

SERFF Tracking Number: JPFC-126061252 State: Arkansas
 Filing Company: Lincoln National Life Insurance Company State Tracking Number: 41862
 Company Tracking Number: 09-613 ETAL
 TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
 Product Name: Immediate Annuity Payout Option
 Project Name/Number: /

Filing at a Glance

Company: Lincoln National Life Insurance Company

Product Name: Immediate Annuity Payout Option SERFF Tr Num: JPFC-126061252 State: Arkansas

TOI: A10 Annuities - Other SERFF Status: Closed-Approved-Closed State Tr Num: 41862

Sub-TOI: A10.000 Annuities - Other Co Tr Num: 09-613 ETAL State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Linda Bird

Authors: Tracy Jackson, David Miceli Disposition Date: 03/20/2009

Date Submitted: 03/19/2009 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Status of Filing in Domicile: Pending
 Project Number: Date Approved in Domicile:
 Requested Filing Mode: Review & Approval Domicile Status Comments:
 Explanation for Combination/Other: Market Type: Individual
 Submission Type: New Submission Group Market Size:
 Overall Rate Impact: Group Market Type:
 Filing Status Changed: 03/20/2009 Explanation for Other Group Market Type:
 State Status Changed: 03/20/2009

Deemer Date: Created By: David Miceli
 Submitted By: David Miceli Corresponding Filing Tracking Number:

Filing Description:
 Re: Individual Fixed Annuity Form
 09-613, Supplementary Contract (Life Only Immediate Annuity with CPI Adjusted Payment Option)

Individual Fixed and Variable Annuity Forms
 AR-525 (2-09), CPI Adjusted Fixed Immediate Annuity Payment Option Rider
 CBD-SI (2-09), Contract Benefit Data Page

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The Lincoln National Life Insurance Company
NAIC No.: 020-65676 FEIN No.: 35-0472300

Enclosed for your review and approval consideration are final print copies of the above referenced forms. Form 09-613 is a Supplementary Contract, which will be issued when a Life Only Immediate Annuity with CPI Adjusted Payment Option is chosen as an immediate annuity payment option from a fixed annuity contract. AR 525 (2-09) is an immediate annuity payment option rider which will be added to the variable annuity contract and to certain fixed annuity contracts if this same payment option is chosen as a CPI Adjusted Fixed Immediate Annuity Payment Option from a variable annuity contract and certain fixed annuity contracts. CBD-SI (2-09) is a contract benefit data page that will be issued with form AR-525 (2-09).

These forms have content that is similar to form 07-611 (AR File #: 36362) which was approved by your department on July 26, 2006.

These forms contain an adjustment based on the change in the Consumer Price Index – Urban (“CPI”). CPI is used to determine an annual adjustment to the scheduled payment and to the reserve value. We currently have a patent pending on this product and ask that this filing remain confidential and not to be made available for public inspection.

Scheduled payments are payable beginning on the payment start date/initial scheduled payment date and will continue to be payable on each payment date according to the payment mode/frequency chosen as long as the Annuitant is living. Scheduled payments are adjusted each January 1st for a change in the CPI, but will never be less than the guaranteed minimum scheduled payment. Schedule payments are reduced to reflect any unscheduled payment and any unscheduled payment charges.

Issue age limits are 50-85 and the minimum annuitization amount for both non-qualified and tax-qualified is \$50,000.00.

We have bracketed certain items in the form as variable information because they may change for new issues in the future. It is our understanding that changes to the bracketed items for new issues will not require a new filing of the schedule page. We confirm that the brackets will not actually appear on the schedule page at issue.

Form 09-613 contains no unusual or controversial features or language that deviates from normal insurance industry standards, and has a Flesch Readability Score of 50.3.

AR-525 (2-09) and CBD-SI (2-09) contain no unusual or controversial features or language that deviate from normal insurance industry standards. These variable annuity forms fall under federal jurisdiction, and therefore, is not subject to flesch readability requirements.

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Form 09-613, AR-525 (2-09) and CBD-SI (2-09) have been simultaneously been filed with our domiciliary states of Indiana and are pending approval.

Your prompt review and approval consideration of this submission will be greatly appreciated. Should you have any questions, please call me at 1-800-458-5299, ext. 4705 or contact me by email at david.m.miceli@lfg.com.

Company and Contact

Filing Contact Information

David Miceli, Manager, Annuity Product david.m.miceli@lfg.com
 Compliance
 100 N Greene St. 800-458-5299 [Phone] 4705 [Ext]
 Greensboro, NC 27401 336-335-2925 [FAX]

Filing Company Information

Lincoln National Life Insurance Company CoCode: 65676 State of Domicile: Indiana
 350 Church St. Group Code: 20 Company Type: Insurance
 Hartford, CT 06103 Group Name: State ID Number:
 (800) 458-5299 ext. [Phone] FEIN Number: 35-0472300

Filing Fees

Fee Required? Yes
 Fee Amount: \$70.00
 Retaliatory? No
 Fee Explanation: \$20 for rider
 \$50 for Supplementary Contract
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Lincoln National Life Insurance Company	\$70.00	03/19/2009	26528949

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	03/20/2009	03/20/2009

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Disposition

Disposition Date: 03/20/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Form	Supplementary Contract (Life Only Immediate Annuity with CPI Adjusted Payment)		Yes
Form	CPI Adjusted Fixed Immediate Annuity Payment Option Rider		Yes
Form	Contract Benefit Data Page		Yes

