

SERFF Tracking Number: JPFC-126789331 State: Arkansas
 Filing Company: Lincoln National Life Insurance Company State Tracking Number: 46640
 Company Tracking Number: AE-227 (REV. 9/10)
 TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
 Product Name: Fixed Annuity Long-Term Care Rider
 Project Name/Number: /

Filing at a Glance

Company: Lincoln National Life Insurance Company

Product Name: Fixed Annuity Long-Term Care SERFF Tr Num: JPFC-126789331 State: Arkansas

Rider

TOI: A10 Annuities - Other

SERFF Status: Closed-Approved-
Closed State Tr Num: 46640

Sub-TOI: A10.000 Annuities - Other

Co Tr Num: AE-227 (REV. 9/10) State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Tracy Jackson, David
Miceli

Disposition Date: 09/01/2010

Date Submitted: 08/30/2010

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Not Filed

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: 09/01/2010

Explanation for Other Group Market Type:

State Status Changed: 09/01/2010

Deemer Date:

Created By: David Miceli

Submitted By: David Miceli

Corresponding Filing Tracking Number:

Filing Description:

Re: Individual Fixed Annuity Form

AE-227 (Rev. 9/10), Fixed Annuity Long-Term Care Rider

The Lincoln National Life Insurance Company

Group & NAIC #: 020-65676

We are submitting the above referenced Rider for your review and approval. This form is being filed to replace AE-227

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approved by your Department on February 12, 2010.

Form AE-227 (Rev. 9/10) will only be used in conjunction with the issue and delivery of form 06-608 with endorsement AE-235 and amendment AE-236 (Rev. 3/10) at this time, all 3 forms have been previously approved by your department. We may extend issuance of this Rider to other fixed or fixed indexed annuity products at a future date.

Form AE-227 (Rev. 9/10) is being filed to add further clarification to the language contained in 3 sections of the previously approved Form AE-227 – these changes do not impact the structure or pricing of the previously approved form. The following changes and additions have been made.

1. Added the following sentence as the second sentence of the first paragraph under the LTC Growth Benefit Definition. "The LTC Growth Benefit is not available for surrender, death benefit or annuitization."

2. The following changes have been made to the LTC Growth Benefit provision.

a. Removed "LTC Base Benefit" and replaced it with "Total LTC Benefits" in the () under the second paragraph.

b. Added the following as the last two paragraphs:

"Each time a LTC Growth Benefit is paid the LTC Growth Benefit will be reduced by the LTC Growth Benefit amount paid

Upon each withdrawal (other than withdrawal for Total LTC Benefits) the LTC Growth Benefit will be reduced as described in the Impact of Withdrawals (Other Than Withdrawals for Total LTC Benefits) section."

3. Added the following to the second sentence under the Impact of Withdrawals (Other Than Withdrawals for Total LTC Benefits) section: ", and the LTC Growth Benefit if any,."

We have bracketed certain items in the form, indicating their status as variable information, because they may change for new issues of the form in the future. It is our understanding that changes to these items will not require a new form filing. We confirm that these brackets will not actually appear on the forms as issued to customers.

The enclosed form is submitted in final printed format and is subject only to minor modifications in paper stock, ink, and adaptation to computer printing. This form contains no unusual or controversial features or language that deviates from normal insurance industry standards, and has a Flesch Readability Score of 57.49 . We trust that the information provided is satisfactory and look forward to your response. Should you require any additional information, please feel

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free to contact me directly at 1-800-258-3648 ext 5620 or via 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: \$20.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Lincoln National Life Insurance Company	\$20.00	08/30/2010	39095756
Lincoln National Life Insurance Company	\$30.00	08/31/2010	39134988

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	09/01/2010	09/01/2010

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	08/31/2010	08/31/2010	David Miceli	08/31/2010	08/31/2010

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Disposition

Disposition Date: 09/01/2010

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		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Form	Fixed Annuity Long-Term Care Benefit Rider		No

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 08/31/2010
Submitted Date 08/31/2010
Respond By Date 10/01/2010

Dear David Miceli,

This will acknowledge receipt of the captioned filing.

Objection 1

No Objections

Comment: Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$30.00 is received.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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Response Letter

Response Letter Status Submitted to State
Response Letter Date 08/31/2010
Submitted Date 08/31/2010

Dear Linda Bird,

Comments:

this is in response to your concern.

Response 1

Comments: We have submitted an additional \$30.00.

Related Objection 1

Comment:

Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$30.00 is received.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Please let us know if there is anything else you may need.

