

The Lincoln National Life Insurance Company

A Stock Company Home Office Location: Fort Wayne, Indiana Group Insurance Service Office: 8801 Indian Hills Drive, Omaha, NE 68114-4066 (800) 423-2765 Online: www.LincolnFinancial.com

Group Policyholder: Brown University
Group Policy No.: CI-0000043998
Group Policy Delivered In: Rhode Island

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

The provisions and conditions set forth on the following pages are a part of this Policy, as fully as if recited over the signatures below. This Policy replaces any other policy for the benefits described inside.

The Lincoln National Life Insurance Company has executed this Policy at its Group Insurance Service Office in Omaha, Nebraska.

SECRETARY

**PRESIDENT** 

## THIS IS A LEGAL CONTRACT BETWEEN THE POLICYHOLDER AND US. READ YOUR POLICY CAREFULLY.

Insurance benefits may be subject to certain requirements, reductions, limitations, and exclusions.

THIS IS A SUPPLEMENT TO HEALTH INSURANCE AND IS NOT A SUBSTITUTE FOR MAJOR MEDICAL COVERAGE. THIS IS NOT QUALIFYING HEALTH COVERAGE ("MINIMUM ESSENTIAL COVERAGE") THAT SATISFIES THE HEALTH COVERAGE REQUIREMENT OF THE AFFORDABLE CARE ACT. IF A PERSON DOES NOT HAVE MINIMUM ESSENTIAL COVERAGE, AN ADDITIONAL PAYMENT MAY BE OWED WITH HIS OR HER TAXES.

#### GROUP CRITICAL ILLNESS INSURANCE POLICY

The Certificate(s), and any amendments which may be attached to it, contains the main provisions of the Policy.

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## Brown University CI-0000043998

#### SCHEDULE OF BENEFITS

Benefit details are shown in the Certificate. The information provided in this Policy Schedule of Benefits pertains to the Group Policyholder.

**Group Policy Effective Date:** January 1, 2022

**Eligible Class:** 

Plan 1 - Critical Illness

Class 1 - All Full-Time Employees

First Premium Due: Group Policy Effective Date

**Subsequent Premiums Due:** 1st Day of Insurance Month

**Insurance Month Period:** A period beginning on the first Day of any calendar month and ending on the last

Day of the same calendar month.

**Policy Anniversary:** January 1st

**Premium/Billing Mode:** Monthly

**Grace Period:** 60 Days

**Rate Change Notice:** 31 Days

**Minimum Number of Insureds: 10** 

**Minimum Participation:** 

Employee Paid Benefits - At least 15% of those eligible for insurance must be insured.

**Policy Termination Notice:** 60 Days

We may offer noninsurance benefits and services to Insureds in connection with the sale of this Policy.

#### Brown University CI-0000043998

#### PREMIUM RATE SCHEDULE

Monthly Critical Illness Rates

#### **Critical Illness Base Coverage Rates**

Class: 1 - All Full-Time Employees

#### Plan 1

Monthly Premium rate per \$1,000 of Insured's Critical Illness Insurance

Attained Age*^	Non-Tobacco	Tobacco
17-24	\$0.135	\$0.154
25-29	\$0.216	\$0.258
30-34	\$0.317	\$0.401
35-39	\$0.483	\$0.662
40-44	\$0.804	\$1.242
45-49	\$1.319	\$2.305
50-54	\$1.924	\$3.640
55-59	\$2.637	\$5.328
60-64	\$3.789	\$8.131
65-69	\$5.397	\$12.112
70+	\$10.359	\$20.259

<sup>\*</sup>The Insured's age and tobacco status will determine Insured's Premium rate.

<sup>^</sup>Premium will be calculated as of the Insured's age on each Policy Anniversary.

### Brown University CI-0000043998

#### PREMIUM RATE SCHEDULE

Monthly Critical Illness Rates

#### **Critical Illness Dependent Coverage Rates**

Class: 1 - All Full-Time Employees

#### Plan 1

Monthly Premium rate per \$1,000 of Dependent Spouse or Life Partner Critical Illness Insurance.

