

OVERNIGHT TO:

MoneyGuard Streamlined Underwriting Unit
350 Church St
Hartford, CT 06103

MONEYGUARD® RESERVE TICKET

INSURED INFORMATION

First Name: _____ Last Name: _____ SSN: _____
 Address _____
 City: _____ State: _____ Zip: _____
 Gender: Male Female Smoker or Non-Smoker Date of Birth: _____

INSURED CONTACT INFORMATION - (This Information Will Be Critical To Complete The Underwriting Process!!)

Primary Phone Number: _____ ext. _____ Secondary Phone Number: _____

CONTRACT INFORMATION

Owner (if different than Insured): _____ Owner SSN: _____
 Beneficiary: _____ Relationship: _____ Beneficiary SSN: _____
 Contract State: _____ Specified Amount of Death Benefit: \$ _____
 Premium Frequency: Single Premium Annually Semi-Annually Quarterly Monthly (PAC/EFT)
 Premium Amount (indicate single premium amount or modal premium for flex pays): \$ _____
 Inflation Protection Option: Rejected Opt. 1: Simple Inflation Opt. 2: Compound Inflation
You will automatically receive Compound Inflation unless you select otherwise
 Benefit Duration: 2 yrs. (2+0) 3 yrs. (3+0) 4 yrs. (2+2) 5 yrs. (3+2) 6 yrs. (2+4) 7 yrs. (3+4)
Policy Dating: Note - Insured's Issue Age Will Be Determined By Age On The Date The Ticket Is Received By Lincoln

REPLACEMENT INFORMATION - (Required State Replacement Paperwork Must Be Submitted With Ticket) - Needs to be completed if client is replacing ANY kind of coverage or will be taking funds from another policy to pay the premium on the MoneyGuard Reserve contract.

Replacement: Yes No **If No, please proceed to the Financial Advisor Information Section**
 1035 exchange: Yes No
 Coverage being replaced: Long Term Care Life Ins. Annuity
 Replaced Policy Issued by (Company): _____ Contract Number: _____

FINANCIAL ADVISOR INFORMATION

First Name: _____ Last Name: _____ SSN/TIN: _____ Split % _____
 First Name: _____ Last Name: _____ SSN/TIN: _____ Split % _____
 First Name: _____ Last Name: _____ SSN/TIN: _____ Split % _____
 Primary Case Contact: _____ Phone: _____ Email: _____
NOTE: We will send all correspondence concerning this case to the address listed below. This includes where the policy is sent for the Financial Advisor to deliver to the client.
 Name: Agent Support Services, Inc.
 Address: 99 Park Avenue, 11th Floor
 City: New York State: NY Zip: 10016
 MGA/Firm associated with this business (if applicable): Agent Support Services, Inc.

I certify that my client has answered the 8 Pre-Screening questions and to the best of my knowledge he/she is a good candidate for MoneyGuard Reserve. In addition, I certify that I have presented my client with the Outline of Coverage (Required Disclosure Statement in NY) and Simplified Quote (Single Premium Only) or a fully signed illustration. If I have not submitted premium and TIA or replacement paperwork, my client and I have identified funds to purchase MoneyGuard Reserve and I have received authorization to move funds if my client is approved for coverage.

Signature of Agent

Date

FOR AGENT BROKER USE ONLY. NOT TO BE USED WITH THE PUBLIC.



Lincoln Life & Annuity Company of New York

Life Service Offices:
MoneyGuard®: 350 Church Street, Hartford, CT 06103 • (800) 238-6252
All Other Life Products: PO Box 21008, Greensboro, NC 27420-1008 • (800) 487-1485

AUTHORIZATION TO DISCLOSE POLICY INFORMATION

Letter of Notification:

In accordance with New York Insurance Department Regulation 60, please furnish the information needed for completing the enclosed Disclosure Statement.

Please forward the information to:

Agent or Broker's Name: _____

Address: _____

Agent or Brokers's Telephone Number: _____ Agent or Brokers's Fax Number: _____

I authorize the release of information on the below mentioned policy(ies), as is needed to complete New York's required Disclosure Statement. This authorization is valid until revoked by me in writing.

1) Policyowner's Signature Date Print Name of Policyowner
Address Policy Owner Date of Birth SSN
City State Zip Code

2) Policyowner's Signature Date Print Name of Policyowner
Address Policy Owner Date of Birth SSN
City State Zip Code

Replaced Company(ies) Information:

Name: _____

Address: _____

Phone: _____ Fax: _____

Replaced Policy(ies) Information:

Replaced Policy No. 1: _____ Replaced Policy No. 2: _____

Replaced Policy No. 3: _____ Replaced Policy No. 4: _____

Note to Agent or Broker: Provide one copy each to the replacing insurer identified at the top of this form, the policy owner, and for each replaced company identified at the bottom of this form.

Lincoln Life & Annuity Company of New York

A Stock Company

Executive Office: 100 Madison Street, Suite 1860, Syracuse, NY

Administrator Mailing Address: 350 Church Street, Hartford, Connecticut 06103-1106 (800) 962-1654

LONG-TERM CARE INSURANCE REQUIRED DISCLOSURE STATEMENT

For Convalescent Care Benefits Rider LR851 (8/05) and Extension of Benefits Rider LR852 (8/05), if applicable

CAUTION: The issuance of the Convalescent Care Benefits Rider and Extension of Benefits Rider, if applicable, described in this disclosure is based on your answers to the questions on your application for such rider(s). A copy of your application is enclosed. If your answers fail to include all material medical information requested, Lincoln Life & Annuity Company of New York has the right to deny benefits or rescind these rider(s). The best time to clear up any questions is now, before a claim arises! If, for any reason, any of your answers are incorrect, contact us at the Administrator Mailing Address shown above.

NOTICE TO OWNER: The riders described in this disclosure may not cover all of the costs associated with long-term care incurred by the Insured during the period of coverage. You are advised to carefully review all policy and rider limitations.

1. INDIVIDUAL COVERAGE.

The Convalescent Care Benefits Rider and Extension of Benefits Rider, if applicable, described in this disclosure statement are attached to, and made a part of, an individual life insurance policy issued in New York.

2. PURPOSE OF REQUIRED DISCLOSURE STATEMENT.

This disclosure statement provides a very brief description of the important features of the Convalescent Care Benefits Rider and Extension of Benefits Rider. You should compare this disclosure statement to outlines of coverage for other policies and riders available to you.

This is not an insurance contract, but only a summary of coverage. Only the riders and the individual life insurance policy to which they are attached contain the governing contractual provisions. This means that the riders and the policy set forth in detail the rights and obligations of both you and the insurance company. Therefore, if you purchase this coverage, or any other coverage, it is important that you **READ YOUR POLICY AND RIDERS CAREFULLY!**

3. TERMS UNDER WHICH THE RIDERS MAY BE RETURNED AND RIDER CHARGES REFUNDED.

These riders may be returned for any reason to the insurance agent through whom they were purchased or to us at the Administrator Mailing Address shown above within 30 days after you receive them. If returned, the rider(s) will be considered void from the beginning and we will refund all charges paid for these riders.

