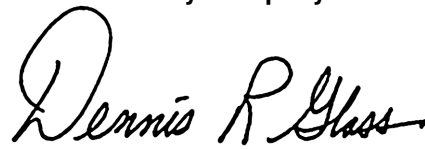
- a. We will not attempt to recover any benefit paid under this rider.
- b. Any rider(s) which automatically terminated as a result of a benefit payment made under this rider will not be reinstated.

Termination of Rider

This rider and all rights provided under it terminate automatically upon the earliest of:

- a. the date we receive your Written Request to return the policy or the Convalescent Care Benefits Rider under the 30 Day Right To Return provision;
- b. the date we receive your Written Request to terminate this rider or the Convalescent Care Benefits Rider;
- c. the date we receive your Written Request to surrender the policy;
- d. the date the policy Lapses;
- e. the date the Insured dies; or
- f. the date we make a benefit payment under this rider.

Lincoln Life & Annuity Company of New York



President

Extension of Benefits Rider

This is a Long-Term Care Insurance rider.

This Extension of Benefits Rider ("EOBR") is made part of the policy to which it is attached. Except as stated below, this rider is subject to all the terms and conditions of the policy.

We agree to provide the benefits described in this rider for Qualified Long-Term Care Services in accordance with all the terms and conditions of this rider. **READ THIS RIDER CAREFULLY.**

This rider extends the benefits provided by the Convalescent Care Benefits Rider. The benefits of this rider become effective after payments for Covered Services under the Convalescent Care Benefits Rider have reached the CCBR Benefit Limit.

NOTICE OF 30 DAY RIGHT TO RETURN THIS RIDER

You may return this rider for any reason to the insurance agent through whom it was purchased or to us at the Administrator Mailing Address shown on the front cover of your policy within 30 days after you receive it. If returned, this rider will be considered void from the beginning and we will refund all charges paid for this rider.

TAXATION

This rider is intended to be a Qualified Long-Term Care Insurance contract under Section 7702B(b) of the Internal Revenue Code.

CAUTION

We issued this rider based on your and the Insured's answers to the questions on your application. A copy of your application is enclosed. If your answers fail to include all material medical information requested, we have the right to deny benefits or rescind this rider. The best time to clear up any questions is now, before a claim arises! If, for any reason, any of your or the Insured's answers are incorrect, contact us at the Administrator Mailing Address shown on the front cover of your policy.

NOTICE TO OWNER

This rider may not cover all of the costs associated with long-term care incurred by the Insured during the period of coverage. Carefully review all policy and rider limitations.

THIS RIDER IS NOT A MEDICARE SUPPLEMENT POLICY. If the Insured is eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from us.

Who is Covered

This rider covers the Insured named on the Policy Schedule. It does not cover any other person.

Renewability

This rider is noncancellable and guaranteed renewable. Unless you request to terminate this rider, the rider will remain In Force for as long as the policy and Convalescent Care Benefits Rider remain In Force. We cannot change any of the terms of this rider on our own and cannot increase the monthly rider charges shown on the Policy Schedule. However, the monthly rider charge and monthly inflation charge, if applicable, may change as a result of loans, withdrawals, or repayment of loans or loan interest, as described in the following provisions in this rider: Monthly Rider Charge, Monthly Inflation Charge, and Impact of Withdrawals, Indebtedness or Repayments. If changes in federal or state laws or regulations affect the tax qualified status of this rider, we will offer such changes to you for acceptance or rejection. Rejection of such changes when offered may cause this rider to lose its tax qualified status.

Effective Date

This rider takes effect on the Date of Issue. Subject to the Termination of Rider provision, this rider will remain In Force for as long as the policy and the Convalescent Care Benefits Rider remain In Force.

Consideration

We have issued this rider in consideration of the statements made in the application for this rider and payment of the first monthly rider charge and first monthly inflation charge, if applicable, shown on the Policy Schedule.

Table of Contents

Definitions	3
Rider Charges	7
Limitations or Conditions on Eligibility for Benefits	8
Long-Term Care Benefits	8
Covered Services	10
General Exclusions and Limitations	12
Claims	13
General Rider Information	14

DEFINITIONS

Activities of Daily Living

The 6 basic functional abilities that relate to the Insured's ability to live independently. They are:

- a. **Bathing:** The Insured's ability to wash himself or herself by sponge bath, or in either a tub or shower, including the task of getting into or out of the tub or shower.
- b. **Contenance:** The Insured's ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for a catheter or colostomy bag).
- c. **Dressing:** The Insured's ability to put on and take off all items of clothing and any necessary braces, fasteners or artificial limbs.
- d. **Eating:** The Insured's ability to feed himself or herself by getting food into the body from a receptacle (such as a plate, cup, or table) or by a feeding tube or intravenously.
- e. **Toileting:** The Insured's ability to get to and from the toilet, get on and off the toilet, and perform associated personal hygiene.
- f. **Transferring:** The Insured's ability to move into or out of a bed, chair, or wheelchair.

Assisted Living Facility

A separate facility (or a specially dedicated wing of a facility) which is licensed as an Assisted Living Facility, if the state licenses such facilities. If the state does not license Assisted Living Facilities, then the facility must meet all of the following criteria:

- a. it must provide room, board, 3 meals a day, housekeeping, linens, laundry, and all the personal services required by a Chronically Ill individual, as well as protective oversight, in private rooms to residents who require personal assistance to perform Activities of Daily Living;
- b. it must provide personal care and substantial hands-on assistance to prevent, by physical intervention, injury to the individual while the individual is performing Activities of Daily Living. Such assistance may also include transportation, help in dispensing medication, providing assistance with baths or showers, as well as other individual needs which may be required; and
- c. it must have staff available to provide such assistance 24 hours a day and 7 days a week and have a staff physician available on call.