Attained Age*^	Non-Tobacco	Tobacco
17-24	\$0.135	\$0.154
25-29	\$0.216	\$0.258
30-34	\$0.317	\$0.401
35-39	\$0.483	\$0.662
40-44	\$0.804	\$1.242
45-49	\$1.319	\$2.305
50-54	\$1.924	\$3.640
55-59	\$2.637	\$5.328
60-64	\$3.789	\$8.131
65-69	\$5.397	\$12.112
70+	\$10.359	\$20.259

<sup>\*</sup>The Insured's age and tobacco status will determine the applicable Dependent Spouse or Life Partner Premium rate.

Monthly Premium rate per \$1,000 of Dependent Child(ren) Critical Illness Insurance: \$0.274

Provided insurance is in effect, the above rates are guaranteed until January 1, 2025, unless an exception listed in the Premium Rate Change section applies. After that, any premium rate increase will be provided in a renewal notice.

<sup>^</sup>Premium will be calculated as of the Insured's age on each Policy Anniversary.

#### PREMIUMS AND PREMIUM RATES

**PAYMENT OF PREMIUMS.** The Group Policyholder is responsible for paying all Premiums as they become due. Payment of any Premium will not keep insurance in effect beyond the due date of the next Premium, except as stated in the Grace Period.

**GRACE PERIOD.** A Grace Period will be allowed for the payment of each Premium after the first. The Grace Period is shown on the Schedule of Benefits. The Policy will remain in effect during the Grace Period, unless the Group Policyholder gives Us advance written notice of termination. The Group Policyholder will remain liable for payment of the pro rata Premium for the time the Policy remained in force during the Grace Period.

#### **PREMIUM RATE CHANGE.** We may change any Premium rate:

- (1) the Date the Policy's terms are changed;
- (2) the Date Our liability is changed due to a change in federal, state, or local law, regulation, or administration of such law or regulation;
- (3) the Date Our liability is changed because the Group Policyholder (or any covered division, subsidiary or affiliated company) relocates, dissolves or merges, or is added to or removed from the Policy;
- (4) the Date any insurance for one or more classes ceases to be provided under the Policy;
- (5) the Date the number of Insureds changes by 15% or more from the enrollment on the Date the Policy took effect, or the most recent rate guarantee Date expired, if later; or
- on any Premium due Date after the Policy's first anniversary, or any later rate guarantee Date agreed upon by Us.

We will give the Group Policyholder advance written notice of any increase in Premium rates. The rate change notice period is shown on the Schedule of Benefits. The notice period will apply unless We and the Group Policyholder agree otherwise.

**PREMIUM AMOUNT.** The amount of Premium due on each due Date will be the sum of the products obtained by multiplying each rate shown in the Premium Rate Schedule by the amount of insurance to which the rate applies and then adding the monthly billing fee, if any.

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

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

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

#### **POLICY TERMINATION**

**TERMINATION BY US**. We may terminate the Policy on the due Date of any Premium if:

- (1) the total number of Insureds is less than the minimum number of Insureds shown in the Schedule of Benefits:
- (2) part of the Premium is paid by Insureds and the minimum participation is less than what is shown in the Schedule of Benefits;
- (3) the Group Policyholder, without good cause, fails to:
  - (a) promptly furnish any information We reasonably require; or
  - (b) perform its duties pertaining to the Policy in good faith;
- (4) We terminate all policies that provide critical illness insurance in the same state in which the Policy was issued; or
- (5) federal, state, or local law otherwise requires the Policy to be terminated.

To terminate the Policy, We must give the Group Policyholder advance written notice of Our intent to do so. The Policy termination notice period is shown in the Schedule of Benefits.

**TERMINATION BY GROUP POLICYHOLDER.** The Group Policyholder may terminate the Policy at any time by giving Us advance written notice. Insurance will then terminate:

- (1) on the Date We receive the notice; or
- (2) any later Date We and the Group Policyholder have agreed upon.