4. THIS IS NOT MEDICARE SUPPLEMENT INSURANCE.

If you are eligible for Medicare, review the Medicare Supplement Buyer's Guide available from us. Neither Lincoln Life & Annuity Company of New York nor its agents represent Medicare, the federal government or any state government.

5. LONG-TERM CARE INSURANCE.

Policies and riders of this category are designed to provide coverage for not less than twenty-four (24) consecutive months for each covered person on an expense incurred, indemnity, prepaid or other basis and provides coverage of all levels of care in a nursing home and home care benefits. In addition to nursing home and home care services, this rider also provides coverage for other necessary or medically necessary diagnostic, preventive, therapeutic, rehabilitative, maintenance, or personal care services provided in a setting other than an acute care unit of a hospital, such as in a nursing home, in the community, or in the home. These services are referred to as Covered Services and are more fully defined in the riders.

These riders provide coverage by reimbursing costs incurred by the Insured during the period of coverage for Covered Services, subject to the terms and conditions of the riders.

6. BENEFITS PROVIDED BY THESE RIDERS.

Benefits are provided under the Convalescent Care Benefits Rider until that rider's benefit limit has been reached. The Extension of Benefits Rider extends the benefits provided by the Convalescent Care Benefits Rider after the Convalescent Care Benefits Rider benefit limit has been reached.

We will pay an amount up to the maximum monthly benefit to reimburse the costs incurred by the Insured during the period of coverage for any Covered Service or combination of Covered Services listed below, subject to the terms and conditions of the rider then in effect. The benefits paid for any one month of Covered Services will not exceed the maximum monthly benefit for the rider then in effect. The total benefits paid will not exceed the benefit limit as defined in each rider. The benefit limit and maximum monthly benefit for the Convalescent Care Benefits Rider and for the Extension of Benefits Rider, if applicable, are shown in the table attached to this disclosure statement.

Benefits paid under the Convalescent Care Benefits Rider are subject to a 90 day deductible period during which time this rider does not provide certain benefits which would otherwise be payable, as described in the rider. This 90 day deductible period applies to all Covered Services listed below except for Bed Reservation, Caregiver Training, Care Planning Services, Respite Care Services, and Non-Continual Alternative Care Services.

Benefits paid under the Extension of Benefits Rider are not subject to a deductible period.

These riders will cover qualified long-term care services resulting from Alzheimer's Disease or demonstrable organic brain disease.

We will reimburse expenses incurred by the Insured for the following Covered Services to the extent that such services are qualified long-term care services:

INSTITUTIONAL BENEFITS

Assisted Living Facility Services

Services that are provided to the Insured while he or she is confined or living in an Assisted Living Facility. An Assisted Living Facility is a separate facility (or a specially dedicated wing of a facility) which is licensed as an Assisted Living Facility, if the state licenses such facilities. If the state does not license Assisted Living Facilities, then the facility must meet the other criteria described in the riders.

Bed Reservation

The expense incurred by the Insured to reserve the Insured's bed in a Nursing Home while he or she is temporarily absent during a stay in a Nursing Home and is charged to reserve accommodations. The temporary absence can be for any reason with the exception of discharge. This includes, but is not limited to, a hospital stay or spending holidays or other time with family. This benefit is limited to no more than 30 calendar days each policy year. The amount payable for this benefit cannot exceed 1/30th of the maximum monthly benefit of the rider then in effect for each day that the bed is reserved.

Nursing Home Care Services

Services that are provided to the Insured while he or she is confined to a Nursing Home. A Nursing Home is a facility or distinctly separate part of a hospital or other institution which is licensed by the appropriate state licensing agency as a Nursing Home, if the state licenses such facilities. If the state does not license Nursing Homes, then the facility must meet the other criteria described in the riders.

NON-INSTITUTIONAL BENEFITS

Adult Day Care Services.

A program for 6 or more individuals of social and health-related services provided during the day in a community group setting for the purpose of supporting frail, impaired elderly or other disabled adults who can benefit from care in a group setting outside the home.

Care Planning Services

Services provided for the Insured by a Care Planning Agency under the direction of the Licensed Health Care Practitioner. A Care Planning Agency is an agency or organization which is primarily engaged in providing care planning on behalf of its clients. The agency or organization must be licensed by the appropriate state licensing agency as a Care Planning Agency, if the state licenses such agencies. If the state does not license Care Planning Agencies, then the agency must meet the other criteria described in the riders.

Caregiver Training

Training given to the primary caregiver by a properly accredited medical or instructional institution or by a qualified individual such as a licensed nurse to provide the primary caregiver with the knowledge and skills necessary to care for the Chronically Ill Insured. The amount payable for this benefit is limited to no more than \$500 for all Caregiver Training provided while the Insured is covered under the Convalescent Care Benefits Rider and under the Extension of Benefits Rider, if applicable.

Home Health Care Services

Skilled nursing or other professional care services provided by a Home Health Care Agency at the Insured's place of residence which must be outside of a

hospital, a Nursing Home or an Assisted Living Facility. A Home Health Care Agency is an agency that is primarily engaged in providing residential health care services under policies and procedures established by a group of professionals, including at least one physician and one nurse. The agency must meet at least one of the licensing, accrediting or certification criteria described in the riders.

Hospice Services

Services given to provide palliative care to alleviate the physical, emotional, social, and spiritual discomforts of the Insured who is in the terminal phases of life. These services also include supportive care given to the primary caregiver and the Insured's immediate family.

Personal Care Services

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

Respite Care Services

Short-term care services provided for the Insured in an institution, in the home, or in a community-based program to provide temporary relief for the primary caregiver. Such services may be provided by skilled or unskilled persons. This benefit is limited to no more than 21 calendar days each policy year. The amount payable for this benefit cannot exceed 1/30th of the maximum monthly benefit of the rider then in effect for each day of Respite Care Services.

Alternative Care Services

Qualified long-term care services that are not covered under any of the Covered Services listed above, but which your Licensed Health Care Practitioner and we mutually agree would be appropriate to meet the Insured's long-term care needs. These services must be provided as an alternative to other Covered Services that would otherwise be required by the Chronically Ill Insured.

Non-Continual Alternative Care Services

Alternative Care Services which are received on a one-time basis, such as expenses for durable medical equipment or for modifications to the home to accommodate a wheelchair or other device. This benefit is limited to no more than one claim per calendar year.