Sincerely,

David Miceli, Tracy Jackson

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Form Schedule

Lead Form Number: AE-227 (Rev. 9/10)

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	AE-227 (Rev. 9/10)	Policy/Cont Fixed Annuity Long-term Care Benefit Rider Certificate: Amendment, Insert Page, Endorsement or Rider	Revised	Replaced Form #: AE-227 Previous Filing #: JPFC-126428776	57.490	AE-227 _ FA LTC Rider_rev 9-10.pdf

LONG-TERM CARE BENEFITS RIDER

The following summary paragraph describes the primary benefits provided by this Long-Term Care Benefits Rider ("Rider"). Please read and review this Rider, the Annuity Contract ("Contract") to which this Rider is attached, the Long-Term Care Coverage Endorsement and the Amendment for Long-Term Care Benefits to understand fully the benefits provided and any limitations and exclusions.

Summary: This Rider provides for the monthly payment of benefits upon the Covered Life's receipt of Qualified Long-Term Care Services. There are two primary long-term care benefits provided by this Rider – the Acceleration Benefit and the Extension Benefit ("LTC Base Benefit(s)"). An additional long-term care benefit, the LTC Growth Benefit, may also be available. The Acceleration Benefit is payment to you from your Contract's Accumulation Value during the Acceleration Benefit Duration. After the Acceleration Benefit has been fully paid and the Acceleration Benefit has been reduced to zero, LTC Base Benefits will continue to be provided as the Extension Benefit. The Extension Benefit is payment to you by the Company during the Extension Benefit Duration. The LTC Growth Benefit is an additional payment that may be available to you from your Contract's Accumulation Value during the Acceleration Benefit Duration and the Extension Benefit Duration. There is a maximum LTC Base Benefit and a maximum LTC Growth Benefit that may be paid for each month and these maximums are called the Maximum Monthly LTC Base Benefit and the Maximum Monthly LTC Growth Benefit. Both the Maximum Monthly LTC Base Benefit and the Maximum Monthly LTC Growth Benefit are recalculated on each Rider Anniversary and each time a withdrawal (other than a withdrawal for LTC Base Benefits and LTC Growth Benefits) is made.

This Rider is made part of the Contract to which it is attached. Except as stated in this Rider, this Rider is subject to all the terms, provisions and conditions of the Contract ("Contract" may be referred to as "Policy") and the attached Long-Term Care Coverage Endorsement and the Contract Amendment for Long-Term Care Benefits.

The Company, in consideration of Rider Charges paid and the Owner's affirmations and agreement to the statements on the Contract Amendment for Long-Term Care Benefits attached to the Contract, agrees to provide the long-term care benefits described in this Rider during the time coverage is provided in accordance with, and subject to, all the terms, provisions and conditions of this Rider and the Contract to which it is attached including the Long-Term Care Coverage Endorsement and Contract Amendment for Long-Term Care Benefits.

READ THIS RIDER CAREFULLY.

LTC BASE BENEFIT(S) AND LTC GROWTH BENEFIT(S), IF ANY, ARE PROVIDED ON OR AFTER THE LTC COVERAGE EFFECTIVE DATE AS SHOWN ON THE RIDER SCHEDULE PAGE.

THIS RIDER ALONG WITH THE LONG-TERM CARE COVERAGE ENDORSEMENT DESCRIBES LONG-TERM CARE BENEFIT COVERAGE.

NOTICE TO OWNER

This Rider may not cover all of the costs associated with long-term care incurred by the Covered Life during the period of coverage. Carefully review all Contract, Rider and Long-Term Care Coverage Endorsement terms, provisions and conditions including limitations and exclusions.

TAXATION

This Rider, together with the Long-Term Care Coverage Endorsement and the Contract Amendment for Long-Term Care Benefits to which it is attached, is intended to be a Qualified Long-Term Care Insurance Contract under Section 7702B(b) of the Internal Revenue Code of 1986, as amended (the "Code"). The Pension Protection Act of 2006 extends long-term care coverage rules to coverage described in this Rider to Contracts issued after December 31, 1996, effective for tax years beginning after December 31, 2009. The Company considers Rider Charges that are deducted from the Contract, to be charges paid for long-term care coverage, which are excluded from gross income under section 72(e)(11) of the code. The Company also considers the benefits paid under this Rider that do not exceed the greater of: 1) the expenses actually incurred for Qualified Long-Term Care Services as described in the Long-Term Care Coverage Endorsement, or 2) a maximum per diem limit as prescribed by law, to be qualified long-term care coverage. Tax treatment of long-term care coverage may change, and you should always consult and rely on the advice of a qualified tax advisor.

Notice of 30 Day Right to Examine

The first page of the Contract has a "Right to Cancel Policy" provision. You may cancel the Contract and this Rider within 30 days or, if greater, the number of days contained in the "Right to Cancel Policy" provision of the Contract. Upon such a cancellation, any Rider Charges deducted will be restored to the Contract's Accumulation Value.