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Form Schedule

Lead Form Number: 09-613

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	09-613	Other	Supplementary Contract (Life Only Immediate Annuity with CPI Adjusted Payment)	Initial		50.300	09-613.pdf
	AR-525 (2-09)	Other	CPI Adjusted Fixed Immediate Annuity Payment Option Rider	Initial		0.000	AR-525 2-09.pdf
	CBD-SI (2-09)	Other	Contract Benefit Data Page	Initial		0.000	CBD-SI 2-09.DOC

SUPPLEMENTARY CONTRACT
(Life Only Immediate Annuity with CPI Adjusted Payment Option)

SUPPLEMENTARY CONTRACT NUMBER: [JP123456789]

Annuitant: [John Doe]

Annuitant's Issue Age and Sex: [50 Male] **Contract Date:** [February 1, 2009]

Joint Annuitant: [Jane Doe] **Payment Start Date:** [February 24, 2009]

Joint Annuitant's Issue Age and Sex: [50 Female] **Payment Day:** [24th]

Payee: [Jane Doe] **Payment Mode:** [Monthly]

Principal Amount: [\$100,000.00] **Initial Scheduled Payment:** [\$1,000.00]

Initial Reserve Value: [\$100,000.00] **Initial CPI Value:** [980]

Initial Guaranteed Minimum Scheduled Payment: [\$1,000.00] **Original Policy/Contract Number(s):** [JP1234555]

This supplementary contract ("contract") is a legal contract between the Annuitant(s) and the Company. This contract is issued in consideration of the principal amount and in accordance with the payment option elected under the original policy/contract number(s). The Company certifies that the principal amount has been retained by the Company for the benefit of the Annuitant(s). All payments to be paid are stated in this contract.

This contract is a valuable asset. Please read this contract carefully and file it with your other valuable papers.

The Company will make the initial scheduled payment specified on this page, subject to the provisions of this contract.

Note: Scheduled payments will be adjusted on each January 1st for any change in the Consumer Price Index – Urban ("CPI") as described in the Scheduled Payment Adjustment provision on Page 6. If an unscheduled payment is made, both the scheduled payment and the guaranteed minimum scheduled payment will be reduced as stated in the Unscheduled Payments provision on page 7, and as described in the Scheduled Payments provision on page 6 and the Guaranteed Minimum Scheduled Payment provision on page 7.

This contract may provide a death benefit if the Annuitant(s) dies, while this contract is in force, subject to the provisions of this contract.

When writing the Company please give the contract number, and the Annuitant's full name and address. Contact us at the address below or call us at phone: [1-800-950-2454] for the following services:

1. Information about this contract;
2. Preparing claims papers, or other notices, elections or requests.

Signed for the Company on the contract date.



Secretary

Authorized

The Lincoln National Life Insurance Company
[1300 South Clinton Street]
[Fort Wayne, Indiana 46801]
A Stock Company

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Definitions

Age

Age nearest birthday.

Annuitant

The natural person who may exercise every right in this contract. The natural person on whose age and sex the scheduled payments are based. Unless stated otherwise in writing, the Annuitant is the Payee. The Annuitant is shown on page 1. The Annuitant may not change once this contract has been issued.

Beneficiary

The person or persons named in writing by you to receive any death benefit, which may be due after the death of the Annuitant(s). You may change the beneficiary by providing us with a signed request. Changing the beneficiary is subject to the rights of any irrevocable beneficiary.

Company, We, Our, Us

The Lincoln National Life Insurance Company.

Contract Anniversary

Any contract date anniversary.

Contract Date

The first date this contract is in force and the date from which we measure the contract anniversaries.

Contract Year

Each consecutive 12-month period. The first contract year begins on the contract date. Thereafter, each contract year begins on a contract anniversary.

Irrevocable Beneficiary

A beneficiary named in writing by you whose written consent is necessary to exercise any contract right.

Joint Annuitant

The other natural person named in writing as the Joint Annuitant who may exercise every right in this contract. The other natural person on whose age and sex the scheduled payments are based. The Joint Annuitant, if any, is shown on page 1. The Joint Annuitant may not change once this contract has been issued.

Non-Participating

This contract does not share in the Company's divisible surplus. This contract does not pay dividends.

Notice, Election, Request and In Writing

Unless otherwise permitted by the Company, a writing that is in a form acceptable to us. The notice, election or request must be signed. If there is a Joint Annuitant, both the Annuitant and Joint Annuitant must sign the notice, election or request. A notice, election or request is not binding on any payment or action we make before we receive such notice, election or request.

Payee

The person or entity named in writing to receive payments. Unless otherwise stated in writing, the Payee is the Annuitant(s). Our consent is needed if the Payee is an executor, a personal representative, an administrator, a trustee or a corporation, a partnership or an association.

Payment Start Date

The first date that a scheduled payment will be paid. The Payment Start Date is shown on page 1.

Payment Day

The day of the month on which scheduled payments are paid. The Payment Day is shown on page 1.

Payment Mode

The frequency of scheduled payments as shown on page 1. You may not change the Payment Mode once this contract has been issued.

Principal Amount

The accumulation value from the original policy or contract, less any taxes payable by us and not previously deducted.

You, Your

The Annuitant and any Joint Annuitant.

General Provisions

Contract

This supplementary contract is issued in consideration of the principal amount.

Contract Changes

Only our Chief Executive Officer, President, Executive Vice President or Secretary can change the contract terms. Any such changes must be in writing.

Assignment

This contract cannot be transferred or assigned. This contract may not be sold, discounted or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose.

Incontestability

This supplementary contract is incontestable from the contract date.

Taxes

We reserve the right to deduct any taxes paid by us to any governmental entity relating to this contract, including without limitation, federal, state and local income tax, estate tax, inheritance tax, premium tax and any other taxes required by law.

