

SERFF Tracking Number: JPFC-127814055 State: Arkansas
Filing Company: The Lincoln National Life Insurance Company State Tracking Number:
Company Tracking Number: AE-246
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
Product Name: Lifetime Income Edge Plus Rider
Project Name/Number: /

Filing at a Glance

Company: The Lincoln National Life Insurance Company

Product Name: Lifetime Income Edge Plus SERFF Tr Num: JPFC-127814055 State: Arkansas

Rider

TOI: A10 Annuities - Other

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

Sub-TOI: A10.000 Annuities - Other

Co Tr Num: AE-246

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Tracy Jackson, David
Miceli

Disposition Date: 02/13/2012

Date Submitted: 02/08/2012

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

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 02/13/2012

State Status Changed: 02/13/2012

Deemer Date:

Created By: Tracy Jackson

Submitted By: Tracy Jackson

Corresponding Filing Tracking Number:

Filing Description:

Individual Fixed Annuity Form

AE-246, Guaranteed Lifetime Withdrawal Benefit ("GLWB") Rider

Guaranteed Lifetime Withdrawal Benefit Schedule Page (Single Covered Life & Joint Covered Life)

The Lincoln National Life Insurance Company

NAIC # 65676; FEIN 35-0472300

Dear Sir or Madam:

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Enclosed for your review and approval are final print copies of the above referenced forms, which are new and not intended to replace any form previously submitted to or approved by your Department.

Upon approval, Form AE-246 will be available for issuance with previously approved Fixed Indexed Annuities for new issues and in force business. If these forms are added to inforce contracts, they can only be added on the contract anniversary. We also reserve the right to make the Rider available on any subsequently approved Fixed Indexed Annuities.

Form AE-246 provides that the Owner may withdraw, each Benefit Year, an amount up to the Lifetime Benefit Amount, for the lifetime(s) of the Covered Life(s), if certain conditions are met. There will be an annual charge for this rider.

There are two Guaranteed Lifetime Withdrawal Benefit Rider Schedule Pages (Single Covered Life and Joint Covered Life). Only one will be issued with the rider. These Schedule Pages will be added as a continuation of the Contract's current schedule page. They will have the same form number of the schedule page of the base product it will be attached.

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.

Forms AE-246 is being filed in all jurisdictions where The Lincoln National Life Insurance Company is licensed to do business. To the best of our knowledge, these forms meet all the requirements of your state and will be issued in manner that is not unfairly discriminatory.

Forms AE-246 contains no unusual or controversial features that vary from normal industry standards, and achieves a Flesch Readability Score of 50. Forms AE-246 was submitted in our domiciliary state of Indiana and is pending approval.

Your prompt review and approval consideration will be greatly appreciated. Please call me at 800/458-5299, extension 4178 or email me at tracy.jackson@lfg.com if there are questions.

Company and Contact

Filing Contact Information

Tracy Jackson, Compliance Analyst
100 N. Greene St.
MC - 5095

tracy.l.jackson@lfg.com
800-458-5299 [Phone] 4178 [Ext]
111-111-1111 [FAX]

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 Greensboro, NC 27401

Filing Company Information

The 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: \$50.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Lincoln National Life Insurance Company	\$50.00	02/08/2012	56173606

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	02/13/2012	02/13/2012

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Disposition

Disposition Date: 02/13/2012

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
Supporting Document	SOV		Yes
Form	Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider		Yes
Form	Guaranteed Lifetime Withdrawal Benefit Rider Schedule Page		Yes
Form	Guaranteed Lifetime Withdrawal Benefit Rider Schedule Page		Yes

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Form Schedule

Lead Form Number: AE-246

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	AE-246	Policy/Cont	Guaranteed Lifetime ract/Fratern al (GLWB) Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.000	AE-246.pdf
		Schedule Pages	Guaranteed Lifetime Withdrawal Benefit Rider Schedule Page	Initial		0.000	Linc Edge Plus Single CL Data Page 9-12-11.pdf
		Schedule Pages	Guaranteed Lifetime Withdrawal Benefit Rider Schedule Page	Initial		0.000	Linc Edge Plus Joint CL Data Page 9- 12-11.pdf

Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider

This Rider is part of the Contract (may be referred to as "Policy") to which it is attached.

This Rider guarantees that a Lifetime Benefit Amount can be withdrawn each Rider Year subject to the provisions of this Rider. Withdrawals may be referred to as "surrenders" in the Contract. The Lifetime Benefit Amount is guaranteed for the lifetime of the Covered Life or, if the Joint Covered Life Option is chosen, for the lifetime of the last survivor of the Covered Life and the Joint Covered Life, even if the Contract Accumulation Value has been reduced to zero, subject to the terms, conditions and provisions of this Rider.

Annual CPI Cap

The Annual CPI Cap is the maximum CPI Adjustment Rate credited. In no event will the CPI Adjustment Rate be greater than the Annual CPI Cap. The Annual CPI Cap is shown on the Rider Schedule Page

Covered Life

The Covered Life(s) is a natural person used to determine the benefits under this Rider. The Covered Life(s) is(are) shown on the Rider Schedule Page.

