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

CERTIFIES THAT Group Policy No. ACC-0000001412 has been issued to:
McLane Company, Inc.
(The Group Policyholder)

Certificate of Insurance for Class 1 Plan 1

This Certificate, and any amendments which may be attached to it, contains the main provisions of the Policy. You are entitled to the benefits described in this Certificate only if You are eligible, become and remain insured under the provisions of the Policy. If You have enrolled for Dependents Insurance, Your Dependents are covered under this Certificate only if such Dependents are eligible for insurance under the Policy and the required Premium has been paid to keep the insurance in effect. This Certificate replaces any other certificates for the benefits described inside. If a change affecting this insurance is made, an amendment or a new certificate will be issued to describe the change.

Ellen Cooper
PRESIDENT

READ YOUR CERTIFICATE CAREFULLY

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

THIS IS A SUPPLEMENT TO HEALTH INSURANCE AND IS NOT A SUBSTITUTE FOR MAJOR MEDICAL COVERAGE. THIS IS NOT QUALIFYING HEALTH COVERAGE ("MINIMUM ESSENTIAL COVERAGE") THAT SATISFIES THE HEALTH COVERAGE REQUIREMENT OF THE AFFORDABLE CARE ACT. IF YOU DON'T HAVE MINIMUM ESSENTIAL COVERAGE, YOU MAY OWE AN ADDITIONAL PAYMENT WITH YOUR TAXES.

THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENT CERTIFICATE. If You are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from Us.

CERTIFICATE OF GROUP ACCIDENT INSURANCE

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't you may lose your right to appeal.

The Lincoln National Life Insurance Company
To get information or file a complaint with your insurance company or HMO:

Call: Client Services at 1-800-423-2765
Email: gpcomplaints@lfg.com
Mail: Group Insurance Service Office
8801 Indian Hills Drive
Omaha, NE 68114-4066

Texas Department of Insurance
To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: MC 111-1A, P.O. Box 149091
Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

The Lincoln National Life Insurance Company
Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a:
Client Services al 1-800-423-2765
Correo electrónico: gpcomplaints@lfg.com
Dirección postal:
Group Insurance Service Office
8801 Indian Hills Drive
Omaha, NE 68114-4066

El Departamento de Seguros de Texas
Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante estado:

Llame con sus preguntas al: 1-800-252-3439
Presente una queja en: www.tdi.texas.gov
Correo electrónico:
ConsumerProtection@tdi.texas.gov
Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

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Other Certificate Provisions

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McLane Company, Inc.
ACC-0000001412

SCHEDULE OF BENEFITS

Plan 1 - Accident
Class 1 - All Full-Time Hourly and Salaried Employees

Non-Occupational Insurance: Occupational Injuries are not covered by this Certificate.

Group Policy Effective Date: January 1, 2021

Reissued Policy Effective Date: January 1, 2025

Group Policy Number: ACC-0000001412

Participating Organizations:

Claims Services, Inc. (Effective Date January 1, 2021)
Consumer Value Products, Inc. (Effective Date January 1, 2021)
Empire Distributors of Colorado, Inc. (Effective Date January 1, 2021)
Empire Distributors of North Carolina, Inc. (Effective Date January 1, 2021)
Empire Distributors of Tennessee, Inc. (Effective Date January 1, 2021)
Empire Distributors, Inc. (Effective Date January 1, 2021)
Intrepid JSB, Inc. (Effective Date January 1, 2021)
Kahn Ventures, Inc. (Effective Date January 1, 2021)
Kinexo, Inc. (Effective Date January 1, 2021)
M & C Products, Inc. (Effective Date January 1, 2021)
MFS Fleet, Inc. (Effective Date January 1, 2021)
McLane Beverage Distribution, Inc. (Effective Date January 1, 2021)
McLane Beverage Holding, Inc. (Effective Date January 1, 2021)
McLane Eastern, Inc. (Effective Date January 1, 2021)
McLane Express, Inc. (Effective Date January 1, 2021)
McLane Foodservice Distribution, Inc. (Effective Date January 1, 2021)
McLane Foodservice, Inc. (Effective Date January 1, 2021)
McLane Mid-Atlantic, Inc. (Effective Date January 1, 2021)
McLane Midwest, Inc. (Effective Date January 1, 2021)
McLane Minnesota, Inc. (Effective Date January 1, 2021)
McLane New Jersey, Inc. (Effective Date January 1, 2021)
McLane Ohio, Inc. (Effective Date January 1, 2021)
McLane Southern, Inc. (Effective Date January 1, 2021)
McLane Suneast, Inc. (Effective Date January 1, 2021)
McLane Western, Inc. (Effective Date January 1, 2021)
Transco, Inc. (Effective Date January 1, 2021)

Eligible Class: Class 1 - All Full-Time Hourly and Salaried Employees

Contributions: You are required to contribute to the cost for Your Accident Insurance and to the cost for Dependents Accident Insurance.