We will, at our sole discretion, determine when taxes relate to this contract, including, for example, when taxes result from commencement of scheduled payments and any unscheduled payments, payment of a death benefit or any other payment.

We may, at our sole discretion, pay taxes when due and make a deduction from the scheduled or unscheduled payments, reserve value or death benefit at a later date. Payment at an earlier date does not waive our right to make a deduction at a later date.

Annual Statement

We will send the Annuitant(s) an annual statement. The annual statement will include but will not be limited to, the reserve value, scheduled and unscheduled payment amounts and the guaranteed minimum scheduled payment at the end of the reporting period. The annual statement will show any other information required by state or federal laws or regulations.

Conformity with Law

This supplementary contract conforms to the minimum state requirements where it is issued. The state law where this supplementary contract is issued supersedes any conflicting laws of any other state where the Annuitant may live on or after the contract date.

Contract Values Provisions

Consumer Price Index - Urban – (“CPI”)

The Consumer Price Index - Urban (CPI) is the non-seasonally adjusted U.S. City Average All Items Consumer Price Index for All Urban Consumers, as published by the U.S. Bureau of Labor Statistics. We reserve the right to substitute what we deem to be an appropriate index for the CPI, if:

1. The CPI is discontinued, delayed or otherwise not available for this use; or
2. The composition or base of, or method of, calculating the CPI changes so that we consider it inappropriate for use.

CPI Value

The CPI value published for the CPI will be used in the calculation of the reserve value adjustment and the scheduled payment adjustment.

The initial CPI value is shown on page 1. The initial CPI value equals the CPI value published in the calendar month immediately preceding the calendar month of the contract date.

Reserve Value

The reserve value is used to determine the amount available for unscheduled payments and death benefit, if any. The initial reserve value on the contract date equals the amount of the principal amount less any deduction for taxes. The initial reserve value is shown on page 1.

The reserve value after the contract date equals:

1. The principal amount; plus
2. Any reserve value adjustments; less
3. Any scheduled payments; less
4. Any unscheduled payments and related unscheduled payment charges; less
5. Any deductions for taxes.

If the deduction for an unscheduled payment and related unscheduled payment charge and any deduction for taxes reduces the reserve value to zero, then this contract will terminate.

If the deduction for a scheduled payment and any deduction for taxes reduces the reserve value to zero, the contract will not terminate but there will be no further reserve value or reserve adjustments.

Reserve Value Adjustment

The reserve value adjustment is applied each January 1st following the contract date. The reserve value adjustment is made before any deduction then due for a scheduled payment, an unscheduled payment, any related unscheduled payment charge and taxes. The reserve value adjustment can increase or decrease the reserve value depending on the change in the CPI value.

After the reserve value adjustment, the reserve value will be equal to A + B, where:

A = The reserve value on December 31st of the calendar year preceding the January 1st adjustment date, after any deduction then due for a scheduled payment, an unscheduled payment, any related unscheduled payment charge and taxes;

B = The applicable reserve value adjustment.

The reserve value adjustment will be equal to A times C, where:

A = The reserve value on December 31st of the calendar year preceding the January 1st adjustment date, after any deduction then due for a scheduled payment, an unscheduled payment, any related unscheduled payment charge and taxes;

C = The applicable reserve value adjustment rate.

The first reserve value adjustment rate will be calculated on the January 1st immediately following the contract date. The first reserve value adjustment rate will be equal to $(D/E) - 1$, where:

D = The CPI value published in December of the calendar year immediately preceding the first January 1st adjustment date; and

E = The initial CPI value shown on page 1.

Subsequent reserve value adjustment rates will be calculated on each subsequent January 1st. Each subsequent reserve value adjustment rate will be equal to $(F/G) - 1$, where:

F = The CPI value published in December of the calendar year immediately preceding the January 1st adjustment date; and

G = The CPI value published in December two calendar years preceding the January 1st adjustment date.

Payment Provisions

Scheduled Payments

The initial scheduled payment to be paid under this contract is shown on page 1. It is based on the payment mode and payment start date.

Scheduled payments due on or after each January 1st following the contract date will be adjusted for changes in the CPI as described in the Scheduled Payment Adjustment provision.

The scheduled payment will be reduced by any unscheduled payment in proportion to the amount of the reserve value deducted for the unscheduled payment, any related unscheduled payment charge and taxes.

If an unscheduled payment is taken, the scheduled payment beginning with the scheduled payment following the unscheduled payment will equal $A \text{ times } 1 - (B/C)$, where:

A = The scheduled payment prior to the unscheduled payment;

B = The amount of the unscheduled payment, any related unscheduled payment charge and any deduction for taxes; and

C = The reserve value immediately preceding the unscheduled payment.

You may not change the scheduled payment once this contract has been issued.

The Company reserves the right before each scheduled payment is paid to require proof you are living on the date payment is scheduled to be paid.

You are assuming all responsibility for claims against the Company arising out of any scheduled payment paid as directed by you.

Scheduled payments may not be commuted, transferred or assigned.

Scheduled Payment Adjustment

The scheduled payment will be adjusted each January 1st following the contract date. The scheduled payment adjustment is made before any deduction then due for a scheduled payment, an unscheduled payment, any related unscheduled payment charge and taxes. The scheduled payment adjustment can increase or decrease the scheduled payment depending on the change in the CPI value.

After the scheduled payment adjustment, the scheduled payment will be equal to $A + B$, where:

A= The scheduled payment in effect on December 31st of the calendar year preceding the January 1st adjustment date, after any deduction then due for an unscheduled payment, any related unscheduled payment charge and taxes; and

B= The applicable scheduled payment adjustment.