CCBR Benefit Limit

The maximum benefit amount available under the Convalescent Care Benefits Rider to reimburse the costs incurred by the Insured for Covered Services.

CCBR Duration

The period of coverage under the Convalescent Care Benefits Rider.

Care Planning Agency

An agency or organization which is primarily engaged in providing care planning on behalf of its clients. The agency or organization must be licensed by the appropriate state licensing agency as a Care Planning Agency, if the state licenses such agencies. If the state does not license Care Planning Agencies, then the agency must meet all of the following criteria:

- a. it must operate at least 5 days per week for a minimum of 8 hours per day and have someone on call to provide emergency coverage during non-operating hours;
- b. it must have at least one full-time nurse and one full-time social worker on staff; and
- c. it must maintain a written record for each client of all Covered Services provided.

Chronically Ill (Chronic Illness)

The Insured has been certified, within the preceding 12 months, by a Licensed Health Care Practitioner as:

- a. being unable to perform (without Substantial Assistance from another individual) at least 2 Activities of Daily Living for a period of at least 90 days as a result of loss of functional capacity; or
- b. requiring Substantial Supervision to protect the Insured from threats to health and safety caused by Severe Cognitive Impairment.

Covered Services

The Qualified Long-Term Care Services covered by this rider. These services are listed in the Covered Services provision. To qualify for benefits under this rider, the Insured must receive Covered Services prescribed under an approved Plan of Care while this rider is In Force.

Date of Issue

The Date of Issue is shown on the Policy Schedule.

Deductible Period

The period of time which must be satisfied before certain benefits become payable. The benefits payable under this rider are not subject to a Deductible Period.

EOBR Base Benefit Limit

At issue, the EOBR Base Benefit Limit is equal to (1) multiplied by [(2) divided by (3)], where:

- (1) is the initial Specified Amount shown on the Policy Schedule;
- (2) is the EOBR Duration; and
- (3) is the CCBP Duration.

The EOBR Base Benefit Limit may change as provided in this rider. The EOBR Base Benefit Limit is used to calculate the monthly rider charge, the EOBR Benefit Limit, and the EOBR Base Maximum Monthly Benefit. If Optional Inflation Protection is elected, the EOBR Base Benefit Limit is also used to calculate the monthly inflation charge and the EOBR Inflation Benefit Limit.

EOBR Base Maximum Monthly Benefit

An amount equal to the EOBR Base Benefit Limit divided by the number of months in the EOBR Duration. The EOBR Base Maximum Monthly Benefit may change as provided in this rider

EOBR Benefit Limit

The maximum benefit amount available under this rider to reimburse the costs incurred by the Insured for Covered Services. The EOBR Benefit Limit equals the EOBR Base Benefit Limit plus the EOBR Inflation Benefit Limit, if any. The EOBR Benefit Limit as of the Date of Issue is shown on the Policy Schedule, and may change as provided in this rider.

EOBR Duration

The period of coverage under this rider. The EOBR Duration was selected on the application for this rider, and is shown on the Policy Schedule.

EOBR Inflation Benefit Limit

The amount of any additional EOBR Benefit Limit generated by Optional Inflation Protection, if elected, as described in the Optional Inflation Protection provision.

EOBR Inflation Maximum Monthly Benefit

The amount of any additional monthly EOBR benefit generated by Optional Inflation Protection, if elected. The EOBR Inflation Maximum Monthly Benefit is equal to the EOBR Inflation Benefit Limit divided by the number of months in the EOBR Duration.

Home Health Care Agency

An entity which provides care and services at the Insured's home or other residence which is licensed by the appropriate state licensing agency as a Home Health Care Agency, if the state licenses such agencies. If the state does not license such agencies, then the agency must meet all of the following criteria:

- a. it must be primarily engaged in providing residential health care services under policies and procedures established by a group of professionals, including at least one physician and one nurse; and
- b. it must meet at least one of the following criteria:
 1. it must be accredited as a Home Health Care Agency or as a provider of Home Health Care Services by the National League of Nursing, American Public Health Association, or Joint Commission on Accreditation of Health Care Organizations or their successor organization; or
 2. it must be certified by Medicare as a Home Health Care Agency.

Immediate Family

The Insured's spouse and the children, brothers, sisters, and parents of either the Insured or the Insured's spouse.

Insured

The person named on the Policy Schedule who is entitled to benefits under this rider.

Lapse

Terminate without value.

Licensed Health Care Practitioner

A physician, as defined in Section 1861(r)(1) of the Social Security Act, a registered professional nurse, licensed social worker, or other individual who meets such requirements as may be prescribed by the Secretary of the Treasury. The health care practitioner must be licensed by the state and must be acting within the scope of his or her license when providing Covered Services or performing necessary functions or actions under this rider.

Maintenance or Personal Care Services

Any care for which the primary purpose is to provide needed assistance with any of the disabilities as a result of which the Insured is Chronically Ill (including the protection from threats to health and safety caused by Severe Cognitive Impairment).

Maximum Monthly EOBR Benefit

The maximum amount that we will pay each month to reimburse the costs incurred by the Insured for Covered Services under this rider. The Maximum Monthly EOBR Benefit equals the EOBR Base Maximum Monthly Benefit plus the EOBR Inflation Maximum Monthly Benefit, if any. The Maximum Monthly EOBR Benefit as of the Date of Issue is shown on the Policy Schedule, and may change as provided in this rider.

Medicare

Title XVIII of the Social Security Act, as amended.

Mental or Nervous Disorders

Neurosis, psychoneurosis, psychopathy, psychosis, or mental or emotional disease or disorder.