Covered Life Options

The Single Covered Life Option or Joint Covered Life Option chosen by the Owner is shown on the Rider Schedule Page. The Covered Life and the Joint Covered Life cannot be changed. The Covered Life and Joint Covered Life, if any, are shown on the Rider Schedule Page.

Consumer Price Index – ("CPI")

The Consumer Price Index (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 such that we consider it inappropriate for use.

CPI Value

The CPI Value is the published CPI used in the calculation of the CPI Adjustment Rate.

The Initial CPI Value is shown on the Rider Schedule Page. The Initial CPI Value equals the CPI Value published in the calendar month immediately preceding the calendar month of the Rider Date. Subsequent CPI Values equal the CPI Value published in December of each Rider Year.

CPI Adjustment Rate

The first CPI Adjustment Rate will be calculated on the January 1st immediately following the Rider Date. The first CPI Adjustment Rate will be equal to the lesser of the Annual CPI Cap for the portion of the year the Rider has been in force as shown on the Rider Schedule Page or $(A/B) - 1$, where:

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

B = The Initial CPI Value shown on the Rider Schedule Page.

Subsequent CPI Adjustment Rates will be calculated on each subsequent January 1st. Each subsequent CPI Adjustment rate will be equal to the lesser of the Annual CPI Cap as shown on the Rider Schedule Page or $(C/D) - 1$, where:

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

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

Payment of Premium

The maximum cumulative amount of additional premiums that may be paid is limited to the Premium Limitation Amount as shown on the Rider Schedule Page. This limitation is applicable if the Contract allows for premium payments after the Contract Date. Premiums after the 5th Rider Year can only be paid if approved by the Company.

Rider Anniversary

Rider Anniversary is the same calendar day as the Rider Date, each calendar year.

Rider Date

The Rider Date is shown on the Rider Schedule Page. The Rider Date is the date this Rider becomes part of the Contract.

Rider Year

The Rider Year is each consecutive 12-month period. The first Rider Year begins on the Rider Date. Thereafter, each Rider Year begins on a Rider Anniversary.

Withdrawals

A Withdrawal is an amount taken from the Contract before any applicable Market Value Adjustment (“MVA”), Surrender Charge or taxes deducted are applied.

When a Withdrawal is taken, the Contract Accumulation Value is reduced by:

1. The Withdrawal amount;
2. Any MVA;
3. Any Surrender Charge; and
4. Any taxes deducted.

A Withdrawal that reduces the Contract Accumulation Value to less than required under the Surrenders provision of the Contract while this Rider is in force will not be treated as a Withdrawal of the entire Contract Accumulation Value.

Income Withdrawal is a withdrawal and related taxes taken during a Contract Year that is less than or equal to the Lifetime Benefit Amount. The Owner must notify us in writing when a withdrawal is an Income Withdrawal. After the first Income Withdrawal is made, all Withdrawals up to the Lifetime Benefit Amount will be Income Withdrawals. Any amount above the Lifetime Benefit Amount will be a Non-Conforming Withdrawal. An Income Withdrawal cannot begin in a Rider Year when one or more Non-Conforming Withdrawals are made.

Any Free Partial Surrender available under the Contract is reduced by Income Withdrawals taken during the Rider Year.

An Income Withdrawal is not subject to any applicable MVA or Surrender Charge.

If the following conditions are met, remaining benefits will be paid in accordance with the terms of the Lifetime Benefit Payout Phase:

1. If the Contract Accumulation Value is reduced to zero; and
2. The Income Base is greater than zero.

The Withdrawal designated as the first Income Withdrawal will set the Income Base Rate at the attained age of the Covered Life or the younger attained age of the Covered Life or Joint Covered Life if the Joint Covered Life Option is chosen and if both the Covered Life and Joint Covered Life are living. If the Joint Covered Life Option is chosen and if either the Covered Life or Joint Covered Life is not living, then the attained age will be based on the age of the surviving Covered Life or Joint Covered Life.

Income Withdrawals cannot begin until age [50] for the Covered Life or age [50] for the younger attained age of the Covered Life or Joint Covered Life if the Joint Covered Life Option is chosen.

Non-Conforming Withdrawal is:

1. Any withdrawal (and any related MVA, Surrender Charge and taxes deducted) prior to the Owner(s) designating a withdrawal as the first Income Withdrawal; or
2. Any withdrawal in a Rider Year in excess of the Lifetime Benefit Amount.

A Non-Conforming Withdrawal will reduce Lifetime Benefit Amounts applicable to subsequent Rider Years through the reduction in the Income Base, as explained in the Income Base section.

A Non-Conforming Withdrawal taken during a Rider Year is subject to any applicable MVA, Surrender Charge and taxes deducted.