The scheduled payment adjustment will be equal to $A \text{ times } C$, where:

A= The scheduled payment in effect on December 31st of the calendar year preceding the January 1st adjustment date, after any deduction then due for an unscheduled payment and any related unscheduled payment charge and taxes; and

C= The applicable scheduled payment adjustment rate.

The first scheduled payment adjustment rate will be calculated on the January 1st immediately following the contract date. The first scheduled payment adjustment rate will be equal to $(D/E) - 1$, where:

D = The CPI value published in December of the calendar year immediately preceding the first January 1st adjustment date; and

E = The initial CPI value shown on page 1.

In no case will the first scheduled payment adjustment rate be less than zero.

Subsequent scheduled payment adjustment rates will be calculated on each subsequent January 1st. Each subsequent scheduled payment adjustment rate will be equal to $(F/G) - 1$, where:

F = The CPI value published in December of the calendar year immediately preceding the January 1st adjustment date; and

G = The greater of the CPI value published in December two calendar years preceding the January 1st adjustment date and the initial CPI value.

In no case will the scheduled payment adjustment rate result in a scheduled payment less than the applicable guaranteed minimum scheduled payment.

The scheduled payment adjustment can increase or decrease the scheduled payment, depending on changes in the CPI value. A decrease in the CPI value will not reduce the scheduled payment below the applicable guaranteed minimum scheduled payment. By guaranteeing a minimum scheduled payment, any decreases in the CPI value that are not applied to the scheduled payment will be used to offset future increases in the CPI value by not changing the scheduled payment until the cumulative increases exceed any cumulative decreases. In the year that cumulative increases in the CPI value exceed any cumulative decreases, the scheduled payment will be increased only to the extent the cumulative increases in the CPI value exceed the cumulative decreases.

continued

Payment Provisions (continued)

Guaranteed Minimum Scheduled Payment

The initial guaranteed minimum scheduled payment is equal to the initial scheduled payment as shown on page 1. The guaranteed minimum scheduled payment will be reduced by unscheduled payments in proportion to the amount of the reserve value deducted for the unscheduled payment, any related unscheduled payment charge and taxes.

If an unscheduled payment is taken, the guaranteed minimum scheduled payment following the unscheduled payment will equal $A \times (1 - (B/C))$, where:

A = The guaranteed minimum scheduled payment prior to the unscheduled payment;

B = The amount of the unscheduled payment, any related unscheduled payment charge and any deduction for taxes; and

C = The reserve value immediately preceding the unscheduled payment.

In no event will a scheduled payment be less than the applicable guaranteed minimum scheduled payment.

Unscheduled Payments

You may take an unscheduled payment at any time up to the reserve value less any related unscheduled payment charge and any deduction for taxes.

During the unscheduled payment charge period, you may take unscheduled payments of up to 10% of the reserve value each contract year without an unscheduled payment charge. Unscheduled payments in excess of 10% of the reserve value in a contract year will be subject to an unscheduled payment charge.

Unscheduled payments reduce the scheduled payments and the guaranteed minimum scheduled payment in proportion to the amount of the reserve value deducted for the unscheduled payment, any related unscheduled payment charge and taxes.

You assume all responsibility for claims against the Company arising out of any unscheduled payment paid as directed by you.

If the deduction for an unscheduled payment and related unscheduled payment charge and any deduction for taxes reduces the reserve value to zero, then this contract will terminate.

Unscheduled Payment Charge Period

The unscheduled payment charge period is the number of contract years during which an unscheduled payment charge is applied to unscheduled payments taken in excess of 10% of the reserve value in each contract year. The unscheduled payment charge period is shown in the schedule below. After the unscheduled payment charge period, no unscheduled payment charges apply.

Unscheduled Payment Charge Schedule

Unscheduled payment charges are a percentage of the reserve value taken in excess of 10% in each contract year. The unscheduled payment charge percentage may vary by the contract year in which the unscheduled payment is made. The unscheduled payment charge percentages are shown in the table below.

Unscheduled Payment Charge Schedule	
Contract Years	Charge Percentage
[1	7%]
[2	7%]
[3	7%]
[4	6%]
[5	5%]
[6	4%]
[7	3%]
[8+	0%]

Waiver of Unscheduled Payment Charges for Terminal Illness and Nursing Home Confinement

After the first contract anniversary and subject to the terms of this provision, you may elect to receive an unscheduled payment without incurring an unscheduled payment charge if the Annuitant or Joint Annuitant is:

1. Diagnosed with a terminal illness after the contract date; or
2. Confined to a nursing home facility. Confinement must be for at least 30 consecutive days. The Annuitant's or Joint Annuitant's confinement must begin after the first contract anniversary.

The amount available for an unscheduled payment will be determined on the date of the unscheduled payment as:

1. The reserve value; less
2. Any deduction for taxes.

We must receive a written request from you to pay the benefit under this provision. The reserve value will be reduced by the amount of your unscheduled payment and any related taxes. If the reserve value is reduced to zero, the contract will terminate.

Terminal Illness

A terminal illness is defined as when a licensed physician has diagnosed the Annuitant's or Joint Annuitant's life expectancy to be twelve months or less.

The Annuitant's or Joint Annuitant's terminal illness must be diagnosed by a licensed medical doctor (M.D.) or a licensed doctor of osteopathy (D.O.). The M.D. or D.O. must be practicing within the scope of his or her license. The doctor may not be the Annuitant or Joint Annuitant. The M.D. or D.O. cannot be the Annuitant's or Joint Annuitant's spouse, child, parent, grandparent, grandchild, sibling or in-law.