The Group Policyholder remains responsible for the payment of Premiums to the Date of termination.

**AUTOMATIC TERMINATION.** If any Premium remains unpaid at the end of the Grace Period, the Policy will automatically terminate, without any action on Our part, effective on the last Day of the Grace Period. The Group Policyholder remains responsible for the payment of Premiums to the last Day of the Grace Period.

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

# GENERAL PROVISIONS For Group Policyholder

**ENTIRE CONTRACT.** The entire contract with the Group Policyholder includes:

- (1) the Policy and any amendments to it;
- (2) the Group Policyholder's application, if any;
- (3) any individual applications of an Insured or Insured Dependent; and
- (4) the Certificate for each class of Insured and any amendments to it.

**AUTHORITY TO MAKE OR AMEND CONTRACT.** Only a Company officer located in Our Group Insurance Service Office has the authority to:

- (1) determine the insurability of a group or any individual within a group;
- (2) make a contract in Our name;
- (3) amend or waive any provision of the Policy; or
- (4) extend the time for payment of any Premium.

No change in the Policy will be valid, unless it is made in writing, agreed upon by an underwriting officer, and signed by a Company officer as described above.

**INCONTESTABILITY.** Except for the non-payment of Premiums, We may not contest the validity of the Policy after it has been in force for two years from the Group Policy Effective Date. This clause does not preclude, at any time, the assertion of defenses based upon:

- (1) the Policy's eligibility requirements, exclusions and limitations; and
- (2) other Policy provisions unrelated to the validity of insurance.

In the absence of fraud, all statements made by the Group Policyholder are representations and not warranties.

**GROUP POLICYHOLDER'S AGENCY.** For all purposes of the Policy, the Group Policyholder acts on its own behalf or as the Insured's agent. Under no circumstances will the Group Policyholder be deemed Our agent.

**CURRENCY.** In administering the Policy all Premium and benefit amounts must be paid in U.S. dollars.

**WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE.** The Policy does not replace or provide benefits required by:

- (1) Workers' Compensation laws; or
- (2) any state temporary disability insurance plan laws.

**ACTS OF THE POLICYHOLDER.** In administering the Policy, the Group Policyholder must:

- (1) treat Employees the same in like situations; and
- (2) allow Us, without inquiry, to rely on its acts.

**NONPARTICIPATION.** The Policy is a non-participating policy. It will not share in Our divisible surplus.

# GENERAL PROVISIONS For Group Policyholder (Continued)

**INFORMATION TO BE FURNISHED**. The Group Policyholder may be required to furnish any information needed to administer the Policy, including:

- (1) information about persons:
  - (a) who become eligible for insurance;
  - (b) whose amounts of insurance change;
  - (c) whose eligibility or insurance ends; or
  - (d) needed for underwriting purposes;
- (2) occupational information and other facts that may be needed to manage a claim; and
- (3) any other information that We may reasonably require.

We may inspect the Group Policyholder's records that relate to the Policy, at any reasonable time.

Clerical error by the Group Policyholder:

- (1) will not void or terminate insurance that otherwise would be in effect;
- (2) will not result in insurance that otherwise would not be in effect; and
- (3) will not continue insurance that otherwise would be terminated.

Once an error is discovered, an appropriate adjustment in Premium will be made. If a Premium adjustment involves the return of unearned Premium, the amount of the return will be limited to the 12-month period that precedes the Date We receive proof such an adjustment should be made.

**NEW EMPLOYEES.** Employees who become eligible after the Policy takes effect may be enrolled, in accord with the terms of the Certificate. (See the Eligibility and Effective Dates section of the Certificate.)

**CERTIFICATES.** The Group Policyholder will be provided with certificates of insurance for delivery to each Insured. The Group Policyholder is responsible for distributing a Certificate to each Insured. The Certificate for each eligible class is incorporated into and made a part of the Policy. The Certificate provisions will apply as fully as if they were included in the Policy.