ELIGIBILITY FOR PAYMENT OF BENEFITS

The following conditions must be met to qualify for benefits under these riders:

- a. To qualify for benefits under the Convalescent Care Benefits Rider, the total benefits paid under the Convalescent Care Benefits Rider must not have reached that rider's benefit limit.
- b. To qualify for benefits under the Extension of Benefits Rider:
 1. Payments for Covered Services under the Convalescent Care Benefits Rider must have reached that rider's benefit limit; and
 2. the total benefits paid to date under the Extension of Benefits Rider must not have reached that rider's benefit limit.
- c. The Licensed Health Care Practitioner must certify that the Insured is

Chronically Ill and that the illness is expected to continue for at least 90 days. Chronically Ill means that the Insured has been certified, within the preceding 12 months, by a Licensed Health Care Practitioner as:

1. Being unable to perform (without Substantial Assistance as defined below from another individual) at least 2 of the Activities of Daily Living described below, for a period of 90 days due to loss of functional capacity; or
 2. Requiring Substantial Supervision to protect the Insured from threats to health and safety due to Severe Cognitive Impairment, as defined below.
- d. The Licensed Health Care Practitioner must approve a plan of care in writing, prescribing services including Covered Services that are to be provided to the Insured. The Insured must receive the Covered Services prescribed under the approved plan of care while these riders are in force.
- e. At least once every 12 months thereafter, and for as long as the Insured continues to be Chronically Ill, the Licensed Health Care Practitioner must again:
1. certify that the Insured is Chronically Ill. If the Insured's chronic illness is due to loss of functional capacity, the Licensed Health Care Practitioner must again certify that the Insured's chronic illness is expected to continue for at least 90 days; and
 2. either approve a new plan of care, or reconfirm the existing plan of care in writing.

Activities of Daily Living are the 6 basic functional abilities which relate to the Insured's ability to live independently. They are:

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

Severe Cognitive Impairment means a loss or deterioration in the Insured's intellectual capacity that is:

- a. comparable to (and includes) Alzheimer's disease and similar forms of irreversible dementia; and

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

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

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

7. LIMITATIONS AND EXCLUSIONS.

Pre-Existing Conditions

These riders do not exclude pre-existing conditions.

Ineligible Facilities or Providers

These riders do not cover services provided by a facility or an agency that does not meet the rider definition for such facility or agency, except as provided under Alternative Care Services. These riders do not cover services provided by unlicensed providers, or services provided by a member of the Insured's immediate family or for which no charge is normally made in the absence of insurance. These riders do not cover services provided in facilities operated primarily for the treatment of mental or nervous disorders, which include neurosis, psychoneurosis, psychopathy, psychosis, or mental or emotional disease or disorder.

Ineligible Levels of Care

These riders do not cover services that do not constitute qualified long-term care services as defined in the riders.

Exclusions, Exceptions and Limitations

These riders will not pay benefits for:

- a. care provided in facilities operated primarily for the treatment of mental or nervous disorders, which include neurosis, psychoneurosis, psychopathy, psychosis, or mental or emotional disease or disorder. **This exclusion does NOT apply to qualifying stays or care resulting from Alzheimer's Disease or demonstrable organic brain disease;**
- b. treatment for alcoholism, drug addiction or chemical dependency (unless the drug addiction or chemical dependency is a result of medication taken in doses as prescribed by a physician);
- c. treatment arising out of an attempt at suicide or an intentionally self-inflicted injury;
- d. treatment provided in a Veteran's Administration or government facility, unless otherwise required by law;
- e. loss to the extent that benefits are provided under any of the following:

Medicare (including that which would have been payable but for the application of a deductible or a coinsurance amount), other governmental programs (except Medicaid), workers compensation laws, employer's liability laws, occupational disease laws, and motor vehicle no-fault laws;

- f. confinement or care received outside the United States and its possessions;
- g. services provided by a facility or an agency that does not meet the rider definition for such facility or agency, except as provided in the Alternative Care Services provision in the riders; and
- h. services provided by a member of the Insured's immediate family or for which no charge is normally made in the absence of insurance.

THESE RIDERS MAY NOT COVER ALL THE EXPENSES ASSOCIATED WITH YOUR LONG-TERM CARE NEEDS.

8. **RELATIONSHIP OF COST OF CARE AND BENEFITS.**

Because the cost of long-term care services will likely increase over time, you should consider whether and how the benefits provided under these riders may be adjusted.

The Extension of Benefits Rider provides for Optional Inflation Protection coverage. If you elect Optional Inflation Protection, the maximum monthly benefit and benefit limit for the Extension of Benefits Rider will automatically increase on each policy anniversary while the rider is in force. The amount of the annual increase will depend upon the Optional Inflation Protection option that is in effect. The available options are described below. The monthly rider charge and monthly Optional Inflation Protection charge will remain level and will not increase annually as the Extension of Benefits Rider's benefits increase.

If you do not elect Optional Inflation Protection, you will not be able to increase your benefits later. These riders do not provide a guaranteed option to buy additional insurance.

The available options are as follows:

Option 1. Simple Increases: If Option 1 is in effect, on each policy anniversary the maximum monthly benefit and benefit limit for the Extension of Benefits Rider will automatically increase by an amount equal to 3% of the rider's benefit limit at issue adjusted for withdrawals and loan activity.

Option 2. Compound Increases: If Option 2 is in effect, on each policy anniversary the maximum monthly benefit and benefit limit for the Extension of Benefits Rider will automatically increase by an amount equal to 5% of the rider's benefit limit at issue adjusted for withdrawals and loan activity, compounded by the number of years the policy has been in effect.

The chart below gives examples of the monthly Optional Inflation Protection charges for both Option 1 (Simple Increases) and Option 2 (Compound Increases) for the Extension of Benefits Rider. The example shown is for a maximum monthly benefit of \$3,000 with a 2 year Convalescent Care Benefits Rider duration and a 2 year Extension of Benefits Rider duration.

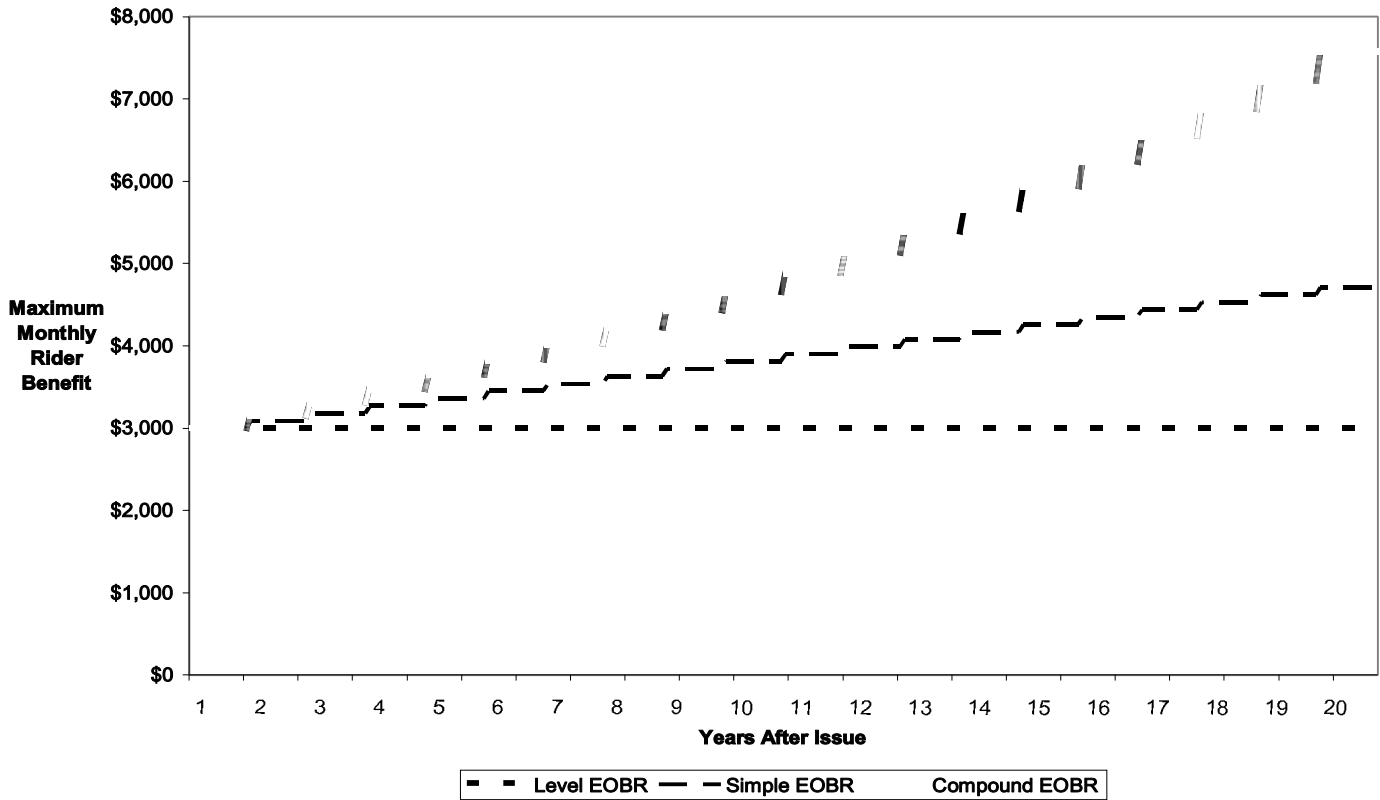
Your actual monthly Optional Inflation Protection charge will be different from the examples shown if you select a different combination of Convalescent Care Benefits Rider duration and Extension of Benefits Rider duration. We will quote