The terminal illness diagnosis must be confirmed in writing to us by the attending licensed physician.

Nursing Home Facility

An eligible nursing home facility is an institution or special nursing unit of a hospital which meets at least one of the following three requirements:

1. It is Medicare approved as a provider of skilled nursing care services; or
2. It is licensed as a skilled nursing home or facility, an intermediate care facility, or a hospice facility by the jurisdiction in which it is located; or
3. It meets all of the requirements listed below:
 - a. It is licensed as a nursing home by the state in which it is located;
 - b. Its main function is to provide 24-hour skilled, intermediate or custodial nursing care.
 - c. It is engaged in providing continuous room and board accommodations to three or more persons.
 - d. It is under the supervision of a Registered Nurse;
 - e. It maintains a daily medical record of each patient; and
 - f. It maintains control and documentation of all medications dispensed.

A nursing home facility does not include any facility owned or operated by the confined Annuitant or Joint Annuitant. It also does not include a facility owned or operated by the Annuitant's or Joint Annuitant's spouse, child, parent, grandparent, grandchild, sibling or in-law.

To be eligible for the benefit under this rider all of the following conditions must be satisfied:

1. The Annuitant's or Joint Annuitant's confinement must be prescribed by a licensed medical doctor (M.D.) or a licensed doctor of osteopathy (D.O.). The M.D. or D.O. must be practicing within the scope of his or her license. The doctor may not be the confined Annuitant or Joint Annuitant. The M.D. or D.O. can not be the Annuitant's or Joint Annuitant's spouse, child, parent, grandparent, grandchild, sibling or in-law.
2. The Annuitant's or Joint Annuitant's confinement must be medically necessary. The confinement must be:
 - a. Appropriate and consistent with the diagnosis in accordance with accepted standards of practice; and
 - b. Necessary to avoid adversely affecting the confined Annuitant's or Joint Annuitant's condition.Such a diagnosis must be confirmed in writing to us by the attending licensed physician.
3. We must receive proof in writing of the Annuitant's or Joint Annuitant's confinement.
4. You must request the benefit no later than 90 days after the date the confinement has ceased.

We reserve the right to require, at our expense, an examination by a physician of our choice to confirm the diagnosis. We also reserve the right to require documents from the Annuitant's or Joint Annuitant's attending physician that support the diagnosis. If there is a difference of opinion between the Annuitant's or Joint Annuitant's attending physician and our physician as to the diagnosis, we will require that a third opinion be obtained from a physician acceptable to you and to us. This third opinion will be obtained at our expense and will be mutually binding.

Protection Against Creditors

As permitted by law, funds held and payments paid under this contract shall not be subject to levy, attachment or other judicial process.

Benefit Provisions

Death of the Beneficiary(ies)

The interest of any beneficiary, other than an irrevocable beneficiary, who dies before the Annuitant(s), will belong to the Annuitant(s), unless otherwise provided.

Death of the Annuitant(s)

If the Annuitant dies (or both Annuitants die if the scheduled payment is based on the Annuitant and the Joint Annuitant) while this contract is in force, this contract will terminate and a death benefit, if any, will be payable to the beneficiary. The death benefit payable is the greater of:

1. The reserve value; or
2. The principal amount, less all scheduled and unscheduled payments, less any unscheduled payment charges, and less any deductions for taxes.

The death benefit amount will be determined on the date that the death benefit is processed. The death benefit will be payable to the beneficiary(ies) as named.

Termination of Contract if Unscheduled Payment Reduces Reserve Value to Zero

This contract will terminate if the deduction for an unscheduled payment, any related unscheduled payment charge and taxes reduces the reserve value to zero.

Upon such termination we will pay to you the greater of:

1. The principal amount, less all scheduled and unscheduled payments, less any unscheduled payment charges, and less any deductions for taxes; or
2. Zero.

If the Company makes any scheduled or unscheduled payments after the date this contract should have been terminated, any such payments made are recoverable by the Company. The Annuitant(s) and the Payee to whom such payments were made will be liable to the Company for the amount of such payments made.

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THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

CPI ADJUSTED FIXED IMMEDIATE ANNUITY PAYMENT OPTION RIDER

This Rider is made a part of the Contract to which it is attached. Except as stated in this Rider, it is subject to the provisions contained in the Contract. Coverage under this Rider begins on the Rider Date as shown on the Contract Benefit Data Page.

This optional Rider makes an annuity payment option available that provides Scheduled Payments, Unscheduled Payments, Inflation Protection and Death Benefit.

Consumer Price Index - Urban – (“CPI”)

The Consumer Price Index - Urban (CPI) is the non-seasonally adjusted U.S. City Average All Items Consumer Price Index for All Urban Consumers, as published by the U.S. Bureau of Labor Statistics. The Lincoln National Life Insurance Company (we, our, us) reserve the right to substitute an appropriate index for the CPI, if:

1. The CPI is discontinued, delayed or otherwise not available for this use; or
2. The composition, base or method of, calculating the CPI changes so that we deem it inappropriate for use.

CPI Value

The CPI Value published for the CPI will be used in the calculation of the Reserve Value CPI Adjustment and the Scheduled Payment CPI Adjustment.

The initial CPI Value is shown on the Contract Benefit Data Page. The initial CPI Value equals the CPI Value published in the calendar month immediately preceding the calendar month of the Rider Date.

Reserve Value

The Reserve Value is used to determine the amount available for Unscheduled Payments and Death Benefit, if any. The initial Reserve Value on the Rider Date equals the amount of the Contract Value allocated to the rider on the Rider Date less any deduction for premium taxes. The initial Reserve Value is shown on the Contract Benefit Data Page.