Who is Covered

This Rider provides long-term care benefit coverage for the Covered Life named on the Rider Schedule Page. This Rider does not provide long-term care benefit coverage for any other person.

Renewability

The long-term care benefit coverage provided under this Rider is guaranteed renewable. This Rider will terminate as described in the Termination of Rider provision of this Rider. The Company cannot cancel or reduce coverage provided by this Rider or change any terms of this Rider on its own, except in the future the Company may increase Rider Charges. Any increase in Rider Charges will be made on a class basis in a nondiscriminatory manner as described in the Rider Charges provision of this Rider.

Rider Date

The date this Rider is issued and is In Force. This Rider takes effect on the Rider Date. The Rider Date is shown on the Rider Schedule Page.

CAUTION

The issuance of this Long-Term Care Benefits Rider is based upon your affirmations and agreement to the statements on the Contract Amendment for Long-Term Care Benefits. A copy of the Contract Amendment for Long-Term Care Benefits was attached to this Rider when this Rider was delivered. If any statement(s) affirmed and agreed to is (are) incorrect or untrue, the Company has the right to deny payment of LTC Base Benefits and LTC Growth Benefits, if any, or rescind the entire Contract. The best time to clear up any questions about this Rider and long-term care benefit coverage is now, before a claim arises! If, for any reason, any of the statements are incorrect or untrue, contact the Company at the address on the front cover of your Contract.

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Definitions

Acceleration Benefit

The Acceleration Benefit is used for purposes of determining the LTC Base Benefit amount under this Rider during the Acceleration Benefit Duration and for determining the Acceleration Charge. The Acceleration Benefit is not available for surrender, death benefit or annuitization. The Acceleration Benefit may change subject to the terms, provisions and conditions of this Rider. The Initial Acceleration Benefit is shown on the Rider Schedule Page.

Acceleration Benefit Duration

The length of time under this Rider during which you will receive LTC Base Benefits from the Acceleration Benefit. The minimum Acceleration Benefit Duration is shown on the Rider Schedule Page.

Company

The Lincoln National Life Insurance Company.

Covered Life

The natural person whose life will be used to determine the benefits under this Rider. The Covered Life may not be changed on or after the Rider Date. The Annuitant under the Contract is the Covered Life. The Covered Life is shown on the Rider Schedule Page.

Deductible Period

The period of time during which this Rider does not provide LTC Base Benefits and LTC Growth Benefits, if any, as described in the Deductible Period provision of this Rider. The Deductible Period is shown on the Rider Schedule Page.

Extension Benefit

The Extension Benefit is used for purposes of determining the LTC Base Benefit amount under this Rider during the Extension Benefit Duration and for determining the Extension Charge. The Extension Benefit is not available for surrender, death benefit or annuitization. The Extension Benefit may change subject to the terms, provisions and conditions of this Rider. The Initial Extension Benefit is shown on the Rider Schedule Page.

Extension Benefit Duration

The length of time under this Rider during which you will receive LTC Base Benefits from the Extension Benefit. The minimum Extension Benefit Duration is shown on the Rider Schedule Page.

Full Benefit Date

The Full Benefit Date is the date after the Rider Date when the Owner can receive the Maximum Monthly LTC Base Benefit as shown on the Rider Schedule Page. If LTC Base Benefits are received before the Full Benefit Date, the Maximum Monthly LTC Base Benefit as shown on the Rider Schedule page will be reduced, but LTC Base Benefits are not reduced. The Full Benefit Date is shown on the Rider Schedule Page.

In Force

In effect and not cancelled, surrendered or terminated for any reason.

LTC Base Benefits

LTC Base Benefits consist of the Acceleration Benefit and Extension Benefit which provide approved payments provided under the terms of this Rider to the Owner for covered costs associated with long-term care expenses incurred by the Covered Life during the time coverage is provided under the terms of the Long-Term Care Coverage Endorsement.

LTC Coverage Effective Date

The earliest date that this Rider may provide LTC Base Benefits and LTC Growth Benefits, if any, subject to the Deductible Period. The LTC Coverage Effective Date is shown on the Rider Schedule Page.

LTC Growth Benefit

Is an amount that may be paid as an additional long-term care benefit in excess of the Acceleration Benefit and the Extension Benefit. The LTC Growth Benefit is not available for surrender, death benefit or annuitization. The LTC Growth Benefit provides approved payments under the terms of this Rider to the Owner for covered costs associated with long-term care expenses incurred by the Covered Life. The LTC Growth Benefit is paid for a calendar month only if the Total LTC Benefits requested for such calendar month exceed the payable Maximum Monthly LTC Base Benefit. If the Extension Benefit has been reduced to zero, the LTC Growth Benefit payable is not limited by the Maximum Monthly LTC Growth Benefit. The initial LTC Growth Benefit is shown on the Rider Schedule Page.