Nursing Home

A facility or distinctly separate part of a hospital or other institution which is licensed by the appropriate state licensing agency as a Nursing Home, if the state licenses such facilities. If the state does not license Nursing Homes, then the facility must meet all of the following criteria:

- a. it must provide 24 hour a day nursing service under a planned program of policies and procedures which were developed with the advice of, and is periodically reviewed and executed by a professional group of at least one physician and one nurse;
- b. it must have a physician available to furnish medical care in case of emergency;
- c. it must have at least one nurse who is employed there full time (or at least 24 hours per week if the facility has less than 10 beds);
- d. it must have a nurse on duty or on call at all times;
- e. it must maintain clinical records for all patients; and
- f. it must have appropriate methods and procedures for handling and administering drugs and biologicals.

Plan of Care

A written document which was prepared and signed by the Licensed Health Care Practitioner which outlines the individualized medical treatment (including medication and therapy) and non-medical assistance and services which are prescribed because the Insured suffers from loss of functional capacity or from a Severe Cognitive Impairment. The plan must specify the agency or facility where the care is to be provided; the type, frequency, and duration of all medication, therapy, and services required; and the title of the provider who is to perform each service. It must also describe the likelihood of improvement or deterioration of the Insured's condition within the next 12 months from the date the Plan of Care was prepared and must also describe the supporting evidence upon which the Licensed Health Care Practitioner has based his or her conclusions and prognosis. Such supporting evidence may include either an assessment of loss of functional capacity or an assessment of Severe Cognitive Impairment, or both, which was prepared by a physician, nurse, social worker, or any other licensed or certified professional who is qualified to perform such assessment by virtue of their licensure.

Pre-Existing Condition

A condition of the Insured for which medical advice was given or treatment was recommended by, or received from, a licensed health care provider within 6 months before the Date of Issue.

Primary Caregiver

The person or persons, including members of the Insured's Immediate Family, who provide(s) ongoing daily care to the Insured while the Insured resides outside of a hospital or Nursing Home.

Qualified Long-Term Care Services

Necessary diagnostic, preventive, therapeutic, curing, treating, mitigating, and rehabilitative services, and Maintenance or Personal Care Services, which are:

- a. required by the Insured because he or she is Chronically Ill; and
- b. provided pursuant to a Plan of Care prescribed by the Licensed Health Care Practitioner.

Severe Cognitive Impairment

Deterioration or loss in the Insured's intellectual capacity that is:

- a. comparable to (and includes) Alzheimer's disease and similar forms of irreversible dementia; and
- b. measured and confirmed by clinical evidence and standardized tests that reliably measure impairment in the following areas:

1. the Insured's short- or long-term memory;
2. the Insured's orientation as to person (such as who they are), place (such as their location), and time (such as day, date, and year); and
3. the Insured's deductive or abstract reasoning or judgment as it relates to safety awareness.

Substantial Assistance

Hands-on assistance or the presence of another person within arm's reach that is necessary to prevent, by physical intervention, injury to the Insured while the Insured is performing the Activities of Daily Living.

Substantial Supervision

Continual supervision (which may include cueing by verbal prompting, gestures, or other demonstrations) by another person that is necessary to protect the Severely Cognitively Impaired Insured from threats to his or her health or safety (such as may result from wandering).

RIDER CHARGES

Monthly Rider Charge

We will deduct a charge for this rider from the Gross Cash Value of the policy on each Monthly Anniversary Day beginning with the Date of Issue until the earlier of:

- a. the Insured's Age 95; or
- b. the Monthly Anniversary Day preceding the date the policy's Cash Value has been reduced to zero solely as a result of payments for Covered Services under the Convalescent Care Benefits Rider.

The monthly rider charge as of the Date of Issue is shown on the Policy Schedule.

The monthly rider charge at issue is calculated based on the Insured's Issue Age as shown on the Policy Schedule, the CCBR Duration selected, the EOBR Duration selected, and the CCBR Benefit Limit.

Any decrease in the CCBR Benefit Limit caused by withdrawals or Indebtedness will reduce the monthly rider charge proportionately. Any increase in the CCBR Benefit Limit caused by a repayment of the loan or loan interest will increase the monthly rider charge proportionately.

Monthly Inflation Charge

If Optional Inflation Protection is elected, we will deduct an inflation charge from the Gross Cash Value of the policy on each Monthly Anniversary Day beginning with the Date of Issue until the earlier of:

- a. the Insured's Age 95; or
- b. the Monthly Anniversary Day preceding the date the policy's Cash Value has been reduced to zero solely as a result of payments for Covered Services under the Convalescent Care Benefits Rider.

The monthly inflation charge as of the Date of Issue is shown on the Policy Schedule.

The monthly inflation charge at issue is calculated based on the Insured's Issue Age as shown on the Policy Schedule, the CCBR Duration selected, the EOBR Duration selected, the CCBR Benefit Limit, and the Optional Inflation Protection option selected.

Any decrease in the CCBR Benefit Limit caused by withdrawals or Indebtedness will reduce the monthly inflation charge proportionately. Any increase in the CCBR Benefit Limit caused by a repayment of the loan or loan interest will increase the monthly inflation charge proportionately.