your Optional Inflation Protection charge based upon the rider durations and Optional Inflation Protection option, if any, you choose.

EOBR Monthly Optional Inflation Protection Charges for \$ 3,000 of Maximum Monthly Benefit Convalescent Care Benefits Rider ("CCBR") Duration is 2 Years Extension of Benefits Rider ("EOBR") Duration is 2 Years					
Issue Age	EOBR Inflation Protection		Issue Age	EOBR Inflation Protection	
	Option 1	Option 2		Option 1	Option 2
50	\$6.26	\$30.74	70	\$18.58	\$50.40
60	10.58	42.19	80	35.06	63.07

The chart below provides a comparison of the maximum monthly benefit provided by the Extension of Benefits Rider with the options available to you: level benefits (no Optional Inflation Protection); benefits that increase annually by 3% simple interest (Option 1: Simple Increases); and benefits that increase annually by 5% compound interest (Option 2: Compound Increases).

Extension of Benefits Rider (EOBR)



The monthly Optional Inflation Protection charge for the Extension of Benefits Rider, if applicable, will be calculated based on your age at issue, the rider's benefit limit at issue, the Convalescent Care Benefits Rider duration selected, the Extension of Benefits Rider duration selected, and the Optional Inflation Protection option selected. This charge will change only if the rider's benefit limit changes as a result of withdrawals or loan activity.

9. TERMS UNDER WHICH THESE RIDERS MAY BE CONTINUED IN FORCE OR DISCONTINUED.

Renewability

THE CONVALESCENT CARE BENEFITS RIDER IS GUARANTEED RENEWABLE. THE EXTENSION OF BENEFITS RIDER IS GUARANTEED RENEWABLE AND NONCANCELLABLE. This means that you have the right, subject to the terms of your policy and rider(s), to continue these riders in force for as long as your policy stays in force. Lincoln Life & Annuity Company of New York cannot change any of the terms of your rider(s) on its own and cannot increase the monthly rider charges or monthly Optional Inflation Protection charge, if applicable.

Right to Purchase a Long-Term Care Policy

Subject to the limitations and conditions described in the Right to Purchase a Long-Term Care Policy Endorsement, if applicable, you will become eligible for the right to purchase a qualified long-term care insurance policy as described in that endorsement without evidence of insurability under any of the following conditions: if long-term care coverage under the Extension of Benefits Rider is reduced as a result of indebtedness below the minimum required by New York State regulation; if the life insurance policy to which the Extension of Benefits Rider is attached lapses; if you request to terminate the Extension of Benefits Rider or the Convalescent Care Benefits Rider (this does not include return of either rider under the 30 Day Right to Return provision); or if the Extension of Benefits Rider terminates as a result of electing paid-up life insurance under the life insurance policy's Paid-Up Insurance provision.

10. RIDER CHARGES.

The monthly rider charges for the Convalescent Care Benefits Rider and the Extension of Benefits Rider, if applicable, and the monthly Optional Inflation Protection charge, if applicable, for the Extension of Benefits Rider, will be deducted each month from the cash value of the policy to which the riders are attached. These charges and the total annual rider charges are shown in the table attached to this disclosure statement, and will also be shown on the Policy Schedule of the issued policy.

We cannot increase the monthly rider charges or the monthly Optional Inflation Protection charge, if applicable, shown on the Policy Schedule of the issued policy. However, the monthly rider charges and the monthly Optional Inflation Protection Charge, if applicable, may change as a result of loans, withdrawals, or repayment of loans or loan interest, as described in the riders.

These riders do not contain provisions providing for a refund or partial refund of rider charges or the Optional Inflation Protection charge, if applicable, upon the death of the Insured or upon the surrender of the rider(s) or policy.

11. ADDITIONAL FEATURES.

Nonforfeiture

If you purchase the Extension of Benefits Rider, you have the option to also purchase a Nonforfeiture Benefit Rider for an additional charge (shown in the attached table, if applicable) which provides for a limited amount of paid-up long-term care insurance as described in that rider if the policy and the Extension of Benefits Rider have been in force for at least 3 years and the Extension of Benefits Rider terminates for any of the following reasons:

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

Any benefit payable under the Nonforfeiture Benefit Rider will be subject to a 90 day deductible period, as described in that rider. This 90 day deductible period applies to all Covered Services listed in paragraph 6 except for Bed Reservation, Caregiver Training, Care Planning Services, Respite Care Services, and Non-Continual Alternative Care Services.

Medical Underwriting

The issuance of these riders is subject to medical underwriting.

Federal Tax Consequences

The riders described in this disclosure statement are intended to be federally tax-qualified long-term care insurance contracts under Section 7702B(b) of the Internal Revenue Code of 1986, as amended.

Expected Benefit Ratio

The expected benefit ratio for the Extension of Benefits Rider is 69%. This ratio is the portion of future rider charges which the company expects to return as benefits, when averaged over all people with this policy and rider.

CONTACT THE STATE SENIOR HEALTH INSURANCE ASSISTANCE PROGRAM IF YOU HAVE GENERAL QUESTIONS REGARDING LONG-TERM CARE INSURANCE. CONTACT LINCOLN LIFE & ANNUITY COMPANY OF NEW YORK IF YOU HAVE SPECIFIC QUESTIONS REGARDING THE CONVALESCENT CARE BENEFITS RIDER OR EXTENSION OF BENEFITS RIDER DESCRIBED IN THIS DISCLOSURE STATEMENT.