Income Base

The Income Base is used for purposes of determining the Lifetime Benefit Amount and Rider Charge. The Income Base is not available for surrender or annuitization. The Income Base is available for a death benefit, subject to the Rider Death Benefit provision. The Income Base will not be less than zero. The Income Base is subject to a \$[10,000,000] maximum of the combined Income Base (including any Guaranteed Amount, if applicable) values for all Company annuity contracts and annuity riders, including annuity contracts with an affiliated company, where a non-natural owner is the same, or for which the Annuitant and/or Joint Covered Life (“Covered Life” maybe referred to as “Secondary Life” under other contracts), if applicable, is a Measuring Life.

(continued)

Income Base (continued)

This Rider will terminate if the Income Base is reduced to zero.

The initial Income Base will be equal to the Contract Accumulation Value as of the Rider Date.

During a Contract Year, the Income Base will be recalculated when one of the following events occur:

1. **Additional Premium Payments and Associated Premium Bonus** – Any permitted additional premium payments and any associated premium bonus will increase the Income Base by the amount of the additional premium and the associated premium bonus at the time the additional premium payment and associated premium bonus are applied.
2. **Non-Conforming Withdrawal** – If a Non-Conforming Withdrawal is taken, the Income Base will be reduced by $A \times (B / C)$, where:
 - A = The Income Base in effect immediately before the Non-Conforming Withdrawal is taken;
 - B = The amount of the Non-Conforming Withdrawal and any related MVA, Surrender Charge and taxes deducted; and
 - C = The Contract Accumulation Value immediately after deductions of all Income Withdrawals and related taxes, but before deduction of the Non-Conforming Withdrawal.

The Income Base will be automatically recalculated on each Rider Anniversary after the Rider Date. The Income Base on the current Rider Anniversary will equal the greater of:

1. The Contract Accumulation Value on the current Rider Anniversary after the Rider Charge is deducted (This is an Automatic Annual Step-Up and the conditions of the Automatic Annual Step-Up provision, below apply.); or
2. $A - B + C$ where:
 - A = The Income Base immediately before the current Rider Anniversary;
 - B = Sum of the premiums paid and associated premium bonus, if any, between the previous Rider Anniversary and the current Rider Anniversary; and
 - C = The Enhancement.

Automatic Annual Step-Up – If an Automatic Annual Step-Up is applied, it will increase the Income Base to equal the Contract Accumulation Value.

On each Rider Anniversary, an Automatic Annual Step-Up will occur only if all of the following conditions are met:

1. The Contract Accumulation Value is greater than or equal to the Income Base; and
2. The Automatic Annual Step-Up would increase the Income Base at least as much as an Enhancement, if any, that may occur on such Rider Anniversary.

Future Automatic Annual Step-Ups may occur after the Owner has declined an Automatic Annual Step-Up.

If the Rider Charge Percentage increases in connection with an Automatic Annual Step-Up, the Owner may decline the increase by written Notice to the Company within 25 days of the effective date of the increase. If the Owner does decline the increase:

1. The Income Factor will be reduced to the Income Factor on the Rider Anniversary immediately before the increase; and
2. The Income Base will be reduced to the Income Base, plus any Enhancement, if applicable on the Rider Date immediately before the increase, subject to adjustments for Withdrawals and any permitted additional premium payments and any associated premium bonuses.

Enhancement - On each Rider Anniversary, if the four conditions stated below are met, the Income Base will automatically be increased by an Enhancement equal to the Income Base less any premium payments and any associated premium bonuses paid in the preceding Rider Year (except any premium payment paid within the first 90 days after the Rider Date), times the greater of:

1. The Enhancement Rate Percentage; or
2. The CPI Adjustment Rate.

There is an Enhancement if all of the following four conditions are met:

1. The preceding Rider Year is during the Enhancement Rate Guaranteed Period, which begins on the Rider Date;
2. Covered Life and Joint Covered Life, if any, are under age [85];
3. The Enhancement would increase the Income Base by more than the Automatic Annual Step-Up, if any, that may occur on such Rider Anniversary; and
4. No Income Withdrawals were taken during the preceding Rider Year.

The Enhancement Rate Guaranteed Period and Enhancement Rate Percentage are shown on the Rider Schedule Page.

Income Bonus Rate

The applicable Income Bonus Rate is shown on the Rider Schedule Page. The Income Bonus Rate is determined when the first Withdrawal, Income or Non-Conforming, is made. Once determined, the Income Bonus Rate will not change. There is no Income Bonus Rate until this Rider has been in force without a Withdrawal for [5] Rider Years from the Rider Date.

Income Factor

The Income Factor is used to determine the Lifetime Benefit Amount. The Income Factor is the sum of the Income Base Rate and the Income Bonus Rate, if any.

Prior to the first Income Withdrawal, the Income Factor is reset each Rider Year by adding the applicable Income Base Rate and any applicable Income Bonus Rate.

The applicable Income Base Rate is determined by the attained age on the date the first Income Withdrawal is designated.