**CONFORMITY WITH STATE STATUTES.** If any provision of the Policy or Certificate conflicts with any applicable law, the provision will be administered to conform to the minimum requirements of the law.

#### DEFINITIONS For Group Policyholder

**CERTIFICATE** means the Group Critical Illness Certificate, which contains the main provisions of the Policy. The Certificate includes any amendments which may be attached to it.

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

**CRITICAL ILLNESS INSURANCE** means the insurance provided by the Policy for Employees.

**DAY OR DATE** means the period of time that begins at 12:01 a.m. and ends at 12:00 midnight when used with regard to eligibility dates and effective dates. When used with regard to termination dates, it means 12:00 midnight. Day or Date is based on the time at the Group Policyholder's place of business.

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

**INSURANCE MONTH** means that period of time shown on the Schedule of Benefits:

- (1) beginning at 12:01 a.m.; and
- (2) ending at 12:00 midnight;

at the Group Policyholder's primary place of business.

**INSURED** means the Person for whom Policy insurance is in effect.

**PAYROLL PERIOD** means that period of time established by the Group Policyholder for payment of employee wages.

**PERSON** means an Employee of the Group Policyholder:

- (1) who is a member of a class that is eligible for insurance under the Policy; and
- (2) who has enrolled for insurance.

**POLICY** means the Group Critical Illness Insurance policy issued by Us to the Group Policyholder. The Certificate(s), and any amendments which may be attached to it, contains the main provisions of the Policy.

**PREMIUM** means the amount charged for the insurance provided by the Policy.

**WE, OUR, or US** refer to The Lincoln National Life Insurance Company, an Indiana corporation. Its Group Insurance Service Office address is 8801 Indian Hills Drive, Omaha, Nebraska 68114-4066.

#### The Lincoln National Life Insurance Company

#### **SUMMARY**

#### COVERAGE, LIMITATIONS and EXCLUSIONS UNDER RHODE ISLAND LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT ("Act")

A resident of Rhode Island who purchases life insurance, annuities, long-term care, or accident and health insurance should know that an insurance company licensed in Rhode Island to write these types of insurance is a member of the Rhode Island Life and Health Insurance Guaranty Association ("Association"). The purpose of the Association is to assure that a policyholder will be protected within the statutory limits, if a member insurer becomes financially unable to meet its obligations. If this should happen, the Association will, within the statutory limits, pay the claims of the insured persons who live in this state, and in some cases, keep coverage in force. However, the protection provided through the Association is not unlimited. This protection is not a substitute for your care in selecting a company that is well managed and financially stable.

## LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION DISCLAIMER

The Rhode Island Life and Health Insurance Guaranty Association provides coverage of claims under some types of policies if the insurer becomes impaired or insolvent. COVERAGE MAY NOT BE AVAILABLE FOR YOUR POLICY. Even if coverage is provided, there are significant limits and exclusions. Coverage is always conditioned on residence in this state. Other conditions may also preclude coverage.

The Life and Health Insurance Guaranty Association will respond to any questions you may have which are not answered by this document. Your insurer and agent are prohibited by law from using the existence of the association or its coverage to sell you an insurance policy.

You should not rely on availability of coverage under the Life and Health Insurance Guaranty Association when selecting an insurer.

Rhode Island Life and Health Insurance Guaranty Association 235 Promenade Street, #426 Providence, RI 02908 Tel. (401) 273-2921

> Rhode Island Division of Insurance 1511 Pontiac Avenue Cranston, RI 02920 Tel. (401) 462-9520

The full text of the state law that provides for this safety net coverage, Rhode Island Life and Health Insurance Guaranty Association Act, ("the Act") can be found beginning at R.I. Gen. Laws section 27-34.3-1. A brief summary of the Act is provided below. This summary does not cover all provisions of the law, nor does it in any way change your rights or obligations or those of the Association under the Act.

#### COVERAGE

Generally, individuals will be protected by the Association if the individual lives in Rhode Island and: Holds a life or health insurance contract, long-term care contract or annuity contract; or is insured under a group insurance contract issued by a member insurer. The beneficiaries, payees, or assignees of insured persons are protected as well, even if they live elsewhere.