Maximum Monthly LTC Base Benefit

The maximum LTC Base Benefit that the Company will pay to the Owner for each calendar month under this Rider. The Maximum Monthly LTC Base Benefit is the maximum that applies to the Acceleration Benefit, the Extension Benefit, the Optional Nonforfeiture Benefit if elected, and the Contingent Nonforfeiture Benefit if applicable. The Maximum Monthly LTC Base Benefit may change subject to the terms, provisions and conditions of this Rider.

Maximum Monthly LTC Growth Benefit

The maximum LTC Growth Benefit amount that the Company will pay to the Owner for each calendar month under this Rider. The Maximum Monthly LTC Growth Benefit may change subject to the terms, provisions and conditions of this Rider.

Rider Anniversary

The same calendar day as the Rider Date, each calendar year.

Rider Quarter

The three month period between each Rider Quarterly Anniversary Day.

Rider Quarterly Anniversary Day

Rider Quarterly Anniversary Day occurs every three months as measured from the Rider Date.

Time Until the Full Benefit Date

The length of time in months from the Rider Date before the Owner can receive the Maximum Monthly LTC Base Benefit as shown on the Rider Schedule Page. The Time Until Full Benefit Date is shown on the Rider Schedule Page. If LTC Base Benefits are received after the LTC Coverage Effective Date but before the Full Benefit Date, then the Maximum Monthly LTC Base Benefit will be less than the Maximum Monthly LTC Base Benefit after the Full Benefit Date as shown on the Rider Schedule Page.

Total LTC Benefits

The LTC Base Benefit plus the LTC Growth Benefit, if any.

You

The Owner, and any Joint Owner.

Rider Charges

The Company will deduct an Acceleration Charge, an Extension Charge, and a Nonforfeiture Charge if any, (collectively called "Rider Charges") from the Accumulation Value of the Contract on each Rider Quarterly Anniversary Day. The first deduction for Rider Charges occurs at the end of the first Rider Quarter. Rider Charges will not change during the surrender charge period shown on the Contract Schedule Page. Rider Charges may change after the end of the surrender charge period shown on the Contract Schedule Page with at least 30 days Written Notice from the Company, subject to the terms, provisions and conditions of this Rider. Any decrease in the Maximum Monthly LTC Base Benefit due to withdrawals ("withdrawal" may be referred to as "surrender" in the Contract) from the Accumulation Value (other than withdrawals for Total LTC Benefits) will reduce Rider Charges proportionately.

1. Acceleration Charge

The Acceleration Charge will be equal to the Initial Acceleration Benefit adjusted for withdrawals multiplied by the Acceleration Charge Percentage divided by four. There will be no Acceleration Charge deducted once the Acceleration Benefit is reduced to zero.

Acceleration Charge Percentage

The Acceleration Charge Percentage on the Rider Date is based on the Covered Life's age [and sex] and the Acceleration Benefit Duration elected as shown on the Rider Schedule Page. The Initial Acceleration Charge Percentage is shown on the Rider Schedule Page. The Acceleration Charge Percentage is guaranteed during the surrender charge period shown on the Contract Schedule Page. **After the surrender charge period, the Company may, at its discretion, change the Acceleration Charge Percentage, subject to the terms, provisions and conditions of this Rider. Any such change will be made on a class basis in a nondiscriminatory manner and will be subject to approval by the state insurance authorities where the policy is delivered, as required by law.**

2. Extension Charge

The Extension Charge will be equal to the Initial Extension Benefit adjusted for withdrawals multiplied by the Extension Charge Percentage divided by four. There will be no Extension Charge deducted once the Acceleration Benefit is reduced to zero.

Extension Charge Percentage

The Extension Charge Percentage on the Rider Date is based on the Covered Life's age [and sex] and the Extension Benefit Duration elected as shown on the Rider Schedule Page. The Initial Extension Charge Percentage is shown on the Rider Schedule Page. The Extension Charge Percentage is guaranteed during the surrender charge period shown on the Contract Schedule Page. **After the surrender charge period, the Company may, at its discretion, change the Extension Charge Percentage, subject to the terms, provisions and conditions of this Rider. Any such change will be made on a class basis in a nondiscriminatory manner and will be subject to approval by the state insurance authorities where the policy is delivered, as required by law.**

3. Nonforfeiture Charge

There will be a Nonforfeiture Charge if the Optional Nonforfeiture Benefit is elected when this Rider was issued. There is no Nonforfeiture Charge if the Optional Nonforfeiture Benefit is not elected. The Nonforfeiture Charge will be equal to the Nonforfeiture Charge Percentage multiplied by the Initial Extension Benefit adjusted for withdrawals divided by four. There will be no Nonforfeiture Charge deducted once the Acceleration Benefit is reduced to zero.