The Reserve Value after the Rider Date equals:

1. The Contract Value on the Rider Date; plus
2. Any Reserve Value CPI Adjustments; less
3. Any Scheduled Payments; less
4. Any Unscheduled Payments and related Unscheduled Payment Charges; less
5. Any deductions for premium taxes.

If the deduction for an Unscheduled Payment and related Unscheduled Payment Charge and any deduction for premium taxes reduces the Reserve Value to zero, then this Rider will terminate.

If the deduction for a Scheduled Payment and any deduction for premium taxes reduces the Reserve Value to zero, the Rider will not terminate but there will be no further Reserve Value or Reserve Adjustments.

Reserve Value CPI Adjustment

The Reserve Value CPI Adjustment is applied each January 1st following the Rider Date. The Reserve Value CPI Adjustment is made before any deduction then due for a Scheduled Payment, an Unscheduled Payment, any related Unscheduled Payment Charge and any premium taxes. The Reserve Value CPI Adjustment can increase or decrease the Reserve Value depending on the change in the CPI Value.

After the Reserve Value CPI Adjustment, the Reserve Value will be equal to A + B, where:

A = The Reserve Value on December 31st of the calendar year preceding the January 1st Adjustment Date, after any deduction then due for a Scheduled Payment, an Unscheduled Payment, any related Unscheduled Payment Charge and any premium taxes;

B = The applicable Reserve Value CPI Adjustment.

The Reserve Value CPI Adjustment will be equal to A times C, where:

A = The Reserve Value on December 31st of the calendar year preceding the January 1st Adjustment Date, after any deduction then due for a Scheduled Payment, an Unscheduled Payment, any related Unscheduled Payment Charge and any premium taxes;

C = The applicable Reserve Value CPI Adjustment Rate.

Reserve Value CPI Adjustment (continued)

The first Reserve Value CPI Adjustment rate will be calculated on the January 1st immediately following the Rider Date. The first Reserve Value CPI Adjustment Rate will be equal to $(D/E) - 1$, where:

D = The CPI Value published in December of the calendar year immediately preceding the first January 1st Adjustment Date; and

E = The initial CPI Value shown on Contract Benefit Data Page.

Subsequent Reserve Value CPI Adjustment Rates will be calculated on each subsequent January 1st. Each subsequent Reserve Value CPI Adjustment Rate will be equal to $(F/G) - 1$, where:

F = The CPI Value published in December of the calendar year immediately preceding the January 1st Adjustment Date; and

G = The CPI Value published in December two calendar years preceding the January 1st Adjustment Date.

Scheduled Payments

The initial Scheduled Payment to be paid under this Rider is shown on the Contract Data Page.

Scheduled Payments due on or after each January 1st following the Rider Date will be adjusted for changes in the CPI as described in the Scheduled Payment CPI Adjustment provision.

The Scheduled Payment will be reduced by any Unscheduled Payment in the same proportion that the amount of the Unscheduled Payment, any related Unscheduled Payment Charge and any premium taxes reduces the Reserve Value.

If an Unscheduled Payment is taken, the Scheduled Payment beginning with the Scheduled Payment following the Unscheduled Payment will equal $A \times 1 - (B/C)$, where:

A = The Scheduled Payment prior to the Unscheduled Payment;

B = The amount of the Unscheduled Payment, any related Unscheduled Payment Charge and any deduction for any premium taxes; and

C = The Reserve Value immediately preceding the Unscheduled Payment.

The Scheduled Payment frequency is shown on the Contract Data Page and may not be changed after the Rider Date.

The Owner shall assume all responsibility for claims against us arising out of any Scheduled Payment paid as directed by the Owner.

Scheduled Payments may not be commuted, transferred or assigned.

Scheduled Payment CPI Adjustment

The Scheduled Payment will be adjusted each January 1st following the Rider Date. The Scheduled Payment CPI Adjustment is made before any deduction then due for a Scheduled Payment, an Unscheduled Payment, any related Unscheduled Payment Charge and any premium taxes. The Scheduled Payment CPI Adjustment can increase or decrease the Scheduled Payment depending on the change in the CPI Value.

After the Scheduled Payment CPI Adjustment, the Scheduled Payment will be equal to $A + B$, where:

A = The Scheduled Payment in effect on December 31st of the calendar year preceding the January 1st Adjustment Date, after any deduction then due for an Unscheduled Payment, any related Unscheduled Payment Charge and any premium taxes; and

B = The applicable Scheduled Payment CPI Adjustment.

The Scheduled Payment CPI Adjustment will be equal to $A \times C$, where:

A = The Scheduled Payment in effect on December 31st of the calendar year preceding the January 1st Adjustment Date, after any deduction then due for an Unscheduled Payment and any related Unscheduled Payment Charge and any premium taxes; and

C = The applicable Scheduled Payment CPI Adjustment Rate.

Scheduled Payment CPI Adjustment (continued)

The first Scheduled Payment CPI Adjustment Rate will be calculated on the January 1st immediately following the Rider Date. The first Scheduled Payment CPI Adjustment Rate will be equal to $(D/E) - 1$, where:

D = The CPI Value published in December of the calendar year immediately preceding the first January 1st Adjustment Date; and

E = The initial CPI Value shown on the Contract Benefit Data Page.

In no case will the first Scheduled Payment CPI Adjustment rate be less than zero.