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

Eligibility Waiting Period: (For Date insurance begins, refer to "Effective Dates" section.)
None

Open Enrollment Period: 31 Days (See Your Employer for the Dates of the Enrollment Period)

SCHEDULE OF BENEFITS

Plan 1 - Accident
Class 1 - All Full-Time Hourly and Salaried Employees
(Continued)

Minimum Full-Time Hours: 30 hours per week

Dependent Child Age: to 26 years
Refer to the Eligibility and Effective Dates for Dependents Accident Insurance provision for more information.

Continuation Rights Included:
- Family or Medical Leave
- Military Leave
- Disability: 12 Insurance Months
- Other Leave of Absence: three Insurance Months
- Lay Off: three Insurance Months
- Sabbatical Leave: three Insurance Months
- Labor Dispute: six Months

Refer to the Continuation Rights provision for more information.

Portability:
- Request Period: 31 Days
- Maximum Duration: Later of Age 70 or 12 months

Refer to the Portability provision for more information.

McLane Company, Inc.
ACC-0000001412

SCHEDULE OF BENEFITS
For
Plan 1 - Accident
Class 1 - All Full-Time Hourly and Salaried Employees

ACCIDENTAL INJURY BENEFITS

FRACTURE AND DISLOCATION BENEFITS

Type of Injury	Benefit Amount	
	Non-Surgical	Surgical
Fractures		
Ankle	$1,000	$2,000
Arm (shoulder to elbow)	$875	$1,750
Arm (elbow to wrist)	$800	$1,600
Bones of Face (except those listed below)	$875	$1,750
Coccyx	$300	$600
Collarbone	$1,200	$2,400
Elbow	$450	$900
Finger	$125	$250
Foot (except toes)	$675	$1,350
Hand (except fingers)	$675	$1,350
Hip	$2,625	$5,250
Kneecap	$650	$1,300
Leg (hip to knee)	$2,625	$5,250
Leg (knee to ankle)	$1,750	$3,500
Lower Jaw	$625	$1,250
Nose	$875	$1,750
Pelvis	$1,750	$3,500
Rib	$450	$900
Shoulder Blade	$725	$1,450
Skull (depressed)	$3,500	$7,000
Skull (non-depressed)	$1,750	$3,500
Sternum	$525	$1,050
Toe	$125	$250
Upper Jaw	$875	$1,750
Vertebral Process	$700	$1,400
Vertebral Body	$1,750	$3,500
Wrist	$850	$1,700
Chip Fracture	25% of the amount payable for full Fracture	
Multiple Fractures	2 times the highest Fracture benefit amount of all the Fractures sustained	

McLane Company, Inc.
ACC-0000001412

SCHEDULE OF BENEFITS
For
Plan 1 - Accident
Class 1 - All Full-Time Hourly and Salaried Employees

ACCIDENTAL INJURY BENEFITS
(Continued)

FRACTURE AND DISLOCATION BENEFITS

Type of Injury	Benefit Amount	
	Non-Surgical	Surgical
Dislocations		
Ankle	$875	$1,750
Collarbone (sternoclavicular)	$875	$1,750
Collarbone (acromio and separation)	$475	$950
Elbow	$475	$950
Finger	$100	$200
Foot (except toes)	$875	$1,750
Hand (except fingers)	$475	$950
Hip	$2,625	$5,250
Knee (not kneecap)	$1,750	$3,500
Lower Jaw	$475	$950
Shoulder	$1,500	$3,000
Toe	$100	$200
Wrist	$475	$950
Partial Dislocation	25% of benefit payable for Dislocation	
Multiple Dislocations	2 times the highest Dislocation benefit amount of all the Dislocations sustained	

MOVING VEHICLE BENEFITS

Type of Benefit	Benefit Amount
Motor Vehicle Accident	
Motor Vehicle Injury	$150
Motor Vehicle Death	$3,750
Safe Driver	
Seat Belt	25% of benefit payable for Motor Vehicle Accident
Air Bag	25% of benefit payable for Motor Vehicle Accident
Safe Rider	
Motor Vehicle Helmet	25% of benefit payable for Motor Vehicle Accident
Other Helmet	$150