Nonforfeiture Charge Percentage

The Nonforfeiture Charge Percentage on the Rider Date is shown on the Rider Schedule Page. The Nonforfeiture Charge Percentage is guaranteed during the surrender charge period shown on the Contract Schedule Page. **After the surrender charge period, the Company may, at its discretion, change the Nonforfeiture Charge Percentage, subject to the terms, provisions and conditions of this Rider. Any such change will be made on a class basis in a nondiscriminatory manner and will be subject to approval by the state insurance authorities where the policy is delivered, as required by law.**

Long-Term Care Benefits

Subject to the Limitations or Conditions on Eligibility for Benefits and the terms, provisions and conditions of this Rider, the Company will pay Total LTC Benefits. The total amount of the Total LTC Benefits paid for each calendar month cannot exceed the lesser of:

1. The Maximum Monthly LTC Base Benefit plus the Maximum Monthly LTC Growth Benefit; or
2. The Extension Benefit plus the LTC Growth Benefit.

Contract surrender charges do not apply to amounts paid for Total LTC Benefits.

Impact of Total LTC Benefits

Every Acceleration Benefit paid will reduce the Accumulation Value of the Contract, the Acceleration Benefit and the death benefit by the Acceleration Benefit amount paid.

The LTC Growth Benefit paid will reduce the Accumulation Value of the Contract, the death benefit and the LTC Growth Benefit by the LTC Growth Benefit amount paid.

When the Acceleration Benefit is reduced to zero, any LTC Base Benefit amount paid will then reduce the Extension Benefit by the LTC Base Benefit amount paid.

A LTC Base Benefit amount paid does not affect the Maximum Monthly LTC Base Benefit amount.

Deductible Period

The Deductible Period must be completely satisfied before Total LTC Benefits are payable. The Deductible Period must be satisfied only once. The Deductible Period will not begin until after the LTC Coverage Effective Date and must be satisfied only by days during which the Covered Life would otherwise be eligible to receive Total LTC Benefits. Such eligibility need not be incurred over consecutive days. The Deductible Period is shown on the Rider Schedule Page.

Benefit Duration(s)

The Acceleration Benefit Duration is shown on the Rider Schedule Page. The LTC Base Benefits attributable to the Acceleration Benefit can continue beyond the Acceleration Benefit Duration shown on the Rider Schedule Page if the Acceleration Benefit has not been reduced to zero before the end of the Acceleration Benefit Duration.

The Extension Benefit Duration is shown on the Rider Schedule Page. The LTC Base Benefits attributable to the Extension Benefit can continue beyond the Extension Benefit Duration shown on the Rider Schedule Page if the Extension Benefit has not been reduced to zero before the end of the Extension Benefit Duration.

Maximum Monthly LTC Base Benefit

The Maximum Monthly LTC Base Benefit after the Full Benefit Date is shown on the Rider Schedule Page.

The Maximum Monthly LTC Base Benefit is recalculated on each Rider Anniversary and each time a withdrawal (other than a withdrawal for Total LTC Benefits) is made.

At Rider issue and on each Rider Anniversary up until the Full Benefit Date, the Maximum Monthly LTC Base Benefit will equal $a / (b + c - d)$, where:

a = Acceleration Benefit immediately preceding the Rider Anniversary;

b = Acceleration Duration in months as shown on the Rider Schedule Page;

c = Time Until Full Benefit Date in months as shown on the Rider Schedule Page; and

d = Months since the Rider Date.

On each Rider Anniversary after the Full Benefit Date, the Maximum Monthly LTC Base Benefit will be equal to the Maximum Monthly LTC Base Benefit immediately preceding the Rider Anniversary.

You may elect to receive less than the Maximum Monthly LTC Base Benefit if you notify the Company in writing of the lesser amount you want to receive.

LTC Growth Benefit

The LTC Growth Benefit has no value on the Rider Date. The Initial LTC Growth Benefit on the Rider Date is zero and is shown on the Rider Schedule Page.

The LTC Growth Benefit is recalculated on each Rider Anniversary, each time a withdrawal (other than a withdrawal for Total LTC Benefits) is made, and each time a LTC Growth Benefit is paid.

The LTC Growth Benefit on each Rider Anniversary will be the greater of:

1. The Accumulation Value of the Contract less the Acceleration Benefit preceding any withdrawal; or
2. Zero.

Upon each withdrawal (other than withdrawals for Total LTC Benefits) the LTC Growth Benefit will be reduced as described in the Impact of Withdrawals (Other Than Withdrawals for Total LTC Benefits) section.