**REQUIRED DISCLOSURE STATEMENT
TABLE**

Convalescent Care Benefits Rider ("CCBR") Monthly Rider Charge: \$ _____
CCBR Benefit Limit: \$ _____
CCBR Duration: _____ Years
Maximum Monthly CCBR Benefit: \$ _____

Extension of Benefits Rider ("EOBR")..... Monthly Rider Charge: \$ _____
EOBR Benefit Limit: \$ _____
EOBR Duration: _____ Years
Maximum Monthly EOBR Benefit: \$ _____

Optional Inflation ProtectionEOBR Monthly Inflation Charge: \$ _____
Option _____

Nonforfeiture Benefit Rider..... Monthly Rider Charge: ...\$ _____

TOTAL ANNUAL RIDER CHARGES: \$ _____

MoneyGuard® Reserve

Streamlined Underwriting Personal History Interview Instructions

PHI Instructions should be left with the client to prepare for the Personal History Interview. This information DOES NOT need to be sent back to Lincoln!

Dear valued prospective *MoneyGuard Reserve* client:

Preparing in advance for your telephone interview will expedite the interview process. Please complete the Pre-Interview Worksheet (immediately following this section) prior to your interview. Please allow at least 45 minutes to complete the interview. It will be beneficial for you to be in a place where you are alone and free from distractions.

If you are taking medication, please have your prescription bottles handy for the interview process, so that it will be easy for you to provide the name and dosage of the medication.

Please be prepared to confirm your social security number, and the social security numbers or tax I.D. numbers of the individuals/entities that will be the owner and beneficiary(ies).

Also, please be ready to confirm your existing life insurance policy information. We'll verify company names, coverage amounts, dates of issue, and if you are replacing the policies, the policy numbers.

You will be asked about your medical history including diagnoses, symptoms, and conditions for which you are or have been treated. Be sure you are prepared to give detailed information about your health.

This interview will require your participation in a series of memory exercises. The outcome of your application will be based on the information given during this interview only. Be sure you take your time and give it your full attention. Lincoln will not contact your doctor or access your medical records in order to make an underwriting offer.

We look forward to our upcoming conversation and thank you for applying for *MoneyGuard® Reserve*.

Lincoln Financial Group

Not a deposit
Not FDIC-insured
Not insured by any federal government agency
Not guaranteed by any bank or savings association
May go down in value

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www.LFD.com

Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates.

Affiliates are separately responsible for their own financial and contractual obligations.

LCN0708-2006887
MG-2349-07 POD 8/07
Order code: 33723

Pre-Interview Worksheet

Important Numbers

Your Social Security Number

Additional Owner Information

If you are not the owner of the policy, please provide the Tax ID or the Social Security number of whoever the owner will be.	Number
-------------------------------------------------------------------------------------------------------------------------------	--------

Existing Life Insurance Information

Please list every life insurance policy you currently have in force AND any life insurance you've applied for which has not yet been issued. Please use another piece of paper if there is not enough room in the space provided.

Company Name	Policy Number (if available)	Issue Date	Face Amount

Third Party Designation (to receive grace period of lapse notices)

Name	Address	Phone #

Beneficiary(ies)

	Beneficiary (1)	Beneficiary (2)
Name		
Social Security number		
Relationship		
Trust name		
Trustee name(s)		
Date of trust		
Contingent name		
Social Security number		
Relationship		

Medications

Please provide the following information about the prescription medication you are currently taking, including vitamins and herbal supplements.

Prescription name	Dosage and Frequency
1	
2	
3	
4	
5	
6	

Social History

Type of residence	Tobacco use	Alcohol use

Medical History

Please list any medical conditions you have or have ever been diagnosed with. Please use a separate sheet of paper if there is not enough room in the space provided.

Condition	Date of diagnosis	Symptoms	Type & date of treatment	Tests done & results	Date of last doctor visit
1					
2					
3					

Have you had to alter any of your daily activities? Please check Yes or No.

Do you need assistance with:

- | | | | | | |
|--------------------|----------------------------------------------------------|------------|----------------------------------------------------------|----------|----------------------------------------------------------|
| Cooking | <input type="checkbox"/> Yes <input type="checkbox"/> No | Continence | <input type="checkbox"/> Yes <input type="checkbox"/> No | Dressing | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Yard work | <input type="checkbox"/> Yes <input type="checkbox"/> No | Shopping | <input type="checkbox"/> Yes <input type="checkbox"/> No | Cleaning | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Carrying groceries | <input type="checkbox"/> Yes <input type="checkbox"/> No | | | | |

Do you participate in any recreational activities? If so, what are they?

If you have any of the following conditions, please be ready to provide the following information.

Breast Cancer	Size of tumor	Stage	Lymph node involvement	Type of treatment	
Prostate Cancer	Pre-treatment PSA	Gleason score	Stage	Type of treatment	Post-treatment PSA
Colon Cancer	Dukes staging	Lymph node involvement			
Diabetes	Age of diagnosis	Type of treatment	Fasting blood glucose	Blood HgA1C	Confirmation of any of the following: retinopathy, neuropathy, nephropathy
Coronary Heart Disease	Bypass surgery <input type="checkbox"/> Yes <input type="checkbox"/> No	How many vessels	Angioplasty with or without stent <input type="checkbox"/> Yes <input type="checkbox"/> No	Heart attack <input type="checkbox"/> Yes <input type="checkbox"/> No	Last stress test and results

Important disclosures. Please read.

MoneyGuard Reserve is a universal life insurance policy with a rider that accelerates the specified amount of death benefit to pay for covered long-term care expenses. An Extension of Benefits Rider (EOBR) is available to continue long-term care benefit payments after the entire specified amount of death benefit has been paid. The Return of Premium Rider (ROPR) is included at issue (single premium only). The cost for these riders will be deducted from the policy account value. **Guarantees are backed by the claims-paying ability of the issuer and are subject to policy terms and conditions.** This policy has exclusions and/or limitations.

MoneyGuard Reserve is issued by The Lincoln National Life Insurance Company, Fort Wayne, IN., on Policy Form LN850 (8/05), Convalescent Care Benefits Rider (CCBR) on Rider Form LR851 (8/05), Extension of Benefits Rider (EOBR) on Rider Form LR852 (8/05), and Return of Premium Rider (ROPR) on Rider Form LR850 (8/05). **The Lincoln National Life Insurance Company is not authorized, nor does it solicit business in the state of New York. Contractual obligations are backed by the claims-paying ability of The Lincoln National Life Insurance Company.**

For policies sold in New York, *MoneyGuard* Reserve is a flexible premium adjustable life (universal life) insurance policy issued by Lincoln Life & Annuity Company of New York, Syracuse, NY on Policy Form LN850 (8/05) with a Convalescent Care Benefits Rider (CCBR) on Rider Form LR851 (8/05), an Extension of Benefits Rider (EOBR) on Rider Form LR852 (8/05), a Terminal Illness Accelerated Death Benefit Rider on Rider Form LR853 (8/05), and a Return of Premium Rider (ROPR) on Rider Form LR850 (8/05). **Contractual obligations are backed by the claims-paying ability of Lincoln Life & Annuity Company of New York.**

Products and features, including benefits, exclusions, limitations, terms, and definitions, may vary by state.