LIMITATIONS OR CONDITIONS ON ELIGIBILITY FOR BENEFITS

Benefit Conditions

The following conditions must be met to qualify for benefits under this rider:

- a. Payments for Covered Services under the Convalescent Care Benefits Rider must have reached the CCBR Benefit Limit.
- b. The total benefits paid to date under the Extension of Benefits Rider must not have reached the EOBR Benefit Limit.
- c. The Insured must either:
 1. be unable to perform (without Substantial Assistance from another individual) at least 2 Activities of Daily Living for a period of 90 days as a result of loss of functional capacity; or
 2. require Substantial Supervision to protect the Insured from threats to health and safety caused by Severe Cognitive Impairment.
- d. The Licensed Health Care Practitioner must certify that the Insured is Chronically Ill and that the illness is expected to continue for at least 90 days.
- e. The Licensed Health Care Practitioner must approve a Plan of Care In Writing prescribing services, including Covered Services, that are to be provided to the Insured. The Insured must receive the Covered Services prescribed under the approved Plan of Care while this rider is In Force.
- f. At least once every 12 months thereafter, and for as long as the Insured continues to be Chronically Ill, the Licensed Health Care Practitioner must again:
 1. certify that the Insured is Chronically Ill. If the Insured's Chronic Illness is caused by loss of functional capacity, the Licensed Health Care Practitioner must again certify that the Insured's Chronic Illness is expected to continue for at least 90 days; and
 2. either approve a new Plan of Care, or reconfirm the existing Plan of Care In Writing.

Benefits will be paid under this rider for as long as:

- a. the benefit conditions of this rider are met; and
- b. this rider remains In Force.

Deductible Period

Benefits payable under this rider are not subject to a Deductible Period.

LONG-TERM CARE BENEFITS

Benefits Available

We will pay an amount not to exceed the Maximum Monthly EOBR Benefit each calendar month until the end of the EOBR Duration to reimburse costs incurred by the Insured for any Covered Service or combination of Covered Services listed in the Covered Services section of this rider, including Nursing Home Care Services, Home Health Care Services, and Personal Care Services, subject to the terms and conditions of this rider. Any amounts paid in a calendar month for any Covered Service or combination of Covered Services will reduce that month's available Maximum Monthly EOBR Benefit and the remaining EOBR Benefit Limit.

Benefits available under this rider for Nursing Home Care Services, Home Health Care Services, and Personal Care Services will never be less than the minimum benefits required by New York State regulation as long as benefits are not used to reimburse any of the other Covered Services listed in this rider. Any amounts paid to reimburse costs incurred for Covered Services other than Nursing Home Care

Services, Home Health Care Services, and Personal Care Services may reduce the remaining EOBR Benefit Limit below the minimum benefit required by New York State regulation for Nursing Home Care Services, Home Health Care Services, and Personal Care Services. You must manage your benefit usage accordingly to maintain minimum benefit levels for those services.

Benefits under this rider will continue beyond the EOBR Duration shown on the Policy Schedule as long as the remaining EOBR Benefit Limit is greater than zero.

Benefit Payments

When making a payment for Covered Services under this rider, we will first pay an amount up to the EOBR Base Maximum Monthly Benefit or the remaining EOBR Base Benefit Limit, whichever is less. If the claim is for an amount greater than the EOBR Base Maximum Monthly Benefit or remaining EOBR Base Benefit Limit, we will pay an amount up to the EOBR Inflation Maximum Monthly Benefit or the remaining EOBR Inflation Benefit Limit, whichever is less.

Impact of Withdrawals, Indebtedness or Repayments

Withdrawals or Indebtedness will reduce the EOBR Base Benefit Limit on a dollar-for-dollar basis. Any reduction in the EOBR Base Benefit Limit will reduce the EOBR Base Maximum Monthly Benefit proportionately.

Any repayment of the loan or loan interest will increase the EOBR Base Benefit Limit by the amount of the repayment. Any increase in the EOBR Base Benefit Limit will increase the EOBR Base Maximum Monthly Benefit proportionately.

Optional Inflation Protection

If Optional Inflation Protection is elected, we will recalculate the EOBR Inflation Benefit Limit based on the Optional Inflation Protection option selected:

- a. on each Policy Anniversary; and
- b. any time you make a policy loan, withdrawal, or repayment of the loan or loan interest.

Any increase in the EOBR Inflation Benefit Limit will increase the EOBR Inflation Maximum Monthly Benefit proportionately. Any decrease in the EOBR Inflation Benefit Limit will decrease the EOBR Inflation Maximum Monthly Benefit proportionately.

The available options are as follows:

Option 1: 3% Simple Increases

If Option 1 is selected, the EOBR Inflation Benefit Limit will be equal to (1) multiplied by (2), multiplied by [(3) – (4)], where:

- (1) is the EOBR Base Benefit Limit on the date of calculation;
- (2) is equal to .03;
- (3) is the current Policy Year; and
- (4) is equal to 1.

Option 2: 5% Compound Increases

If Option 2 is selected, the EOBR Inflation Benefit Limit will be equal to (1) multiplied by [(2)^[(3) – (4)] minus (4)], where:

- (1) is the EOBR Base Benefit Limit on the date of calculation;
- (2) is equal to 1.05;
- (3) is the current Policy Year; and
- (4) is equal to 1.

Benefits After Termination

If this rider terminates for any reason other than surrender of the policy while the Insured is Chronically III, we will reimburse expenses incurred for Covered Service(s) subject to the terms and conditions of this rider and the limitations outlined below until the earlier of the following:

- a. the date the Insured is no longer Chronically III; or
- b. the date the EOBR Benefit Limit is reached.

The EOBR Benefit Limit under this provision will equal the EOBR Benefit Limit in effect as of the date of termination, and will not change.

The following conditions must be met for benefits under this provision to become effective:

- a. If this rider terminates as a result of Lapse, payments for Covered Services under the Convalescent Care Benefits Rider's Benefits After Lapse provision must have reached the CCBR Benefit Limit; and
- b. the Insured's Chronic Illness must continue without interruption after the date of termination.