Each time a LTC Growth Benefit is paid the LTC Growth Benefit will be reduced by the LTC Growth Benefit amount paid.

continued

Long-Term Care Benefits (continued)

Maximum Monthly LTC Growth Benefit

The Maximum Monthly LTC Growth Benefit is recalculated on each Rider Anniversary and each time a withdrawal (other than a withdrawal for Total LTC Benefits) is made.

On a Rider Anniversary the Maximum Monthly LTC Growth Benefit will equal $e / ((f + g) / h)$, not to exceed the LTC Growth Benefit where:

e = LTC Growth Benefit immediately preceding the Rider Anniversary;

f = Current Acceleration Benefit;

g = Current Extension Benefit; and

h = Current Maximum Monthly LTC Base Benefit.

You may elect to receive less than the Maximum Monthly LTC Growth Benefit if you notify the Company in writing of the lesser amount you want to receive.

If the Extension Benefit has been reduced to zero, the LTC Growth Benefit payable is not limited by the Maximum Monthly LTC Growth Benefit or the type of Qualified Long-Term Care Services received. Any amount of LTC Growth Benefits will be payable, limited only by Benefit Eligibility and LTC Growth Benefits remaining.

Impact of Withdrawals (Other Than Withdrawals for Total LTC Benefits)

Any decrease in the Accumulation Value of the Contract due to withdrawals (other than withdrawals for Total LTC Benefits) will reduce the Maximum Monthly LTC Base Benefit, the Maximum Monthly LTC Growth Benefit, the Acceleration Benefit, the Extension Benefit, and the LTC Growth Benefit if any, as of the date of the withdrawal. If such a withdrawal is taken, the Maximum Monthly LTC Base Benefit, the Maximum Monthly LTC Growth Benefit, the Acceleration Benefit, the Extension Benefit, and, the LTC Growth Benefit if any, will be reduced by multiplying the above benefits by $(1 - (i / (j - k)))$; where:

i = The withdrawal, including any surrender charges;

j = The Accumulation Value of the Contract, less Rider Charges as of the same day as the withdrawal, but before any withdrawals for Total LTC Benefits; and

k = Any Total LTC Benefits paid at the same time the withdrawal is taken.

Optional Nonforfeiture Benefit

The Company will provide a continuation of LTC Base Benefit coverage, as paid-up Long-Term Care coverage (Optional Nonforfeiture Benefit Amount), if the following conditions are met and subject to the limitations below:

1. The Owner elected to include the Optional Nonforfeiture Benefit in this Rider when this Rider was issued; and
2. The Contract and this Rider have been In Force for at least [three years]; and
3.
 - a. The Contract and this Rider are surrendered by the Owner's written request; or
 - b. The Contract is annuitized by the Owner after the [5th] Contract Year and prior to age [95], provided the Owner is not receiving LTC Base Benefits on that date.

No claim for Optional Nonforfeiture Benefits may be submitted prior to the [7th Rider Anniversary] and prior to satisfaction of any remaining Deductible Period. All claims for Optional Nonforfeiture Benefits are subject to the terms, conditions and provisions of the Long-Term Care Coverage Endorsement.

The Optional Nonforfeiture Benefit Amount will be an amount equal to the greater of:

1. One month's Maximum Monthly LTC Base Benefit in effect as of the date the Owner surrenders or annuitizes the Contract not to exceed the remaining Extension Benefit base; or
2. An amount equal to the sum of the Extension Benefit Charges and Optional Nonforfeiture Charges paid for this Rider, less any Extension Benefits paid prior to the date the Owner surrenders or annuitizes the Contract.

The Owner, subject to the terms, provisions and conditions of this Rider, will receive LTC Base Benefits up to the Optional Nonforfeiture Benefit. The Optional Nonforfeiture Benefit Amount will be available until the Optional Nonforfeiture Benefit Amount has been exhausted. Once the Optional Nonforfeiture Benefit Amount has been exhausted, no further LTC Base Benefits are payable.

If the Contract is annuitized by the Owner after [five] years or prior to Age [95] and provided the Owner is not receiving Total LTC Benefits, the Contract and this Rider will be exchanged for a supplementary contract stating the annuity payment and implementing the terms of the Optional Nonforfeiture Benefit set forth in this Rider.

When the Contract is annuitized and the Contract is exchanged for a supplementary contract, the Optional Nonforfeiture Benefit will be available until the earlier of:

1. The date the Optional Nonforfeiture Benefit Amount has been exhausted; or
2. The date of death of the Payee named in the supplementary contract.

Once either one of the above events occurs, the Optional Nonforfeiture Benefit will no longer be available to the Payee.

The sum of any LTC Base Benefits paid while this Rider is In Force and any LTC Base Benefits paid under this Optional Nonforfeiture Benefit provision will not exceed the monthly maximum LTC Base Benefit which would have been paid if the Contract and this Rider had remained In Force.