MoneyGuard® Reserve

Prequalifying Tool

➤ Prequalifying Tool

Clients who have not been previously declined for long-term care coverage (by Lincoln or any other carrier) and can answer “NO” to ALL of the following questions are good candidates for MoneyGuard. All others should be directed to alternative solutions.

(Note: This form is to be used as a reference for you and does not need to be submitted to Lincoln.)

- | | NO | YES |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 1 Has your client ever been diagnosed with Alzheimer’s disease or dementia, or is he/she taking any medication for memory loss? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2 Does your client use a cane (any variety), walker, or wheelchair on a regular or intermittent basis? Is your client taking any narcotic drug or prescription pain medication on a regular basis? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3 Does your client have emphysema, Chronic Obstructive Pulmonary Disease (COPD), chronic lung disease, or congestive heart failure? Is he/she using oxygen for any reason? Is your client the recipient of an organ transplant? Is he/she on dialysis? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4 Has your client been diagnosed with Parkinson’s disease, multiple sclerosis, or muscular dystrophy? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5 Has your client been diagnosed with rheumatoid arthritis or are they taking methotrexate, prednisone, Enbrel, or Remicade for joint pain? Does your client have osteoporosis that is untreated or with a history of compression fractures or height loss of two inches or more? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6 In the past 6 months, has your client had a stroke, Transient Ischemic Attack (TIA), heart attack, heart or carotid artery surgery? Does your client have an implantable defibrillator? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7 Is your client currently being treated for cancer or have they had cancer diagnosed within the past three months (other than non-melanoma skin cancer)? | <input type="checkbox"/> | <input type="checkbox"/> |
| 8 Is your client currently collecting disability benefits of any kind? Does your client have a temporary or permanent handicap parking placard, plate, or sticker? | <input type="checkbox"/> | <input type="checkbox"/> |

NOTE: If your client has any surgery scheduled in the next two months, or if he/she has recently been advised to have surgery, you should wait to submit the case until the client is at least three months post-operation, fully recovered, back to 100% full activity, and released from doctors’ care.

Not a deposit
Not FDIC-insured
Not insured by any federal government agency
Not guaranteed by any bank or savings association
May go down in value

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LCN0708-2006885
 MG-2347-07 POD 8/07
 Order code: 33720



Important disclosures. Please read.

MoneyGuard[®] Reserve is a universal life insurance policy with a rider that accelerates the specified amount of death benefit to pay for covered long-term care expenses. An Extension of Benefits Rider (EOBR) is available to continue long-term care benefit payments after the entire specified amount of death benefit has been paid. The Return of Premium Rider (ROPR) is included at issue (single premium only). The cost for these riders will be deducted from the policy account value. **Guarantees are backed by the claims-paying ability of the issuer and are subject to policy terms and conditions.** This policy has exclusions and/or limitations.

MoneyGuard Reserve is issued by The Lincoln National Life Insurance Company, Fort Wayne, IN., on Policy Form LN850 (8/05), Convalescent Care Benefits Rider (CCBR) on Rider Form LR851 (8/05), Extension of Benefits Rider (EOBR) on Rider Form LR852 (8/05), and Return of Premium Rider (ROPR) on Rider Form LR850 (8/05). **The Lincoln National Life Insurance Company is not authorized, nor does it solicit business in the state of New York. Contractual obligations are backed by the claims-paying ability of The Lincoln National Life Insurance Company.**

For policies sold in New York, *MoneyGuard* Reserve is a flexible premium adjustable life (universal life) insurance policy issued by Lincoln Life & Annuity Company of New York, Syracuse, NY on Policy Form LN850 (8/05) with a Convalescent Care Benefits Rider (CCBR) on Rider Form LR851 (8/05), an Extension of Benefits Rider (EOBR) on Rider Form LR852 (8/05), a Terminal Illness Accelerated Death Benefit Rider on Rider Form LR853 (8/05), and a Return of Premium Rider (ROPR) on Rider Form LR850 (8/05). **Contractual obligations are backed by the claims-paying ability of Lincoln Life & Annuity Company of New York.**

Products and features, including benefits, exclusions, limitations, terms, and definitions, may vary by state.

For agent or broker use only. Not to be used with the public.

MoneyGuard® Reserve

Streamlined Underwriting Presale Checklist

Important disclosures. Please read.

MoneyGuard Reserve is a universal life insurance policy with a rider that accelerates the specified amount of death benefit to pay for covered long-term care expenses.

MoneyGuard Reserve is issued on Policy Form LN850 (8/05) and Convalescent Care Benefits Rider on Form LR851 (8/05) and state variations by The Lincoln National Life Insurance Company, Fort Wayne, IN. Products and features are subject to state availability. Not for use in MA and NY.

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LFD0610-2218 MG-1640-06 POD 10/06
Order #MGRSRV-CBK-LST



Requirement	Completed
1 Complete the eight pre-qualifying questions.	<input type="checkbox"/>
2 Provide a client-specific description of product performance. <ul style="list-style-type: none">• Obtain full illustration signed by representative and client or• Full Simplified quote (unsigned)	<input type="checkbox"/>
3 Obtain one of the following forms of client commitment. <ul style="list-style-type: none">• Signed Temporary Insurance Agreement (TIA) and check for at least 10% of premium or• Signed replacement forms or• Identification of the funds that will be used to purchase <i>MoneyGuard</i> Reserve and authorization to move those funds if approved for coverage	<input type="checkbox"/>
4 Explain the Underwriting process and expectations to client. <ul style="list-style-type: none">• Instruct them to complete PHI preparation tool	<input type="checkbox"/>
5 Complete all sections of the <i>MoneyGuard</i> Reserve ticket. <ul style="list-style-type: none">• Ticket needs to be signed only by the representative	<input type="checkbox"/>
6 Confirm that the representative has a <i>MoneyGuard</i> selling appointment with The Lincoln National Life Insurance Company.	<input type="checkbox"/>
7 Mail the following to <i>MoneyGuard</i> New Business or as otherwise instructed by your firm or MGA. <ul style="list-style-type: none">• Fully completed ticket• Signed full illustration or Unsigned Simplified quote• Signed TIA and check, if applicable• Signed replacement forms, if applicable	<input type="checkbox"/>
8 Give the following to your client. <ul style="list-style-type: none">• Copy of illustration or Simplified quote• Outline of Coverage• Personal History Interview (PHI) preparation tool• For replacements—a copy of Important Notice	<input type="checkbox"/>
9 Keep a copy of all information for the representative's file.	<input type="checkbox"/>

Any tickets that are not submitted in good order will result in delays in processing as the Underwriting process cannot begin until all requirements are received in good order by Lincoln's home office.

This checklist does not need to be submitted with the ticket but should be retained in the client's file.

For agent or broker use only. Not to be used with the public.