Once the first Income Withdrawal is taken, the Income Factor is only redetermined when an Automatic Annual Step-Up occurs and is accepted by the Owner. If after the Income Factor is set, an Automatic Annual Step-Up occurs and is accepted by the Owner, the Income Base Rate will be reset based upon the age of the Covered Life or the younger attained age of the Covered Life or Joint Covered life if the Joint Covered Life Option is chosen and if both the Covered Life and Joint Covered Life are living. If the Joint Covered Life Option is chosen and if either the Covered Life or Joint Covered Life's is not living, then the attained age will be based on the age of the surviving Covered Life or Joint Covered Life, as shown on the Rider Schedule Page.

The Income Base Rates and Income Bonus Rates are shown on the Rider Schedule Page.

Nursing Home Income Factor

The Nursing Home Income Factor is an Income Factor that may be used to determine the Lifetime Benefit Amount in a Rider Year if a request for Nursing Home Income Factor is approved as described herein. Upon approval of a Nursing Home Income Factor, the Lifetime Benefit Amount will be equal to the Income Base (less any additional premium payments accepted within [12] twelve months prior to the Covered Life's Nursing Home confinement and during the Covered Life's Nursing Home confinement prior to the Nursing Home Income Factor being requested) times the Nursing Home Income Factor. The Income Bonus Rate will not apply when a Nursing Home Income Factor is requested. The Nursing Home Income Factor is shown on the Rider Schedule Page.

If no Income Withdrawal has been taken, a request for Nursing Home Income Factor may be submitted once the Covered Life or Joint Covered Life, if any, is at least age [65].

If an Income Withdrawal has been taken, a request for the Nursing Home Income Factor may be submitted after the Rider Anniversary following the Covered Life's or Joint Covered Life's, if any [65th] birthday.

The Nursing Home Income Factor shown on the Rider Schedule Page will be the Income Factor each Rider Year when all of the following conditions are met:

1. The Company is provided proof satisfactory to us that a Covered Life (the "Nursing Home Covered Life") has been confined to a Nursing Home, as defined, for at least one day of the applicable Rider Year, pursuant to a plan of care provided by a licensed health care practitioner. The Company reserves the right to require proof of the continuation of confinement under a current plan of care each Rider Year;
2. The Nursing Home Covered Life has not been confined to a Nursing Home within [12] twelve months before or [60] sixty months after the Rider Date; and
3. Confinement of the Nursing Home Covered Life has continued for at least [90] ninety consecutive days.

If the Joint Covered Life Option is chosen, the Nursing Home Income Factor may be requested based upon the qualifications of either the Covered Life or Joint Covered Life. However, after the Company has approved a request for the Nursing Home Income Factor, no subsequent request for the Nursing Home Income Factor may be based upon the other Covered Life.

Nursing Home

A Nursing Home is an institution or special nursing unit of a hospital, located in the United States, 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.

An institution which primarily provides residential facilities is not a Nursing Home.

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

Lifetime Benefit Amount

The Lifetime Benefit Amount is the maximum amount of Withdrawal that the Owner(s) may take from the Contract in each Rider Year while the Covered Life, or if the Joint Covered Life Option is chosen, the last survivor of the Covered Life and the Joint Covered Life, is alive without reducing Lifetime Benefit Amounts in subsequent Rider Years.

The Lifetime Benefit Amount is calculated at the beginning of each Rider Year. The Lifetime Benefit Amount is equal to the Income Base at the beginning of the Rider Year multiplied by the Income Factor. The Lifetime Benefit Amount remains the same throughout the Rider Year unless a Non-Conforming Withdrawal is made.

Lifetime Benefit Amount at Maturity Date

If the contract has reached the maturity date and the Owner is not receiving Lifetime Benefit amount payments as of the maturity date the Owner has a choice to elect an Annuity Payment Option guaranteed under the Contract or choose to receive payments as described in the Lifetime Benefit Payout Phase section. If the Owner chooses to enter the Lifetime Benefit Payout Phase, the Contract Accumulation Value will be reduced to zero.

If the contract has reached the maturity date and the Owner has been receiving Lifetime Benefit Amount payments under this rider, and the Contract Accumulation Value has not been reduced to zero, the Owner has a choice to continue receiving payments or choose to receive payments as described in the Lifetime Benefit Payout Phase. If the Owner chooses to enter the Lifetime Benefit Payout Phase, the Contract Accumulation Value will be reduced to zero.

Lifetime Benefit Payout Phase

If the Contract Accumulation Value is reduced to zero and the Income Base is greater than zero, the Contract will immediately enter the Lifetime Benefit Payout Phase. Alternatively, instead of receiving payments under the Lifetime Benefit Payout Phase, the Owner may choose either Option A or Option B, below, if the following conditions apply:

Option A. If the Guaranteed Minimum Cash Surrender Value is greater than zero, the Owner may surrender the Contract; or

Option B. If the Contract Guaranteed Minimum Nonsurrender Value is greater than zero, the Owner may annuitize the Contract.