There is no death benefit payable as a result of this Optional Nonforfeiture Benefit under the Contract, this Rider or any supplementary contract.

continued

Long-Term Care Benefits (continued)

Contingent Nonforfeiture Benefit

The Company will provide the Contingent Nonforfeiture Benefit described below if all the following conditions are met:

1. Optional Nonforfeiture Benefit is not elected;
2. The Extension Charge increases by a percentage equal to or greater than the applicable Percent Over Initial Charges shown in the table in the next column; and
3. The Contract is surrendered within 120 days after the sum of the current Rider Charges have increased.

No claim for Contingent Nonforfeiture Benefits may be submitted prior to the [7th Rider Anniversary] and prior to satisfaction of any remaining Deductible Period. All claims for Contingent Nonforfeiture Benefits are subject to the terms, conditions and provisions of the Long-Term Care Coverage Endorsement.

The maximum monthly Contingent Nonforfeiture Benefit under this provision will be the Maximum Monthly LTC Base Benefit in effect as of the date of termination of this Rider. The Contingent Nonforfeiture Benefit is the total amount available under this provision to pay LTC Base Benefits for the Covered Life. The Contingent Nonforfeiture Benefit will be an amount equal to the greater of:

1. One month's Maximum Monthly LTC Base Benefit in effect as of the date the Owner elects to terminate the Contract; or
2. An amount equal to the Extension Benefit Charges paid for this Rider, less any Extension Benefits paid.

The sum of the LTC Base Benefits paid while this Rider is In Force, if any, plus any LTC Base Benefits paid under this provision will not exceed the monthly maximum LTC Base Benefit which would have been paid if this Rider and the Contract had remained In Force.

Issue Age	Percent Over Initial Charges	Issue Age	Percent Over Initial Charges
29 and	200%	72	36%
30-34	190%	73	34%
35-39	170%	74	32%
40-44	150%	75	30%
45-49	130%	76	28%
50-54	110%	77	26%
55-59	90%	78	24%
60	70%	79	22%
61	66%	80	20%
62	62%	81	19%
63	58%	82	18%
64	54%	83	17%
65	50%	84	16%
66	48%	85	15%
67	46%	86	14%
68	44%	87	13%
69	42%	88	12%
70	40%	89	11%
71	38%	90 and Older	10%

continued

Long-Term Care Benefits (continued)

Total LTC Benefits as of Age [95]

If the Owner has reached Age [95] and the Owner is not receiving Total LTC Benefits as of that date, the Owner must elect an Annuity Payment Option guaranteed under the Contract or any other annuity payment option made available as agreed upon in writing by the Company. Unless otherwise agreed by the Company, Rider Charges will end, the remaining Extension Benefit will be in force paid-up Long-Term Care coverage, and all other Total LTC Benefits will be terminated.

If the Owner has reached Age [95] and the Owner is receiving Total LTC Benefits under this Rider, the Company will extend the Maturity Date and will continue to pay Total LTC Benefits. Total LTC Benefits will continue until the earlier of:

1. The death of the Covered Life;
2. All Total LTC Benefits have been reduced to zero (\$0);
3. Benefit Eligibility ends;
4. The Contract is terminated; or
5. The Owner makes an election to annuitize the Contract under an annuity payment option.

Within 90 days of the last Total LTC Benefit payment before (2) or (3) above, the Owner must annuitize the Contract, subject to the terms, provisions and conditions of the Contract. Any remaining Extension Benefit will be paid-up Long-Term Care coverage.

Any Total LTC Benefit paid pursuant to this provision will be subject to all the terms, provisions and conditions of this Rider and the Long-Term Care Coverage Endorsement.

Effect of Rider on Contract Provisions

Annuitant and Owner Changes

While this Rider is In Force, the Annuitant and Owner provisions of the Contract are revised to provide that the Owner may not change the Owner or the Annuitant.

Effect of Total LTC Benefits on the Accumulation Value of the Contract

While this Rider is In Force, the Surrender provision in the Contract is revised to provide that if the Accumulation Value of the Contract is reduced to less than \$2,000.00 as a result of the payment of Total LTC Benefits, the Company will not exercise its right to terminate the Contract and the Contract will remain In Force. If the Accumulation Value of the Contract is reduced to zero as a result of the payment of LTC Base Benefits or LTC Growth Benefits, the Contract will remain In Force, subject to the terms, provisions and conditions of this Rider.

Continuation of Annuity Contract by Spousal Beneficiary Not Permitted

While this Rider is In Force, the Death Benefit Before Annuity Payments provision in the Contract is revised to provide that if the Beneficiary at the time of the Owner's death or Covered Life's death is the Owner's spouse, then a death benefit will be payable and the Owner's spouse may not choose to become the Owner and keep the Contract In Force.