COVERED SERVICES

We will reimburse expenses incurred by the Insured for the following Covered Services, to the extent that such services are Qualified Long-Term Care Services:

Adult Day Care Services

A program for 6 or more individuals of social and health-related services provided during the day in a community group setting for the purpose of supporting frail, impaired elderly or other disabled adults who can benefit from care in a group setting outside the home. These services are covered to the extent that they are Qualified Long-Term Care Services.

Assisted Living Facility Services

Services that are provided to the Insured while he or she is confined or living in an Assisted Living Facility. Such services are covered to the extent that they are Qualified Long-Term Care Services.

Bed Reservation

The expense incurred by the Insured to reserve the Insured's bed in a Nursing Home while he or she is temporarily absent during a stay in a Nursing Home and is charged to reserve accommodations. The temporary absence can be for any reason with the exception of discharge. This includes, but is not limited to, a hospital stay or spending holidays or other time with family. Bed Reservation is covered to the extent that it is a Qualified Long-Term Care Service.

This benefit is limited to no more than 30 days each calendar year. The amount payable for this benefit cannot exceed 1/30th of the Maximum Monthly EOBR Benefit for each day that the bed is reserved.

Care Planning Services

Services provided for the Insured by a Care Planning Agency under the direction of the Licensed Health Care Practitioner. These services are covered to the extent that they are Qualified Long-Term Care Services. Care Planning Services may include:

- a. assessment of the circumstances in the Insured's home which relate to his or her ability to live independently;
- b. assessment of the Insured's Chronic Illness and the level of assistance needed for each Activity of Daily Living;
- c. preparation of a Plan of Care for the Insured in coordination with the Licensed Health Care Practitioner;

- d. coordination and monitoring of the Covered Services provided to the Insured; and
- e. monitoring any changes in the Insured's abilities and updating the Plan of Care accordingly.

Caregiver Training

Training given to the Primary Caregiver to provide him or her with the knowledge and skills necessary to care for the Chronically Ill Insured. Such training must be provided by a properly accredited medical or instructional institution or by an individual, such as a licensed nurse, who is qualified to provide such training. Caregiver Training is covered to the extent that it is a Qualified Long-Term Care Service.

The amount payable for this benefit is limited to no more than \$500 for all Caregiver Training provided while the Insured is covered under this rider and under the Convalescent Care Benefits Rider. Caregiver Training may include:

- a. the proper use and care of therapeutic devices or disposable medical aids, including but not limited to catheters, colostomy bags, or suctioning tubes;
- b. the performance of care-giving procedures such as changing wound dressings or repositioning the Insured in bed; or
- c. other therapeutic or care-giving procedures needed to enable the Chronically Ill Insured to continue to reside in his or her place of residence.

Home Health Care Services

Skilled nursing or other professional care services provided by a Home Health Care Agency at the Insured's place of residence which must be outside of a hospital, Nursing Home or Assisted Living Facility. Such services include, but are not limited to, part-time and intermittent skilled nursing services, home health aide services, physical therapy, occupational therapy, chemotherapy, speech therapy, audiology services, and medical social services by a social worker. These services are covered to the extent that they are Qualified Long-Term Care Services.

Hospice Services

Services given to provide palliative care to alleviate the physical, emotional, social, and spiritual discomforts of the Insured who is in the terminal phases of life. These services also include supportive care given to the Primary Caregiver and the Insured's Immediate Family. These services are covered to the extent that they are Qualified Long-Term Care Services.

Nursing Home Care Services

Services that are provided to the Insured while he or she is confined to a Nursing Home. Such care or services are covered to the extent that they are Qualified Long-Term Care Services.

Personal Care Services

Services provided at the Insured's place of residence which must be outside of a hospital, Nursing Home or Assisted Living Facility, to assist with Activities of Daily Living, including activities such as using a telephone, managing medications, moving about outside, shopping for essentials, preparing meals, laundry, and housekeeping or homemaking activities to allow the Insured to remain in his or her residence. These services may be provided by skilled or unskilled persons. These services are covered to the extent that they are Qualified Long-Term Care Services.

Respite Care Services

Short-term care services provided for the Insured in an institution, in the home, or in a community-based program to provide temporary relief for the Primary Caregiver. Such services may be provided by skilled or unskilled persons. These services are covered to the extent that they are Qualified Long-Term Care Services.

This benefit is limited to no more than 21 days each calendar year. The amount payable for this benefit cannot exceed 1/30th of the Maximum Monthly EOBR Benefit for each day of Respite Care Services.

Alternative Care Services

Qualified Long-Term Care Services that are not covered under any of the above paragraphs, but which the Licensed Health Care Practitioner and we mutually agree would be appropriate to meet the Insured's long-term care needs. We will not unreasonably withhold agreement. These services must be provided as an alternative to services covered under the above paragraphs that would otherwise be required by the Chronically Ill Insured. Alternative Care Services will be covered only to the extent that they are Qualified Long-Term Care Services.

Alternative Care Services may include, but are not limited to, forms of assistance provided in facilities, by organizations, or by persons other than the Insured's Immediate Family, that do not otherwise meet the definitions of this rider. They must meet or exceed the applicable professional standards and state legal requirements for the services that are performed.

Non-Continual Alternative Care Services

Alternative Care Services which are received on a one-time basis, such as expenses for durable medical equipment or for modifications to the home to accommodate a wheelchair or other device. Non-Continual Alternative Care Services will be covered only to the extent that they are Qualified Long-Term Care Services.

This benefit is limited to no more than one claim per calendar year.