If the Owner chooses either Option A or Option B, the Owner must notify us in writing 30 days from the date the Owner receive notification of entering the Lifetime Benefit Payout Phase.

(continued)

Lifetime Benefit Payout Phase (continued)

Lifetime Benefit Payout Phase

If the Owner does not choose Option A or Option B, then the following will apply:

1. The Contract and all endorsements and riders, attached to and made a part of the Contract, including this Rider, will terminate and the Contract will be exchanged for a supplemental contract that will be issued to the Owner. The supplementary contract defines the terms for payments. When the supplementary contract is issued, additional premium cannot be paid and will not be accepted by the Company.
2. Any remaining Lifetime Benefit Amount that the Owner has not taken for the current Rider Year will be paid to the Owner in a lump sum. Amounts attributable to Lifetime Benefit Amount for subsequent Rider Years will be paid periodically as described below.
3. The First Payment Date coincides with the next Rider Anniversary after the Lifetime Benefit Payout Phase Start Date. Subsequent Payment Dates occur on the same day of the month as the Rider Anniversary.

Payments will be made monthly starting on the First Payment Date and will continue to be made on each subsequent Payment Date, for as long as the Covered Life survives or, if the Joint Covered Life Option is chosen, for as long as at least one of the Covered Life and Joint Covered Life survive.

Upon the death of the Covered Life or, if the Joint Covered Life Option is chosen, upon death of the last survivor of the Covered Life and the Joint Covered Life, all payments stop and no further benefits are payable.

The amount of each monthly payment will be equal to the Lifetime Benefit Amount applicable to the Rider Year when the Contract entered the Lifetime Benefit Payout Phase, divided by 12.

Upon the approval of the Nursing Home Factor the amount of each monthly payment will be equal to the Nursing Home Income Factor times the income base applicable to the rider year when the Contract entered into the Lifetime Benefit Payout Phase, divided by 12.

If the Lifetime Benefit Amount is not large enough to provide a monthly payment of \$100, the Company reserves the right to change the payment frequency to make the payment at least \$100.

Rider Death Benefit

While this rider is in force, the beneficiary may choose either, but not both, the death benefit under the Death Benefit Before Annuity Payments Begin provision of the Contract (called the Contract death benefit) or the death benefit under this Rider Death Benefit provision (called the Rider death benefit). If the beneficiary chooses the Rider death benefit, then the death benefit under the Contract death benefit will not apply. If the beneficiary chooses the Contract death benefit, then the Rider death benefit will not apply.

If the beneficiary chooses the Rider death benefit, the death benefit will be payable in equal installments at the time we receive due proof of the Owner's or Joint Owner's death before annuity payments begin while this Contract is in force. A death benefit will be payable consisting of an amount equal to $A - B - C$, where:

A = Income Base as of the date of receipt of due proof of death;

B = Sum of the Income Withdrawals since the last Automatic Annual Step-Up. If no Automatic Annual Step-Up, then the sum of all Income Withdrawals since the Rider Issue Date; and

C = The reduction for Non-Conforming Withdrawals, as defined under Non Conforming Withdrawal section under the Income Base provision, since the receipt of due proof of death.

The Rider death benefit will be equal to $D / (E \times F)$, where:

D = The Rider death benefit;

E = The installment period in years (installment period must be at least 5 years but not greater than life expectancy, as defined by the Internal Revenue Service); and

F = The number of payments per year (that is, 1, 2, 4 or 12 payments).

If the beneficiary has chosen the Rider death benefit, the Company must receive due proof of death within 1 year of the date of death for the Rider death benefit to be available, otherwise the Rider death benefit is not available.

Rider Charge

The Initial Rider Charge Percentage is shown on the Rider Schedule Page. The Initial Rider Charge Percentage is guaranteed during the Initial Rider Charge Guarantee Period shown on the Rider Schedule Page.

The Company has the right to change the Rider Charge Percentage after the Initial Rider Charge Guarantee Period upon any Automatic Annual Step-Up of the Income Base to the Contract Accumulation Value. In no case will the Rider Charge Percentage exceed the Guaranteed Maximum Rider Charge Percentage. The Guaranteed Maximum Rider Charge Percentage is shown on the Rider Schedule Page.

The Rider Charge will be deducted from the Contract Accumulation Value at the end of each Rider Year while this Rider is in force, beginning with the first Rider Anniversary following the Rider Date. The Rider Charge will be equal $(A + B) \times C$, where:

A = The Income Base on the previous Rider Anniversary;

B = Sum of the premiums paid and associated premium bonus, if any, between the previous Rider Anniversary and the current Rider Anniversary; and

C = Rider Charge Percentage.

(continued)

Rider Charge (continued)

Rider Charge

The Rider Charge will be deducted from the Contract Accumulation Value after indexed and fixed interest is applied to the Contract Accumulation Value and before any Withdrawals are processed.