Subsequent Scheduled Payment CPI Adjustment Rates will be calculated on each subsequent January 1st. Each subsequent Scheduled Payment CPI Adjustment Rate will be equal to $(F/G) - 1$, where:

F = The CPI Value published in December of the calendar year immediately preceding the January 1st Adjustment Date; and

G = The greater of (a) the CPI Value published in December two calendar years preceding the January 1st Adjustment Date or (b) the initial CPI Value.

In no case will the Scheduled Payment CPI Adjustment Rate result in a Scheduled Payment less than the applicable Guaranteed Minimum Scheduled Payment.

The Scheduled Payment CPI Adjustment can increase or decrease the Scheduled Payment, depending on changes in the CPI Value. If the CPI Value falls below the initial CPI Value shown on the Contract Benefit Data Page, the Scheduled Payment will be set equal to the applicable Guaranteed Minimum Scheduled Payment and remain at that level until the CPI Value exceeds the initial CPI Value. In the year that the CPI Value exceed the initial CPI Value, the Scheduled Payment will be increased only to the extent the CPI Value exceed the initial CPI Value.

Guaranteed Minimum Scheduled Payment

The initial Guaranteed Minimum Scheduled Payment is equal to the initial Scheduled Payment as shown on the Contract Data Page. The Guaranteed Minimum Scheduled Payment will be reduced by the same proportion that the Unscheduled Payments any related Unscheduled Payment Charge and any premium taxes reduces the Reserve Value.

If an Unscheduled Payment is taken, the Guaranteed Minimum Scheduled Payment following the Unscheduled Payment will equal $A \times 1 - (B/C)$, where:

A = The Guaranteed Minimum Scheduled Payment prior to the Unscheduled Payment;

B = The amount of the Unscheduled Payment, any related Unscheduled Payment Charge and any deduction for premium taxes; and

C = The Reserve Value immediately preceding the Unscheduled Payment.

In no event will a Scheduled Payment be less than the applicable Guaranteed Minimum Scheduled Payment.

Unscheduled Payments

The Owner may request an Unscheduled Payment at any time up to the Reserve Value less any related Unscheduled Payment Charge and any deduction for premium taxes.

During the Unscheduled Payment Charge Period, the Owner may request an Unscheduled Payments of up to 10% of the Reserve Value each Rider Year without an Unscheduled Payment Charge. Unscheduled Payments in excess of 10% of the Reserve Value in a Rider Year will be subject to an Unscheduled Payment Charge.

Unscheduled Payments reduce the Scheduled Payments and the Guaranteed Minimum Scheduled Payment in the same proportion that the Unscheduled Payment, any related Unscheduled Payment Charge and any premium taxes, reduces the Reserve Value.

The Owner shall assume all responsibility for claims against the us arising out of any Unscheduled Payment paid to a third party as directed by the Owner.

Unscheduled Payment Charge Period

The Unscheduled Payment Charge Period is the number of Rider Years during which an Unscheduled Payment Charge is applied to Unscheduled Payments taken in excess of 10% of the Reserve Value in each Rider Year. The Unscheduled Payment Charge Period is shown in the schedule below. After the Unscheduled Payment Charge Period, no Unscheduled Payment Charges apply.

Unscheduled Payment Charge Schedule

Unscheduled Payment Charges are a percentage of the Reserve Value taken in excess of 10% in each Rider Year. The Unscheduled Payment Charge Percentage may vary by the Rider Year in which the Unscheduled Payment is made. The Unscheduled Payment Charge Percentages are shown in the table below.

Unscheduled Payment Charge Schedule	
Contract Years	Charge Percentage
[1	7%]
[2	7%]
[3	7%]
[4	6%]
[5	5%]
[6	4%]
[7	3%]
[8+	0%]

Waiver of Unscheduled Payment Charges for Terminal Illness and Nursing Home Confinement

After the first Rider Date Anniversary and subject to the terms of this provision, the Owner may request an Unscheduled Payment without incurring an Unscheduled Payment Charge if the Annuitant or Secondary Life is:

1. Diagnosed with a Terminal Illness after the Rider Date; or
2. Confined to a Nursing Home Facility. Confinement must be for at least 30 consecutive days. The Annuitant's or Secondary Life's confinement must begin after the first Rider Date Anniversary.

The amount available for an Unscheduled Payment will be determined on the date of the Unscheduled Payment as:

1. The Reserve Value; less
2. Any deduction for premium taxes.

We must receive a written request from the Owner to pay the benefit under this provision. The Reserve Value will be reduced by the amount of the Unscheduled Payment and any related premium taxes. If the Reserve Value is reduced to zero, the Rider will terminate.

Terminal Illness

A Terminal Illness is defined as when a licensed physician has diagnosed the applicable Annuitant's or Secondary Life's life expectancy to be twelve months or less.

The Annuitant's or Secondary Life's Terminal Illness must be diagnosed by a licensed Medical Doctor (M.D.) or a licensed Doctor of Osteopathy (D.O.). The M.D. or D.O. must be practicing within the scope of his or her license. The doctor may not be the Annuitant or Secondary Life. The M.D. or D.O. cannot be the Annuitant's or Secondary Life's spouse, child, parent, grandparent, grandchild, sibling or in-law.

The Terminal Illness diagnosis must be confirmed in a notice to us by the attending licensed physician

Nursing Home Facility

An eligible Nursing Home Facility is an institution or special nursing unit of a hospital which meets at least one of the following three requirements:

1. It is Medicare approved as a provider of skilled nursing care services; or
2. It is licensed as a skilled nursing home or facility, an intermediate care facility, or a hospice facility by the jurisdiction in which it is located; or
3. It meets all of the requirements listed below:
 - a. It is licensed as a nursing home by the state in which it is located;
 - b. Its main function is to provide 24-hour skilled, intermediate or custodial nursing care.
 - c. It is engaged in providing continuous room and board accommodations to three or more persons.
 - d. It is under the supervision of a Registered Nurse;
 - e. It maintains a daily medical record of each patient; and
 - f. It maintains control and documentation of all medications dispensed.