GENERAL EXCLUSIONS AND LIMITATIONS

This rider will not provide benefits for:

- a. care provided in facilities operated primarily for the treatment of Mental or Nervous Disorders. **This exclusion does not apply to qualifying stays or care resulting from Alzheimer's Disease or demonstrable organic brain disease;**
- b. treatment for alcoholism, drug addiction or chemical dependency (unless the drug addiction or chemical dependency is a result of medication taken in doses as prescribed by a physician);
- c. treatment arising out of an attempt at suicide or an intentionally self-inflicted injury;
- d. treatment provided in a Veteran's Administration or government facility, unless otherwise required by law;
- e. loss to the extent that benefits are provided under any of the following: Medicare (including that which would have been payable but for the application of a deductible or a coinsurance amount), other governmental programs (except Medicaid), workers compensation laws, employer's liability laws, occupational disease laws, and motor vehicle no-fault laws;
- f. confinement or care received outside the United States and its possessions;
- g. services provided by a facility or an agency that does not meet this rider definition for such facility or agency, except as provided in the Alternative Care Services provision above; and
- h. services provided by a member of the Insured's Immediate Family or for which no charge is normally made in the absence of insurance.

CLAIMS

Personal Long-Term Care Advisor

A Personal Long-Term Care Advisor is available to answer questions about rider benefits and to explain how to file a claim. You or the Insured's Licensed Health Care Practitioner may contact the Personal Long-Term Care Advisor at any time to:

- a. discuss which types of care may be covered under this rider;
- b. determine in advance if a particular provider of a Covered Service, such as a Nursing Home or a Home Health Care Agency, meets rider conditions; and
- c. discuss the process for filing a claim and obtain the necessary forms.

Your Personal Long-Term Care Advisor's toll-free number is shown on the Policy Schedule. There is no charge for this service.

Notice of Claim

A Written Notice of claim must be given to us within 60 days after the occurrence or commencement of any loss covered by this rider, or as soon thereafter as reasonably possible. The Written Notice should include at least your name and the Insured's name, the policy number, and the address to which the claim form should be sent. If you are unable to file a claim, your legal representative may act on your behalf. Written Notice given by you or on your behalf to us at the Administrator Mailing Address shown on the front cover of the policy, or to any authorized agent of the Company or to any authorized broker, with information sufficient to identify the Insured, shall be deemed notice to us.

Claim Forms

Upon receipt of Written Notice of the claim, we will furnish to the claimant the claim forms usually furnished for filing proof of loss. The claim form has instructions on how to fill it out and where to send it. Please read the form carefully. Answer all questions and send all required information to the address on the form.

If such forms are not furnished within 15 days after the giving of such Written Notice, the claimant shall be deemed to have complied with the requirements of this rider as to proof of loss upon submitting, within the time fixed in the rider for filing proofs of loss, proof In Writing covering the occurrence, the character, and the extent of the loss for which claim is made. Details should include the list of Covered Services for which benefits are being claimed; the names and addresses of the Insured's Licensed Health Care Practitioner(s); the places the Insured stayed; the Insured's diagnosis; and the periods for which benefits are being claimed. This notification must be sent to us within the time period stated in the next paragraph.

Proofs of Loss

Proof of loss In Writing must be furnished to us at our Administrator Mailing Address within 90 days after the end of each month for which benefits may be paid. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than 1 year from the time proof is otherwise required.

Time of Payment of Claims

Upon receipt of proof of loss In Writing acceptable to us, any benefits due will be paid:

- a. monthly, when the loss is expected to result in on-going benefits; or
- b. immediately, or upon termination of our liability, when the loss is not expected to continue.

Payment of Claims

Any Death Benefit payable will be paid in accordance with the Beneficiary designation and the provisions respecting Death Benefit payments that may be prescribed in the policy and effective at the time of payment. If no such designation or provision is then effective, the Death Benefit will be payable to you or to your executors, administrators or assigns. Any other benefits payable under this rider at the Insured's death may, at our option, be paid either in accordance with the Beneficiary designation or to you.

All other benefits under this rider will be payable to you. Upon your Written Request, we may pay benefits elsewhere. This request should be submitted no later than the time the proof of loss is filed.

Physical Examinations

We at our own expense shall have the right and opportunity to examine the person of the Insured when and as often as we reasonably require while a claim under this rider is pending.

We reserve the right to verify that all of the criteria for eligibility for benefits have been satisfied. Verification may include a review of the medical facts to determine the extent of the Insured's condition or an examination by a physician of our choice to verify that the Insured does meet the criteria for benefits.

We will ask the Licensed Health Care Practitioner who provided the initial assessment and certification to provide a current written assessment and a recertification of the Insured's condition at least once every 12 months. The review, recertification, and any physical examination will be requested solely for the purpose of determining whether the Insured's condition and treatment qualify for benefits under the terms of this rider.

Claim Review and Appeal

We will inform you In Writing if a claim or any part of a claim is denied. The claim will be evaluated based on this rider and the information provided. If you do not agree with a claim decision, you may request a review. This request must be In Writing and include any information that may support the claim. No special form is needed. The Written Request should be sent to our Administrator Mailing Address within 3 years after the time the proof of loss was filed. Within 30 days after receiving your Written Request, we will give you or your legal representative Written Notice of the results of our review with our reasons stated clearly. If you are unable to participate in this review procedure, your legal representative may act on your behalf.

Legal Actions

No action at law or in equity shall be brought to recover on this rider prior to the expiration of 60 days after proof of loss has been furnished In Writing in accordance with the requirements of this rider. No such action shall be brought after the expiration of 3 years after the time proof of loss In Writing is required to be furnished.

GENERAL RIDER INFORMATION

Entire Contract; Changes

This rider, including the application and attached papers including the policy and any amendments, endorsements, riders, and supplemental applications that may be attached, constitutes the entire contract of insurance. No change in this rider shall be valid until approved by an executive officer of the Company and unless such approval be endorsed hereon or attached hereto. No agent or broker has authority to change this rider or to waive any of its provisions.