The Rider Charge will be deducted first from the Fixed Account. Only after the Fixed Account has been exhausted will any Rider Charge be deducted from the indexed accounts. Deductions from the indexed accounts will be made proportionally based on the indexed account values after indexed interest has been credited.

If the Contract Accumulation Value is reduced by a Non-Conforming Withdrawal to an amount that is no greater than the Rider Charge deducted on the previous Rider Anniversary, we reserve the right to terminate the Rider.

A pro-rata Rider Charge will be deducted upon termination of this Rider, except if the Contract is terminated due to death. The pro-rata Rider Charge will be: $A \times B \times (C / D)$; where:

A = Rider Charge Percentage;

B = Income Base on the previous Rider Anniversary;

C = Number of days since the previous Rider Anniversary; and

D = Number of days from previous Rider Anniversary to the next Rider Anniversary.

The Rider Charge may change due to an Automatic Annual Step-Up pursuant to the Automatic Annual Step-Up under the Income Base section, above. The Owner may decline any Automatic Annual Step-Up if the Rider Charge Percentage increases.

Subject to the terms, provisions and conditions of this Rider, the Company may, at its discretion, change the Rider Charge Percentage. Any such change will be made on a class basis in a nondiscriminatory manner.

Allocations of Fixed and Indexed Accounts

The Company reserves the right to impose restrictions on how the Contract Accumulation Value can be allocated among the available fixed account and indexed accounts. The Company will notify the Owner by written Notice at least 30 days prior to the Contract Anniversary Date on which restrictions are in effect.

Termination of Rider

This Rider will terminate on the earliest of the following events:

1. The date the Contract is annuitized or surrendered;
2. The date this Rider is terminated by the Owner's written request. However, this Rider must be in force for the minimum number of years as shown on the Rider Schedule Page before it can be terminated by the Owner, and can only then be terminated on a Rider Anniversary;
3. The date the Income Base is reduced to zero;
4. The date the Lifetime Benefit Payout Phase begins;
5. The date of death of the Covered Life or, if the Joint Covered Life Option is chosen, the date of death of the last survivor of the Covered Life and the Joint Covered Life; and
6. The date of a change of Owner/Joint Owner, except for the following:
 - a. Change of Ownership due to spousal continuation where provided by terms of the Contract; or
 - b. Addition of spouse as a Joint Owner; or
 - c. Removal of spouse as a Joint Owner; or
 - d. Change of Owner from a Trustee for the benefit of an individual to a new Trustee for the benefit of the same individual; or
 - e. Change of Owner from an individual to a Trustee for the benefit of the same individual; or
 - f. Change of Owner from a Trustee for the benefit of an individual to the same individual; or
7. The date the Contract is assigned.

Upon termination of this Rider, the benefits and charges with this Rider will terminate.

A pro-rata Rider Charge will be deducted from the Contract Accumulation Value upon termination, except if this Rider is terminated due to death.

All other terms and provisions of the Contract will remain in full force and effect.



Secretary

**GUARANTEED LIFETIME WITHDRAWAL BENEFIT (GLWB)
 RIDER SCHEDULE PAGE FOR POLICY NUMBER: [JP1001234]**

Rider Date: [February 1, 2012]

This Rider cannot be terminated by the Owner until it has been in force for at least [5] Contract Years. After this Rider has been in force for [5] Contract Years, the Owner can elect to terminate this Rider effective on the next Contract Anniversary.

Premium Limitation Amount: [\$100,000.00]

Covered Life: [John Smith]

Covered Life's Rider Issue Age and Sex: [50] [Male]

Covered Life Option: Single

Enhancement Rate Percentage: [4.00%]

Enhancement Rate Guarantee Period: [15 Years]

Initial CPI Value: [980]

Initial Rider Charge Percentage: [0.40%]

Initial Rider Charge Guarantee Period: [5 Years]

Guaranteed Maximum Rider Charge Percentage: [1.00%]

Annual CPI Cap: [15%]

**Single Covered Life Option
 Income Base Rates**

Attained Age of Covered Life as of 1st Income Withdrawal	Income Base Rates
[50-54]	[4.00%]
[55-59]	[4.50%]
[60-64]	[5.00%]
[65-69]	[5.50%]
[70-74]	[6.00%]
[75-79]	[6.50%]
[80-84]	[7.00%]
[85-89]	[7.50%]
[90-94]	[8.00%]
[95+]	[8.50%]

Nursing Home Income Factor

[10.00%]

Income Bonus Rates

If the first withdrawal occurs between Rider Years [1-5], the Income Bonus Rate is [0.00%].

If the first withdrawal occurs between Rider Years [6-10], the Income Bonus Rate is [0.50%].

If the first withdrawal occurs in Rider Years [11+], the Income Bonus Rate is [1.00%].

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**GUARANTEED LIFETIME WITHDRAWAL BENEFIT (GLWB)
 RIDER SCHEDULE PAGE FOR POLICY NUMBER: [JP1001234]**

Rider Date: [February 1 2012]

This Rider cannot be terminated by the Owner until it has been in force for at least [5] Contract Years. After this Rider has been in force for [5] Contract Years, the Owner can elect to terminate this Rider effective on the next Contract Anniversary.