General Rider Information

Conformity with State and Federal Law

If any provision of this Rider is in conflict with the state law where the Contract and this Rider are delivered or with federal law which pertains to Qualified Long-Term Care Insurance Contracts, such provision of this Rider is amended to conform to that law.

Assignment

While this Rider is in effect, the Owner may not sell or assign the Contract, nor may the Contract be discounted or pledged as collateral for a loan or as a security for the performance of an obligation or any other purpose.

Incontestability

A misrepresentation by the Owner or by the Covered Life in any application or the Contract Amendment for Long-Term Care Benefits for this Rider may be used to void or cancel the Contract and this Rider if the Contract Date and Rider Date are the same. If the Rider Date is later than the Contract Date, only this Rider may be voided or cancelled. During the first 6 months following the Rider Date, the Company may void or cancel this Rider only if the misrepresentation was material to the issuance of this Rider. After the first 6 months but before the end of the first 24 months, following the Rider Date the Company may void or cancel this Rider only if the misrepresentation was material to both the issuance of this Rider and the claim for which benefits are being sought. After this Rider has been In Force for 24 months following the Rider Date, the Company may void or cancel this Rider only if the Company can show that the relevant facts relating to the health of the Covered Life were knowingly and intentionally misrepresented. No benefits will be paid under this Rider if this Rider is voided or cancelled.

continued

General Rider Information (continued)

Misstatement of Age or Sex

If the Covered Life's age or sex has been misstated, the Company will adjust the Rider Charges to the amounts that would have applied based on the Covered Life's correct age and sex.

If the Contract Date and Rider Date are the same, and if the Contract and this Rider would not have been issued at the correct age and sex, the Contract and this Rider will be cancelled and the Company will refund all premiums paid less any prior withdrawals, related charges and Total LTC Benefits paid. If the Rider Date is later than the Contract Date only this Rider will be cancelled and the Company will refund all related charges less Total LTC Benefits paid. Once terminated, no LTC Base Benefits or LTC Growth Benefits are payable.

Representations

In the absence of fraud, any statement made by the Owner or the Covered Life in any application and Contract Amendment for Long-Term Care Benefits will be deemed to be a representation and not a warranty. Such statement may not be used in defense of a claim, unless the statement is contained in a signed, written application or Amendment for Long-Term Care Benefits for this Rider.

No-Lapse Guarantee

The Contract will not terminate if the Accumulation Value of the Contract is less than the quarterly Rider Charges for this Rider.

Termination of Rider

If the Contract Date and Rider Date are the same, coverage under this Rider is contingent upon the Company receiving a fully signed Contract Amendment for Long-Term Care Benefits. The Contract and this Rider will terminate [45] days after the Contract Date if the duplicate copy of the Contract Amendment for Long-Term Care Benefits is not signed by the Owner and the Covered Life, if different, and returned to and received by the Company at its administrative office within [45] days after the Contract Date. If the Rider Date is later than the Contract Date, only this Rider will terminate.

This Rider will also terminate upon the earliest of:

- a. The date a death benefit is paid under the Contract;
- b. The date the Contract or the Rider is terminated by the Owner's written request and subject to the terms of the Optional Nonforfeiture Benefit, if elected;
- c. The date of death of the Covered Life;
- d. The date the Extension Benefit and LTC Growth Benefit are reduced to zero; and
- e. The date Annuity Payments begin under the Contract and subject to the terms of the Optional Nonforfeiture Benefit, if elected.

If this Rider is terminated, the Contract will also be terminated.

If the Contract is terminated, the Rider will also be terminated.

Signed for by the Company.

The Lincoln National Life Insurance Company

A handwritten signature in black ink, enclosed in large square brackets. The signature appears to read "Chas A. Brantley" with a stylized flourish at the end.

Secretary

SERFF Tracking Number: JPFC-126789331 State: Arkansas
Filing Company: Lincoln National Life Insurance Company State Tracking Number: 46640
Company Tracking Number: AE-227 (REV. 9/10)
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
Product Name: Fixed Annuity Long-Term Care Rider
Project Name/Number: /

Supporting Document Schedules

Item Status:

Status

Date:

Satisfied - Item: Flesch Certification

Comments:

Attachment:

AR READCERT Officer.pdf

READABILITY CERTIFICATION

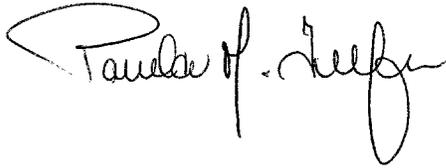
Company Name: _____

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>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



Pamela Telfer
Assitant Vice President, Product Compliance

Date