LINCOLN FINANCIAL GROUP® PRIVACY PRACTICES NOTICE

The Lincoln Financial Group companies* are committed to protecting your privacy. To provide the products and services you expect from a financial services leader, we must collect personal information about you. **We do not sell your personal information to third parties.** We share your personal information with third parties as necessary to provide you with the products or services you request and to administer your business with us. This notice describes our current privacy practices. While your relationship with us continues, we will update and send our Privacy Practices Notice as required by law. Even after that relationship ends, we will continue to protect your personal information. **You do not need to take any action because of this notice, but you do have certain rights as described below.**

INFORMATION WE MAY COLLECT AND USE

We collect personal information about you to help us identify you as our customer or our former customer; to process your requests and transactions; to offer investment or insurance services to you; to pay your claim; or to tell you about our products or services we believe you may want and use. The type of personal information we collect depends on the products or services you request and may include the following:

- **Information from you:** You give us information when you submit your application or other forms, such as your name, address, Social Security number; and your financial, health, and employment history.
- **Information about your transactions:** We keep information about your transactions with us, such as the products you buy from us; the amount you paid for those products; your account balances; and your payment history.
- **Information from outside our family of companies:** If you are purchasing insurance products, we may collect information from consumer reporting agencies such as your credit history; credit scores; and driving and employment records. With your authorization, we may also collect information from other individuals or businesses, such as medical information.
- **Information from your employer:** If your employer purchases group products from us, we may obtain information about you from your employer in order to enroll you in the plan.

HOW WE USE YOUR PERSONAL INFORMATION

We may share your personal information within our companies and with certain service providers. They use this information to process transactions you have requested; provide customer service; and inform you of products or services we offer that you may find useful. Our service providers may or may not be affiliated with us. They include financial service providers (for example, third party administrators; broker-dealers; insurance agents and brokers, registered representatives; reinsurers; and other financial services companies with whom we have joint marketing agreements). Our service providers also include non-financial companies and individuals (for example, consultants; vendors; and companies that perform marketing services on our behalf). Information obtained from a report prepared by a service provider may be kept by the service provider and shared with other persons; however, we require our service providers to protect your personal information and to use or disclose it only for the work they are performing for us, or as permitted by law.

When you apply for one of our products, we may share information about your application with credit bureaus. We also may provide information to group policy owners, regulatory authorities and law enforcement officials and to others when we believe in good faith that the law requires disclosure. In the event of a sale of all or part of our businesses, we may share customer information as part of the sale. **We do not sell or share your information with outside marketers who may want to offer you their own products and services; nor do we share information we receive about you from a consumer reporting agency. You do not need to take any action for this benefit.**

SECURITY OF INFORMATION

Keeping your information safe is one of our most important responsibilities. We maintain physical, electronic and procedural safeguards to protect your information. Our employees are authorized to access your information only when they need it to provide you with products and services or to maintain your accounts. Employees who have access to your personal information are required to keep it strictly confidential. We provide training to our employees about the importance of protecting the privacy of your information.

Questions about your personal information should be directed to:

Lincoln Financial Group
Attn: Enterprise Services Compliance-Privacy, 6C-00
1300 S. Clinton St.
Fort Wayne, IN 46801

*This information applies to the following Lincoln Financial Group companies:

Allied Professional Advisors, Inc.
First Penn-Pacific Life Insurance Company
Hampshire Funding
Jefferson Pilot Securities Corporation
JPSC Insurance Services, Inc.

Lincoln Financial Advisors Corporation
Lincoln Investment Advisors Corporation
Lincoln Life & Annuity Company of New York
Lincoln Variable Insurance Products Trust
The Lincoln National Life Insurance Company

ADDITIONAL PRIVACY INFORMATION FOR INSURANCE PRODUCT CUSTOMERS

CONFIDENTIALITY OF MEDICAL INFORMATION

We understand you may be especially concerned about the privacy of your medical information. We do not sell or rent your medical information to anyone; nor do we share it with others for marketing purposes. We only use and share your medical information for the purpose of underwriting insurance, administering your policy or claim and other purposes permitted by law, such as disclosure to regulatory authorities or in response to a legal proceeding.

MAKING SURE MEDICAL INFORMATION IS ACCURATE

We want to make sure we have accurate information about you. Upon written request, we will tell you, within 30 business days, what personal information we have about you. You may see a copy of your personal information in person or receive a copy by mail, whichever you prefer. We will share with you who provided the information. In some cases we may provide your medical information to your personal physician. We will not provide you with information we have collected in connection with, or in anticipation of, a claim or legal proceeding. If you believe that any of our records are not correct, you may write and tell us of any changes you believe should be made. We will respond to your request within 30 business days. A copy of your request will be kept on file with your personal information so anyone reviewing your information in the future will be aware of your request. If we make changes to your records as a result of your request, we will notify you in writing and we will send the updated information, at your request, to any person who may have received the information within the prior two years. We will also send the updated information to any insurance support organization that gave us the information, and any service provider that received the information within the prior 7 years.

Questions about your personal medical information should be directed to:

Lincoln Financial Group
Attn: Medical Underwriting
P.O. Box 21008
Greensboro, NC 27420-1008

The CONFIDENTIALITY OF MEDICAL INFORMATION and MAKING SURE INFORMATION IS ACCURATE sections of this Notice apply to the following Lincoln Financial Group companies:

First Penn-Pacific Life Insurance Company
Lincoln Life & Annuity Company of New York
The Lincoln National Life Insurance Company

Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates.
GB06714



Lincoln Life & Annuity Company of New York

Life Service Offices:

MoneyGuard®: 350 Church Street, Hartford, CT 06103 • (800) 238-6252

All Other Life Products: PO Box 21008, Greensboro, NC 27420-1008 • (800) 487-1485

Annuity Service Offices:

Classic 5 & 7 Annuities: One Granite Place, Concord, NH 03301 • (800) 258-3648

All Other Fixed & Variable Annuities: PO Box 2348, Fort Wayne, IN 46801-2348

(800) 942-5500

REGULATION 60 - APPENDIX 11

INSURANCE DEPARTMENT OF THE STATE OF NEW YORK

DEFINITION OF REPLACEMENT

IN ORDER TO DETERMINE WHETHER YOU ARE REPLACING OR OTHERWISE CHANGING THE STATUS OF EXISTING LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS, AND IN ORDER TO RECEIVE THE VALUABLE INFORMATION NECESSARY TO MAKE A CAREFUL COMPARISON IF YOU ARE CONTEMPLATING REPLACEMENT, THE AGENT OR BROKER IS REQUIRED TO ASK YOU THE FOLLOWING QUESTIONS AND EXPLAIN ANY ITEMS THAT YOU DO NOT UNDERSTAND.

AS PART OF YOUR PURCHASE OF A NEW LIFE INSURANCE POLICY OR A NEW ANNUITY CONTRACT, HAS EXISTING COVERAGE BEEN, OR IS IT LIKELY TO BE:

- (1) LAPSED, SURRENDERED, PARTIALLY SURRENDERED, FORFEITED, ASSIGNED TO THE INSURER REPLACING THE LIFE INSURANCE POLICY OR ANNUITY CONTRACT, OR OTHERWISE TERMINATED?