Premium Limitation Amount: [\$100,000.00]

Covered Life: [John Smith]

Covered Life's Rider Issue Age and Sex: [60 Male]

Initial Rider Charge Percentage: [0.40%]

Joint Covered Life: [Jane Smith]

Initial Rider Charge Guarantee Period: [5 Years]

Joint Covered Life's Rider Issue Age and Sex: [60 Female]

Guaranteed Maximum Rider Charge Percentage: [1.00%]

Covered Life Option: Joint

Enhancement Rate Percentage: [4.00%]

Enhancement Rate Guarantee Period: [15 Years]

Initial CPI Value: [980]

Annual CPI Cap: [15%]

**Joint Covered Life Option
 Income Base Rates**

Attained Age of Covered Life as of 1st Income Withdrawal	Income Base Rates
[50-54]	[3.50%]
[55-59]	[4.00%]
[60-64]	[4.50%]
[65-69]	[5.00%]
[70-74]	[5.50%]
[75-79]	[6.00%]
[80-84]	[6.50%]
[85-89]	[7.00%]
[90-94]	[7.50%]
[95+]	[8.00%]

Nursing Home Income Factor

[10.00%]

Income Bonus Rates

If the first withdrawal occurs between Rider Years [1-5], the Income Bonus Rate is [0.00%].

If the first withdrawal occurs between Rider Years [6-10], the Income Bonus Rate is [0.50%].

If the first withdrawal occurs in Rider Years [11+], the Income Bonus Rate is [1.00%].

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SERFF Tracking Number: JPFC-127814055 State: Arkansas
 Filing Company: The Lincoln National Life Insurance Company State Tracking Number:
 Company Tracking Number: AE-246
 TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
 Product Name: Lifetime Income Edge Plus Rider
 Project Name/Number: /

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachment: READCERT Officer.pdf		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: not needed		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Life & Annuity - Acturial Memo		
Comments:		
Attachment: ACT MEMO - LINC Edge Plus Nationwide (final) 02-08-12.pdf		

	Item Status:	Status Date:
Satisfied - Item: SOV		
Comments:		
Attachments: Joint Variability Statement for AE-246.pdf Single Variability Statement for AE-246.pdf AE-246 Variability Statement.pdf		

Montana

READABILITY CERTIFICATION

Company Name: The Lincoln National Life Insurance Company

NAIC Number: 020-65676

SUBJECT: AE-246, Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider

As an officer of The Lincoln National Life Insurance Company 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>
<u>AE-246</u>	<u>50.00</u>
_____	_____
_____	_____
_____	_____



Pamela Telfer
Vice President, Product Compliance

February 3, 2012
Date

STATEMENT OF VARIABILITY

Lincoln National Life Insurance Company

NAIC # 65676 FEIN 35-0472300

Guaranteed Lifetime Withdrawal Benefit Schedule Page (Joint Covered Life)

used with AE-246

The following data has been shown within brackets in the above referenced form for reasons stated as follows

Page #	Bracketed Item	Explanation
4b	Policy Number	The contract number assigned to the contract to which this schedule page will be attached.
4b	Rider Date	The date rider becomes effective.
4b	5	This is the earliest the Owner can terminate the contract. We may change in the future on new issues. The range on future new issues will be 1-5 years.
4b	Premium Limitation Amount	The premium limits will range between \$25k and \$200k.
4b	Covered Life	The Covered Life's Name is based on the person named to be covered.
4b	Covered Life's Rider Issue Age and Sex	The Covered Life's issue age and sex will be based on the Covered Life under the Rider.
4b	Joint Covered Life	The Joint Covered Life is based on a second person named to be covered.
4b	Joint Covered Life's Rider Issue Age and Sex	The Joint Covered Life's issue age and sex is based on the Joint Covered Life under this Rider.
4b	Enhancement Rate Percentage	The Enhancement Rate Percentage is an additional amount that can increase the Income base. The Enhancement Rate Percentage will be between 1.00% and 10.00%.
4b	Initial CPI Value	The value of the CPI Index on the date the contract is issued
4b	Initial Rider Charge Percentage	The initial rider charge percentage will be assessed against the contract accumulation value during the Initial Rider Charge period. It will be assessed on the contract anniversary as long as this rider is in force. The rider charge will be between 0% and 1.00%.
4b	Initial Rider Charge Guarantee Period	A rider charge will be taken annually during the rider charge period. This can be change for new issues and will range from 3-10 years.
4b	Guaranteed Maximum Rider Charge Percentage	The guaranteed maximum rider charge percentage will be between 0% and 2%.
4b	Enhancement Rate Guarantee Period	The Enhancement Rate Guarantee Period is the length of time the Enhancement rate will be available. The Enhancement Rate Guarantee Period can be changed in the future for new issues and can be between 1-20 years.
4b	Annual CPI Cap	The annual CPI Cap is the maximum CPI Adjustment Rate credited and will be between 1% and 15%.
4b	Attained Age of Covered Life as of 1 st Income Withdrawal	This is the age when the first income withdrawal is taken.
4b	Income Base Rates	The income base rate will be set for each age between 2% and 10%.
4b	Nursing Home Income Factor	The Nursing Home Income Factor is an Income Factor that may be used to determine the Lifetime Benefit Amount in a Rider Year if a request for Nursing Home Income Factor is made. The Nursing Home Income Factor can be changed in the future for new issues and can be between 5.00% and 12.00%.
4b	Income Bonus Rates	There are three income bonus rates. This rate will be added to the income base rate to form the income factor. We may increase or decrease this rate for new issues. The range will be 0.10%-5%.
4b	Form Number	The Guaranteed Lifetime Withdrawal Benefit Rider Schedule Page will be added as a continuation of the Contract's current schedule page. It will have the same form number as of the product it will be attached.