McLane Company, Inc.
ACC-0000001412

SCHEDULE OF BENEFITS
For
Plan 1 - Accident
Class 1 - All Full-Time Hourly and Salaried Employees

ACCIDENTAL INJURY BENEFITS
(Continued)

SPECIFIC INJURY BENEFITS

Type of Injury	**Benefit Amount**
Blood, Plasma, Platelets	$375
Burns	
2nd Degree	
9% or less	$100
10-18%	$400
19-36%	$600
37% or more	$1,000
3rd Degree	
9% or less	$875
10-18%	$2,350
19-36%	$5,150
37% or more	$10,000
Skin Grafts (due to burns)	25% of benefit payable for Burns
Concussion	$200
Dental Injury - Emergency Dental Work for the following:	
Crown	$300
Extraction	$100
Eye Injury	
Surgical repair	$300
Removal of foreign body	$200
Lacerations	
No Sutures Required	$75
Sutures Required (Total Length of all Sutured Lacerations)	
5cm or less	$125
5.1-15.5cm	$450
15.6cm or more	$750

SCHEDULE OF BENEFITS
For
Plan 1 - Accident
Class 1 - All Full-Time Hourly and Salaried Employees

ACCIDENTAL INJURY BENEFITS
(Continued)

SPECIFIC INJURY BENEFITS (continued)

Type of Injury	Benefit Amount
Surgery	
Arthroscopic	$400
Cranial	$1,500
Hernia	$150
Thoracic or Open Abdominal	$1,500
Non-Specified	
Under General Anesthesia	$300
Under Conscious Sedation	$225
Surgical Repair	
Knee Cartilage	$1,000 per repair
Ligaments/Tendons/Rotator Cuff	$1,000 per repair
Ruptured Disc	$1,000
Multiple Surgeries	2 times the highest amount of all the Surgeries (not including surgical repair of fractures, dislocations, or eyes)
Severe Traumatic Brain Injury	$5,000

CHILD SPORTS INJURY BENEFITS

Type of Benefit	Benefit Amount
Child Sports Injury	25% of the benefits payable for the Covered Accident

McLane Company, Inc.
ACC-0000001412

SCHEDULE OF BENEFITS
For
Plan 1 - Accident
Class 1 - All Full-Time Hourly and Salaried Employees

EMERGENCY TREATMENT BENEFITS

EMERGENCY CARE BENEFITS

Type of Benefit	Benefit Amount
Ambulance Transportation	$225
Air Ambulance Transportation	$1,125
Emergency Care	$150
Initial Care Visit	$75
Major Diagnostic Exam	$150
X-Ray	$30

McLane Company, Inc.
ACC-0000001412

SCHEDULE OF BENEFITS
For
Plan 1 - Accident
Class 1 - All Full-Time Hourly and Salaried Employees

TREATMENT AND RECOVERY BENEFITS

HOSPITAL AND ONGOING CARE BENEFITS

Type of Benefit	Benefit Amount
Accident Hospital Admission	$500
Accident Hospital Confinement	$100 per Day, up to 365 Days
Accident Intensive Care Unit (ICU) Admission	$1,000
Accident Intensive Care Unit (ICU) Confinement	$200 per Day, up to 15 Days
Alternate Care and Rehabilitative Facility Confinement	$100 per Day, up to 180 Days
Follow-up Care	$125 per visit, up to 2 visits
Therapy (Physical, Occupational, and Chiropractic)	$50 per visit, up to 6 visits
Pain Management (Epidural and Cortisone)	$50 per administration, up to 1 administration
Medical Mobility Devices	Per device, up to 3 devices total
Cane	$100
Crutches	$100
Knee Walker	$100
Walker	$100
Walking Boot	$100
Other Medical Mobility Device	$100
Wheelchair	
Wheelchair - expected use less than 1 year	$100
Wheelchair - expected use 1 year or longer	$300
Prosthesis	$500 per device, up to 1 per limb

RECOVERY ASSISTANCE BENEFITS

Type of Benefit	Benefit Amount
Family Care	
Adult Care	$50
Child Care	$50
Lodging	$100 per Day, up to 30 Days
Transportation	$200 per trip, up to 3 trips

ELIGIBILITY AND EFFECTIVE DATES
For
Your Accident Insurance

ELIGIBLE CLASSES. The classes eligible for insurance are shown in the Schedule of Benefits. We have the right to review and terminate eligible classes that cease to be insured by the Policy.