A Nursing Home Facility does not include any facility owned or operated by the confined Annuitant or Secondary Life. It also does not include a facility owned or operated by the Annuitant's or Secondary Life's spouse, child, parent, grandparent, grandchild, sibling or in-law.

To be eligible for the benefit under this Rider all of the following conditions must be satisfied:

1. The Annuitant's or Secondary Life's confinement must be prescribed by a licensed medical doctor (M.D.) or a licensed doctor of osteopathy (D.O.). The M.D. or D.O. must be practicing within the scope of his or her license. The doctor may not be the confined Annuitant or Secondary Life. The M.D. or D.O. can not be the Annuitant's or Secondary Life's spouse, child, parent, grandparent, grandchild, sibling or in-law.
2. The Annuitant's or Secondary Life's confinement must be medically necessary. The confinement must be:
 - a. Appropriate and consistent with the diagnosis in accordance with accepted standards of practice; and
 - b. Necessary to avoid adversely affecting the confined Annuitant's or Secondary Life's condition.

Such a diagnosis must be confirmed in a notice to us by the attending licensed physician.

1. We must receive proof in a notice of the Annuitant's or Secondary Life's confinement.
2. The Owner must request the benefit no later than 90 days after the date the confinement has ceased.

We reserve the right to require, at our expense, an examination by a physician of our choice to confirm the diagnosis. We also reserve the right to require documents from the Annuitant's or Secondary Life's attending physician that support the diagnosis. If there is a difference of opinion between the Annuitant's or Secondary Life's attending physician and our physician as to the diagnosis, we will require that a third opinion be obtained from a mutually acceptable physician. This third opinion will be obtained at our expense and will be mutually binding.

Death of Owner, Annuitant, or Secondary Life

If any Owner (who is not the Annuitant) dies while this Rider is in force, the holder of the rights of ownership may:

- 1. Terminate this Contract and receive the Death Benefit, if any, in a lump-sum; or
- 2. Continue this Contract in force and receive Scheduled Payments and Unscheduled Payments until the later of (i) the Death Benefit being reduced to zero (if the Annuitant and Secondary Life is not living at the time of the death of the Owner, this may necessitate a reduced final Scheduled Payment to reduce the Death Benefit to zero), or (ii) the death(s) of the Annuitant and any Secondary Life.

If the Annuitant dies (whether not the Annuitant is an Owner) while this Rider is in force, the holder of the rights of ownership may:

- 1. Terminate this Contract and receive the Death Benefit, if any, in a lump-sum; or
- 2. Continue this Contract in force and receive Scheduled Payments and Unscheduled Payments , less any Unscheduled Payment Charge until the later of (i) the Death Benefit being reduced to zero (this may necessitate a reduced final Scheduled Payment to reduce the Death Benefit to zero), or (ii) the death of any Secondary Life.

If the Secondary Life (who is not an Owner) dies while this Rider is in force, the holder of the rights of ownership may:

- 1. Terminate this Contract and receive the Reserve Value, if any, less any Unscheduled Payment Charges, in a lump-sum; or
- 2. Continue this Contract in force and receive Scheduled Payments and Unscheduled Payments , less any Unscheduled Payment Charge, until the later of (i) the Reserve Value being reduced to zero (this may necessitate a reduced final Scheduled Payment to reduce the Reserve Value to zero), or (ii) the death of the Annuitant.

Death Benefit means the greater of:

- a. The Reserve Value; or
- b. The Initial Reserve Value, less all Scheduled and Unscheduled Payments, less any Unscheduled Payment Charges

Termination of Rider if Unscheduled Payment Reduces Reserve Value to Zero

This Rider will terminate if the deduction for an Unscheduled Payment, any related Unscheduled Payment Charge and any premium taxes reduces the Reserve Value to zero. If the Reserve Value is reduced to zero and the sum of the Scheduled and Unscheduled Payments made, plus all unscheduled Payment Charges incurred, is less than the initial Reserve Value, we will pay the holder of the rights of ownership, the difference.

If we make any Scheduled or Unscheduled Payments after the date this Rider should have been terminated, any such payments made are recoverable by us. The Owner(s) or the holder of the rights of ownership will be liable to the Company for the amount of such payments made.

The Lincoln National Life Insurance Company


 A rectangular box containing a handwritten signature in cursive script that reads "Dennis R. Glass".

Dennis R. Glass, President

SERFF Tracking Number: JPFC-126061252 *State:* Arkansas
Filing Company: Lincoln National Life Insurance Company *State Tracking Number:* 41862
Company Tracking Number: 09-613 ETAL
TOI: A10 Annuities - Other *Sub-TOI:* A10.000 Annuities - Other
Product Name: Immediate Annuity Payout Option
Project Name/Number: /

Attachment "CBD-SI 2-09.DOC" is not a PDF document and cannot be reproduced here.

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Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Attachment: READCERT.pdf		
Bypassed - Item: Application Bypass Reason: Not used. Comments:	Item Status:	Status Date:

READABILITY CERTIFICATION

Company Name: _____

NAIC Number: _____

SUBJECT: _____

As an officer of _____ I hereby certify that the following form achieves a Flesch score that meets or exceeds requirements as follows:

<u>Form Number(s)</u>	<u>Flesch Score</u>
_____	_____
_____	_____
_____	_____
_____	_____

David Miceli
Manager, Annuity Product Compliance

Date