#### **EXCLUSIONS FROM COVERAGE**

The Association does **NOT** protect a person holding a policy if:

- the individual is eligible for protection under a similar law of another state;
- the insurer was not authorized to do business in this state;
- the policy is issued by an organization that is not a member of the Association;
- the policy was issued by a nonprofit hospital or medical service organization (such as, the "Blues"), an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments or by an insurance exchange.

The Association does not provide coverage for:

- a policy or portion of a policy not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus; a policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed a rate specified by statute;
- dividends:
- credits given in connection with the administration of a policy by a group contract holder;
- an employer's plan to the extent that it is self-funded (this is, not insured by an insurance company, even if an insurance company administers the plan);
- an unallocated annuity contract issued to an employee benefit plan protected under the United States Pension Benefit Guaranty Corporation:
- that part of an unallocated annuity contract not issued to a specific employee, union, association of natural persons benefit plan, or a governmental lottery;
- certain contracts which establish benefits by reference to a portfolio of assets not owned by the insurer;
- any portion of a policy or contract to the extent that the required assessments are preempted by federal or
- an obligation that does not arise under the express written terms of the policy or contract issued by the insurer:
- A policy or contract providing any hospital, medical, prescription drug or other health care benefits pursuant to Part C or Part D of Subchapter XVIII, Chapter 7 of Title 42 of the United States Code (commonly known as Medicare Part C & C) or any regulations issued pursuant thereto.

#### LIMITATIONS ON COVERAGE

The Act limits the amount the Association is obligated to pay. The Association cannot pay more than what the insurer would have owed under a policy or contract. Also for any one insured life, no matter how many policies or contracts were in force with the same insurer, the Association will pay no more than:

- \$300,000 in life insurance death benefits and no more than \$100,000 in net cash surrender and net cash withdrawal values for life insurance:
- \$100,000 for health insurance benefits, coverages not defined as disability, basic hospital, medical, and surgical, major medical insurance or long-term care insurance including any net cash surrender and net cash withdrawal values:
- \$300,000 for disability insurance:
- \$300,000 for long-term care insurance;
- \$500,000 for basic hospital, medical, and surgical insurance;
- \$250,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal
- \$250,000 in present value per payee with respect to a structured settlement annuity benefits, in the aggregate, including net cash surrender and net cash withdrawal values;
- \$250,000, in the aggregate, in present value of annuity benefits, including net cash surrender and net cash withdrawal values, with respect to an individual participating in a governmental retirement plan established under 26 U.S.C. sections 401, 403(b), or 457 covered by an unallocated annuity contract, or the beneficiaries of each such individual if deceased;
- \$5,000,000 in unallocated annuity contract benefits, irrespective of the number of contracts with respect to the contract owner or plan sponsor whose plan owns, directly or in trust, one or more unallocated annuity contracts.

Note to the benefit plan trustees or other holders of unallocated annuities (GICs, DACs, etc.) covered by the Act: for unallocated annuities that fund governmental retirement plans under sections 401(k), 403(b), or 457 of the Internal Revenue Code, the limit is \$250,000 in present value of annuity benefits including net cash surrender and net cash withdrawal per participating individual. In no event shall the Association be liable to spend more than \$300,000 in the aggregate per individual except hospital insurance up to \$500,000 per individual. For covered unallocated annuities that fund other plans, a special limit of \$5,000,000 applies to each contract holder, regardless of the number of contracts held with the same company or number of persons covered. In all cases, the contract limits also apply.

These general statements as to Limitations on Coverage are only summaries of the law. The actual limitations are set forth in R.I. Gen. Laws 27-34.3-3.

Any alleged violations of the provisions of the Rhode Island Life and Health Insurance Guaranty Association Act may be reported to the Rhode Island Division of Insurance at the address and telephone number above.

This information is provided by: The Association and by the Division of Insurance, whose respective addresses are provided in the Important Disclaimer, above.