Change of Beneficiary

Unless you make an irrevocable designation of Beneficiary, the right to change of Beneficiary is reserved to you and the consent of the Beneficiary or Beneficiaries shall not be requisite to surrender or assignment of this policy or to any change of Beneficiary or Beneficiaries, or to any other changes in this policy.

Grace Period

A grace period of not less than 31 days will be granted for the payment of each premium falling due after the first premium, during which grace period the policy and this rider shall continue In Force. The policy and this rider will enter the grace period and subsequently Lapse if the Cash Value on any Monthly Anniversary Day is less than the required Monthly Deduction and no additional premium is paid.

However, if the Cash Value has been reduced to zero solely as a result of payments for Covered Services under the Convalescent Care Benefits Rider, then the policy and this rider will not enter the grace period and Lapse if the Cash Value on any Monthly Anniversary Day is less than the Monthly Deduction.

Termination of Rider

This rider terminates upon the earliest of:

- a. the date we receive your Written Request to return this rider, the policy, or the Convalescent Care Benefits Rider under the 30 Day Right To Return provision;
- b. the date we receive your Written Request to terminate this rider or the Convalescent Care Benefits Rider;
- c. the date we receive your Written Request to surrender the policy;
- d. the date the policy Lapses;
- e. the date the Insured dies;
- f. the date the EOBR Benefit Limit is reached;
- g. the date we make a benefit payment under the Terminal Illness Accelerated Death Benefit Rider;
- h. the date we receive your Written Request to purchase a qualified long-term care insurance policy under the Right to Purchase a Long-Term Care Insurance Policy endorsement; or
- i. the date you elect paid-up life insurance under the policy's Paid-Up Insurance provision.

Reinstatement of Rider

If any renewal premium be not paid within the time granted for payment, a subsequent acceptance of premium by us or by any agent or broker duly authorized by us to accept such premium, without requiring in connection therewith an application for reinstatement, shall reinstate the policy and this rider; provided, however, that if we or such agent or broker require an application for reinstatement and issue a conditional receipt for the premium tendered, the policy and this rider will be reinstated upon approval of such application by us or, lacking such approval, upon the 45th day following the date of such conditional receipt unless we have previously notified you In Writing of our disapproval of such application. The reinstated rider will only provide benefits for Covered Services which begin on or after the date of reinstatement, subject to the terms and conditions of this rider. In all other respects you and we shall have the same rights thereunder as you and we had under the policy and this rider immediately before the due date of the defaulted premium, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement.

If, however, the Insured was Chronically Ill when this rider Lapsed and you request In Writing to reinstate this rider within 5 months after the date of Lapse, then in lieu of submitting evidence of insurability, you may reinstate this rider and the policy without evidence of insurability by submitting a statement In Writing from the Licensed Health Care Practitioner certifying that the Insured was Chronically Ill on the date of Lapse. After reinstatement, this rider will provide benefits for Covered Services which begin on or after the date of Lapse, subject to the terms and conditions of this rider.

Suspension of Coverage During Active Military Service

If the Insured is a member of a reserve component of the armed forces of the United States, including but not limited to the National Guard, you have the right to suspend coverage under this rider during a period of the Insured's active military service, subject to the following conditions:

- a. you must request such suspension In Writing; and
- b. you must provide proof of active military service acceptable to us.

During the suspension of coverage, no rider charges will be deducted for this rider.

Upon termination of the Insured's active military service of no longer than 5 years, you may resume coverage under this rider by submitting a request In Writing within 60 days after the date of termination of the Insured's active military service. Resumption of coverage and deductions of any applicable rider charges will be effective as of such termination date.

Misstatement of Age

If the Insured's age has been misstated, rider benefits will be those that the monthly rider charges and monthly inflation charges, if applicable, paid would have purchased at the correct age. If coverage would not have been issued, we will refund all rider and inflation charges paid for this rider.

Representations

In the absence of fraud, any statement made by you or by the Insured in the application for this rider will be deemed to be a representation and not a warranty. Such statement may not be used in defense of a claim, unless it is contained in a signed, written application for this rider.

Time Limit on Certain Defenses

A misstatement by you or by the Insured in any application for the policy or this rider may be used to void or cancel this rider or deny an otherwise valid claim. For a rider that has been In Force for less than 6 months, we may take this action only if the misstatement was material to the issuance of this rider. For a rider that has been In Force for at least 6 months but less than 24 months, we may take this action only if the misstatement was both material to the issuance of this rider and the claim for which benefits are being sought. After this rider has been In Force for 24 months, we can take this action only if we can show that the Insured knowingly and intentionally misrepresented relevant facts relating to his or her health. No further benefits will be paid under this rider if it is voided or cancelled.

Pre-existing Conditions Not Excluded

We will not deny benefits for Pre-Existing Conditions. This provision does not preclude us from exercising other remedies available under this rider because of material misrepresentation.

Lincoln Life & Annuity Company of New York



President

Endorsement

Right to Purchase a Long-Term Care Policy

This endorsement is made part of the policy to which it is attached. Except as stated below, this endorsement is subject to all the terms and conditions of the policy and the Extension of Benefits Rider.

Benefit

Subject to the limitations and conditions described below, you may become eligible to purchase a qualified long-term care insurance policy we offer at that time, without evidence of insurability.

The new policy will be issued with the same Insured and Owner as the Extension of Benefits Rider. The new policy's total benefit amount and duration will be equal to the greater of:

- a. the remaining EOBR Benefit Limit and remaining EOBR Duration under the Extension of Benefits Rider; or
- b. the minimum benefit amount and duration as required by New York State regulation at that time.