STATEMENT OF VARIABILITY

Lincoln National Life Insurance Company

NAIC # 65676 FEIN 35-0472300

Guaranteed Lifetime Withdrawal Benefit Schedule Page (Single Covered Life) used with AE-246

The following data has been shown within brackets in the above referenced form for reasons stated as follows

Page #	Bracketed Item	Explanation
4b	Policy Number	The contract number assigned to the contract to which this schedule page will be attached.
4b	Rider Date	The date rider becomes effective.
4b	5	This is the earliest the Owner can terminate the contract. We may change in the future on new issues. The range on future new issues will be 1-5 years.
4b	Premium Limitation Amount	The premium limits will range between \$25k and \$200k.
4b	Covered Life	The Covered Life's name is based on the person named to be covered.
4b	Covered Life's Rider Issue Age and Sex	The Covered Life's issue age and sex will be based on the Covered Life under the Rider.
4b	Enhancement Rate Percentage	The Enhancement Rate Percentage is an additional amount that can increase the Income Base. The Enhancement Rate Percentage will be between 1.00% and 10.00%.
4b	Enhancement Rate Guarantee Period	The Enhancement Rate Guarantee Period is the length of time the Enhancement Rate will be available. The Enhancement Rate Guarantee Period can be changed in the future for new issues and can be between 1 - 20 years.
4b	Initial CPI Value	The value of the CPI Index on the date the contract is issued.
4b	Initial Rider Charge Percentage	The Initial Rider Charge Percentage will be assessed against the contract accumulation value during the Initial Rider Charge period. It will be assessed on the contract anniversary as long as this rider is in force. The rider charge will be between 0% and 1.00%.
4b	Initial Rider Charge Guarantee Period	A rider charge will be taken annually during the rider charge period. This can be change for new issues and will range from 3-10 years.
4b	Guaranteed Maximum Rider Charge Percentage	The guaranteed maximum rider charge percentage will be between 0% and 2%.
4b	Annual CPI Cap	The annual CPI Cap is the maximum CPI Adjustment Rate credited and will be between 1% and 15%.
4b	Attained Age of Covered Life as of 1 st Income Withdrawal	This is the age when the first income withdrawal is taken.
4b	Income Base Rates	The Income Base Rate will be set for each age between 2% and 10%.
4b	Nursing Home Income Factor	The Nursing Home Income Factor is an Income Factor that may be used to determine the Lifetime Benefit Amount in a Rider Year if a request for Nursing Home Income Factor is made. The Nursing Home Income Factor can be changed in the future for new issues and can be between 5.00% and 12.00%.
4b	Income Bonus Rates	There are three income bonus rates. This rate will be added to the income base rate to form the income factor. We may increase or decrease this rate for new issues. The range will be 0.10%-5%.
4b	Form Number	The Guaranteed Lifetime Withdrawal Benefit Rider Schedule Page will be added as a continuation of the contract's current schedule page. It will have the same form number as of the product it will be attached.

STATEMENT OF VARIABILITY

Lincoln National Life Insurance Company

NAIC # 65676 FEIN 35-0472300

Guaranteed Lifetime Withdrawal Benefit Rider - AE-246

The following data has been shown within brackets in the above referenced form for reasons stated as follows

Page #	Bracketed Item	Explanation
2	50	This is the age a Covered Life or Joint Covered Life must be for the income withdrawal can begin. This age range is 45-55.
2	\$10,000,000.00	The maximum amount of the combined Income Base.
3	85	This is the age that a Covered Life must be under to receive the enhancement. The age range is 75-85.
4	12	This is the number of months before the rider date the Covered Life cannot be confined to a Nursing Home. The range is 6 to 12 months.
4	65	This is the age a Covered Life or Joint Covered Life must be to submit a request for Nursing Home Income Factor
4	60	This is the number of months after the rider date the Covered Life cannot be confined to a Nursing Home. The range is 12-60 months.
4	90	This is the consecutive days the Covered Life is confined to a nursing home. The range can be 30-90 days