YES ____ NO ____

- (2) CHANGED OR MODIFIED INTO PAID-UP INSURANCE; CONTINUED AS EXTENDED TERM INSURANCE OR UNDER ANOTHER FORM OF NONFORFEITURE BENEFIT; OR OTHERWISE REDUCED IN VALUE BY THE USE OF NONFORFEITURE BENEFITS, DIVIDEND ACCUMULATIONS, DIVIDEND CASH VALUES OR OTHER CASH VALUES?

YES ____ NO ____

- (3) CHANGED OR MODIFIED SO AS TO EFFECT A REDUCTION EITHER IN THE AMOUNT OF THE EXISTING LIFE INSURANCE OR ANNUITY BENEFIT OR IN THE PERIOD OF TIME THE EXISTING LIFE INSURANCE OR ANNUITY BENEFIT WILL CONTINUE IN FORCE?

YES ____ NO ____

- (4) REISSUED WITH A REDUCTION IN AMOUNT SUCH THAT ANY CASH VALUES ARE RELEASED, INCLUDING ALL TRANSACTIONS WHEREIN AN AMOUNT OF DIVIDEND ACCUMULATIONS OR PAID-UP ADDITIONS IS TO BE RELEASED ON ONE OR MORE OF THE EXISTING POLICIES?

YES ____ NO ____

- (5) ASSIGNED AS COLLATERAL FOR A LOAN OR MADE SUBJECT TO BORROWING OR WITHDRAWAL OF ANY PORTION OF THE LOAN VALUE, INCLUDING ALL TRANSACTIONS WHEREIN ANY AMOUNT OF DIVIDEND ACCUMULATIONS OR PAID-UP ADDITIONS IS TO BE BORROWED OR WITHDRAWN ON ONE OR MORE EXISTING POLICIES?

YES ____ NO ____

(6) CONTINUED WITH A STOPPAGE OF PREMIUM PAYMENTS OR REDUCTION IN THE AMOUNT OF PREMIUM PAID?

YES ____ NO ____

IF YOU HAVE ANSWERED YES TO ANY OF THE ABOVE QUESTIONS, A REPLACEMENT AS DEFINED BY NEW YORK INSURANCE DEPARTMENT REGULATION No. 60 HAS OCCURRED OR IS LIKELY TO OCCUR AND YOUR AGENT OR BROKER IS REQUIRED TO PROVIDE YOU WITH A COMPLETED DISCLOSURE STATEMENT AND THE **IMPORTANT** NOTICE REGARDING REPLACEMENT OR CHANGE OF LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS.

DATE: _____

SIGNATURE OF APPLICANT: _____

PRINT APPLICANT NAME: _____

DATE: _____

SIGNATURE OF APPLICANT: _____

PRINT APPLICANT NAME: _____

TO THE BEST OF MY KNOWLEDGE, A REPLACEMENT IS INVOLVED IN THIS TRANSACTION:

YES ____ NO ____

DATE: _____

SIGNATURE OF AGENT
OR BROKER: _____

PRINT AGENT
OR BROKER NAME: _____

TEMPORARY LIFE INSURANCE AGREEMENT
LINCOLN LIFE & ANNUITY COMPANY OF NEW YORK ("Company")

B44 NY

ALL PREMIUM CHECKS MUST BE MADE PAYABLE TO THE INSURANCE COMPANY-DO NOT MAKE CHECKS PAYABLE TO THE AGENT OR LEAVE THE PAYEE BLANK.

If any of the questions below are answered yes or left blank with respect to a Proposed Insured(s), no representative of the Company is authorized to accept money, and **NO COVERAGE** will take effect under this Agreement with respect to such Proposed Insured(s).

Has Proposed Insured(s): Questions apply to all Proposed Insured(s) shown on application.

1. Does Amount applied for exceed \$3,000,000? Yes No
2. Within the past 90 days, has any Proposed Insured been admitted to a hospital or other medical facility, been advised to be admitted or had surgery performed or recommended? Yes No
3. Within the past 2 years has any Proposed Insured been treated for heart trouble, stroke, or cancer, or had such treatment recommended by a physician or other medical practitioner? Yes No N/A if applying for a MoneyGuard® product.
4. Is Age of Proposed Insured under 15 days old or over age 70? Yes No N/A if applying for a MoneyGuard® product.

This Agreement provides a **Limited Amount** of Life Insurance protection for a **Limited Period** of time, subject to the terms of this Agreement, in consideration of advance payment in the amount of \$_____ in connection with the Application dated _____ made on the life of: _____

Name(s) of Proposed Insured(s)

TERMS AND CONDITIONS

AMOUNT OF COVERAGE - \$500,000 MAXIMUM FOR ALL APPLICATIONS OR AGREEMENTS

If money has been accepted by the Company as advance payment for an application for Life Insurance and death of a Proposed Insured(s) (and death of the surviving Proposed Insured under Survivorship Life Insurance) occurs while this Agreement is in effect, the Company will pay to the beneficiary designated in the Application the lesser of **a)** the amount of all death benefits applied for in the Application(s) with respect to said Proposed Insured(s), including any accidental or supplemental death benefits, if applicable, or **b)** \$500,000. This total benefit limit applies to all insurance applied for under this and any current Applications to the Company and any other Temporary Life Insurance Agreements. Temporary Long-Term Care coverage is **not** available under this Agreement.

DATE COVERAGE BEGINS

Coverage under this Agreement will begin on the date of this Agreement but only if Part I of the Application(s) has been completed on the same date or not more than 30 days prior to the date of this Agreement.

DATE COVERAGE TERMINATES – 90 DAY MAXIMUM

Coverage under this Agreement will terminate automatically on the earliest of: **a)** 45 days from date of this Agreement if a required Exam or Non medical is not received by the Company, or **b)** 90 days from the date of this Agreement, or **c)** the date the insurance takes effect under the policy applied for, or **d)** the date the Company mails notice of termination of coverage to the premium notice address designated in Part I of the Application(s). The Company may terminate coverage at any time.

SPECIAL LIMITATIONS

- This Agreement does not guarantee the Company will issue a life insurance policy or any special riders or endorsement thereto.
- Fraud or material misrepresentations in the Application(s) or in the answers to the Health Questions of this Agreement invalidates this Agreement and the Company's only liability is for refund of any payment made.
- If a Proposed Insured(s) (or the surviving Proposed Insured under Survivorship Life Insurance) dies by suicide **within 2 years**, the Company's liability under this Agreement is limited to a refund of the payment made.
- There is no coverage under this Agreement if the check or draft submitted as payment is not honored by the bank.
- No one is authorized to waive or modify any of the provisions of this Agreement.

I (WE) HAVE RECEIVED A COPY OF AND HAVE READ THIS AGREEMENT AND DECLARE THAT THE ANSWERS ARE TRUE TO THE BEST OF MY (OUR) KNOWLEDGE AND BELIEF. I (WE) UNDERSTAND AND AGREE TO ALL ITS TERMS.

Signature of Proposed Insured A

Witness (Licensed Representative/Agent)

Date

Signature of Proposed Insured B

Witness (Licensed Representative/Agent)

Date

Signature of Applicant/Owner/Trustee (Provide Officer's Title if policy is owned by a Corporation.)

Witness

Date