ELIGIBILITY. You become eligible for insurance provided by the Policy on the latest of:
(1) the Group Policy's Effective Date; or
(2) the Date Your organization becomes a Participating Organization.

ENROLLMENT. You may enroll for Accident Insurance:
(1) within 31 Days of the Date You are first eligible; or
(2) within 60 Days following a qualifying Change In Family Status.

Open Enrollment Period. You may also enroll, re-enroll, or change benefit options for Accident Insurance during the Group Policyholder's Open Enrollment Period.

EFFECTIVE DATES. Accident Insurance becomes effective on the latest of:
(1) the Date You become eligible for insurance;
(2) the Date You resume Active Work, if not Actively at Work on the Day You become eligible; or
(3) the Date You enroll for Accident Insurance, and if You contribute to the cost of the Accident Insurance, You sign a payroll deduction order and pay the required Premium to Us.

Effective Date of Increases. Any increase in insurance or benefits becomes effective at 12:01 a.m. on the latest of:
(1) the first Day of the Insurance Month coinciding with or next following the Date on which You become eligible for the increase, if Actively at Work on that Day;
(2) the first Day of the Insurance Month coinciding with or next following the Date of a qualifying Change in Family Status, if Actively at Work on that Day; or
(3) the Day You resume Active Work, if not Actively at Work on the Day the increase would otherwise take effect.

Effective Date of Decreases. Any decrease in insurance or benefits will take effect on the Date of the change, whether or not You are Actively at Work.

Effective Date for Change in Eligible Class. You may become a member of a different Eligible Class. Except as stated in the Effective Date provision for increases or decreases, insurance under the different Eligible Class will be effective on the first Day of the calendar month coinciding with or next following the Date of the change.

REINSTATEMENT RIGHTS. If Your insurance terminates due to one of the following breaks in service, You will be entitled to Reinstate the insurance upon resuming Active Work with the Group Policyholder within the required timeframe. Reinstatement is available upon Your return:
(1) from an approved Family or Medical Leave within:
  (a) the period required by federal law; or
  (b) any longer period required by a similar state law;
(2) from a Military Leave within the period required by federal USERRA law;
(3) from any other approved leave of absence within three months after the leave begins;
(4) within three months following a lay off; or
(5) within three months following termination of employment for any other reason.

To Reinstate insurance, You must enroll for insurance or be re-enrolled within 31 Days after resuming Active Work in an eligible class. The Group Policyholder must resume the required Premium payments for insurance to be Reinstated. Reinstatement will take effect on the Date You return to Active Work.

ELIGIBILITY AND EFFECTIVE DATES
For
Dependents Accident Insurance

ELIGIBILITY. You must be insured for Accident Insurance to insure Your Dependents. You become eligible for Dependents Accident Insurance on the latest of:

(1) the Date You become eligible for Accident Insurance;
(2) the Group Policy Effective Date; or
(3) the Date You first acquire a Dependent.

ENROLLMENT. Dependents to be insured by the Policy must be enrolled in the same plan of benefits as You. You may enroll for Dependents Accident Insurance:

(1) when You are first eligible for Dependents Accident Insurance; or
(2) within 60 Days following a qualifying Change in Family Status.

Open Enrollment Period. You may also enroll, re-enroll, or change benefit options for Dependents Accident Insurance during the Group Policyholder's Open Enrollment Period.

EFFECTIVE DATES. Your Dependents Accident Insurance will become effective on the later of:

(1) the Date You become eligible for Dependents Accident Insurance; or
(2) the Date You enroll for Dependents Accident Insurance, and if You contribute to the cost of the Dependents Accident Insurance, You sign a payroll deduction order and pay the additional Premium to Us.

New Dependents. If additional Premium is required to add a new Dependent, insurance for the new Dependent will become effective on the Date the Dependent is acquired, provided:

(1) You complete a written application; and
(2) a payroll deduction order election is made, and the additional Premium is paid to Us;

within 31 Days of the Date the Dependent is acquired.

If additional Premium is not required, coverage for a new Dependent will become effective on the Date the Dependent is acquired.

EXCEPTIONS.

Court Ordered Insurance. If Dependents Accident Insurance is provided to a Child based on a court order which requires You to provide Accident benefits for the Child, the Dependents Accident Insurance will become effective on the Date stated in the court order, subject to payment of any additional Premium.