Eligibility

You will become eligible to purchase a long-term care policy under this endorsement upon the earliest of the following to occur:

- a. the policy to which the Extension of Benefits Rider is attached Lapses;
- b. you request In Writing to terminate the Extension of Benefits Rider or the Convalescent Care Benefits Rider (this does not include return of those riders under their 30 Day Right to Return provision);
- c. benefits under the Extension of Benefits Rider are reduced as a result of Indebtedness below the minimum required by New York State regulation; or
- d. the Extension of Benefits Rider terminates as a result of electing paid-up life insurance under the policy's Paid-Up Insurance provision.

The following conditions must be met to qualify for the new long-term care insurance policy:

- a. the Insured must not be Chronically Ill on the date you request to purchase the new policy; and
- b. you must request to purchase the new policy within 45 days of the date you become eligible under this endorsement.

If the Extension of Benefits Rider terminates for any reason other than surrender of the policy while the Insured is Chronically Ill, continuation of long-term care benefits will be provided under that rider's Benefits After Termination provision, subject to the terms and conditions of that provision.

Termination of Endorsement

This endorsement and all rights under it terminate automatically on the earlier of:

- a. the death of the Insured; or
- b. the 46th day after you first become eligible to purchase a new long-term care insurance policy under this endorsement.

Lincoln Life & Annuity Company of New York



President

Nonforfeiture Benefit Rider

This rider is made part of the policy to which it is attached. Except as stated below, this rider is subject to all the terms and conditions of the policy and the Extension of Benefits Rider.

Nonforfeiture Benefit

After the policy and the Extension of Benefits Rider have been In Force for 3 years and subject to the limitations outlined below, this rider will cover eligible claims for Covered Services up to the benefit limit described below which begin at any time after the Extension of Benefits Rider has terminated for any of the following reasons:

- a. the policy Lapses;
- b. you request In Writing to terminate the Extension of Benefits Rider or the Convalescent Care Benefits Rider (this does not include return of those riders under their 30 Day Right to Return provision);
- c. we make a benefit payment under the Terminal Illness Accelerated Death Benefit Rider; or
- d. you elect paid-up life insurance under the policy's Paid-Up Insurance provision.

This Nonforfeiture Benefit will continue as paid-up long-term care coverage, subject to the 90 day Deductible Period described below, until the earlier of:

- a. the death of the Insured; or
- b. the date the benefit limit under this rider has been reached.

Benefit Limit

The benefit limit under this rider will be an amount equal to the greater of:

- a. one month's Maximum Monthly EOBR Benefit in effect as of the date the Extension of Benefits Rider terminates less any Indebtedness and withdrawals; or
- b. an amount equal to the sum of all rider charges and inflation charges, if any, paid for the Extension of Benefits Rider, plus the sum of all rider charges paid for this rider, less any Indebtedness and withdrawals.

The benefit limit under this rider is not subject to inflation protection increases.

The sum of benefits paid while the Extension of Benefits Rider is In Force, if any, plus benefits paid under the Extension of Benefits Rider's Benefits After Termination provision, if any, plus benefits paid under this rider will not exceed the maximum benefits which would have been paid if the Extension of Benefits Rider had remained In Force.

Benefit Conditions

If the Extension of Benefits Rider terminates while the Insured is Chronically Ill, benefits will first be paid under the Extension of Benefits Rider's Benefits After Termination provision. Benefits under this rider become effective after payments under the Benefits After Termination provision, if any, have ended according to the terms and conditions of that provision.

Maximum Monthly Benefit

The maximum monthly benefit payable under this rider will be an amount equal to the Maximum Monthly EOBR Benefit in effect as of the date the Extension of Benefits Rider rider terminates, and will not change.

Deductible Period

Benefits payable under this rider will be subject to a 90 day Deductible Period. This 90 day Deductible Period applies to all Covered Services, other than Bed Reservation, Respite Care Services, Non-Continual Alternative Care Services, Caregiver Training, and Care Planning Services, that are received after the Extension of Benefits Rider has terminated for any of the reasons noted above. The Deductible Period must be satisfied before other benefits become payable.

This 90 day Deductible Period may be satisfied only by days during which Covered Services, other than Bed Reservation, Respite Care Services, Non-Continual Alternative Care Services, Caregiver Training, and Care Planning Services, would otherwise be eligible for reimbursement under this rider. Long-term care is often received on an intermittent basis, therefore we do not require that the 90 day Deductible Period be consecutive days.

Monthly Rider Charge

There is a monthly rider charge for this rider. The rider charge as of the Date of Issue is shown on the Policy Schedule. We will deduct the monthly rider charge from the Gross Cash Value of the policy on each Monthly Anniversary Day beginning with the Date of Issue until the earlier of:

- a. the Insured's Age 95; or
- b. the Monthly Anniversary Day preceding the date the policy's Cash Value has been reduced to zero solely as a result of payments for Covered Services under the Convalescent Care Benefits Rider.

Any decrease in the EOBR Benefit Limit caused by withdrawals or Indebtedness will reduce the monthly rider charge proportionately. Any increase in the EOBR Benefit Limit caused by a repayment of the loan or loan interest will increase the monthly rider charge proportionately.

Termination of Rider

This rider and all rights under it terminate automatically upon the earliest of:

- a. the death of the Insured;
- b. the date this rider's benefit limit is reached; or
- c. the date we receive your Written Request to terminate this rider.

Effective Date

The effective date of this rider is the Date of Issue.

Lincoln Life & Annuity Company of New York


Dennis R. Glass
President

Lincoln Life & Annuity Company of New York

Flexible Premium Adjustable Life Insurance Policy

Death Benefit payable if the Insured dies while this policy is In Force

Non-participating – Not eligible for annual dividends

LN850 (8/05)

NY