Disabled Children. Your Child may be insured after the maximum Dependent Child Age shown in the Schedule of Benefits if he or she is continuously unable to earn a living because of a physical or mental disability, and is chiefly dependent upon You for support and maintenance. The Child must be insured by the Policy on the Day before insurance would otherwise end due to his or her age. Proof of the total disability must be sent to Us:

(1) within 31 Days of the Day insurance would otherwise end due to age; and
(2) thereafter, when We request (but not more than once every two years).

Newborn Children. If You acquire a newborn Dependent child, the child will be insured automatically for the first 31 Days following birth. If You have no other Children enrolled for Dependents Insurance under this Certificate, and You do not elect to enroll the newborn child and pay any additional Premium within 31 Days following birth, the newborn child's insurance will terminate.

ELIGIBILITY AND EFFECTIVE DATES
For
Dependents Accident Insurance
(Continued)

Newly Adopted Children. If You adopt a child, the child will be insured automatically for the first 31 Days following the earliest of:

(1) the Date of birth, if the adoption petition is filed within 31 Days of the child's birth;
(2) the Date of placement, if the adoption petition is filed more than 31 Days from the child's birth;
(3) the Date of entry of an order granting You custody of the child; or
(4) the effective Date of adoption.

If You have no other Children enrolled for Dependents Insurance under this Certificate, and You do not elect to enroll the adopted child and pay any additional Premium within 31 Days after his or her insurance begins, the adopted child's insurance will terminate.

ACCIDENTAL INJURY BENEFITS
For
Fractures and Dislocations

FRACTURE AND DISLOCATION BENEFITS. We will pay the following Fracture and Dislocation Benefits if You or Your Insured Dependent meets the terms and conditions for an applicable benefit as a result of Injuries sustained in a Covered Accident. Benefit amounts payable are shown in the Schedule of Benefits.

Fractures. We will pay a Fracture benefit when You or Your Insured Dependent sustains a Fracture or Chip Fracture as a result of a Covered Accident. The Fracture or Chip Fracture must be diagnosed by a Physician within 90 Days of a Covered Accident.

Dislocations. We will pay a Dislocation benefit when You or Your Insured Dependent sustains a Dislocation or Partial Dislocation as a result of a Covered Accident. The Dislocation or Partial Dislocation must be diagnosed by a Physician within 90 Days of a Covered Accident.

ACCIDENTAL INJURY BENEFITS
For
Moving Vehicles

MOVING VEHICLE BENEFITS. We will pay the following Moving Vehicle Benefits if You or Your Insured Dependent meets the terms and conditions for an applicable benefit as a result of Injuries or death sustained in a Covered Accident. Benefit amounts payable are shown in the Schedule of Benefits.

Motor Vehicle Accident. We will pay a Motor Vehicle Accident benefit when You or Your Insured Dependent is Injured or dies while traveling in a Legally Operated Motor Vehicle that is involved in a Covered Motor Vehicle Accident. You or Your Insured Dependent must provide Us with a copy of a police report documenting the Motor Vehicle Accident. The benefit is payable once per person per Covered Accident regardless of the number of Your Insured Dependents traveling in the Motor Vehicle together, or with You.

Safe Driver. We will pay a Safe Driver benefit if You or Your Insured Dependent is Injured or dies in a Covered Motor Vehicle Accident while wearing a properly fastened seat belt. You or Your Insured Dependent must provide Us with a copy of a police report documenting the position of the seat belt. The use of a properly fastened seat belt increases the Motor Vehicle Accident benefit by the percentage shown in the Schedule of Benefits.

Safe Rider. We will pay a Safe Rider benefit if You or Your Insured Dependent is Injured or dies in a Covered Motor Vehicle Accident while wearing a properly fastened helmet. You or Your Insured Dependent must provide Us with a copy of a police report documenting presence of a properly fastened helmet. The use of a properly fastened helmet increases the Policy's Motor Vehicle Accident benefit by the percentage shown in the schedule of benefits.

A separate benefit is payable if You or Your Insured Dependent is Injured or dies as a result of a Covered Accident while wearing a properly fastened helmet and riding a:

(1) non-motorized or motorized scooter; or
(2) self-propelled conveyance such as a bicycle, skateboard, or rollerblades.

ACCIDENTAL INJURY BENEFITS
For
Specific Injuries

SPECIFIC INJURY BENEFITS. We will pay the following Specific Injury Benefits if You or Your Insured Dependent meets the terms and conditions for an applicable benefit as a result of Injuries sustained in a Covered Accident. Benefit amounts payable are shown in the Schedule of Benefits.

Blood, Plasma, Platelets. We will pay a Blood, Plasma, or Platelet benefit for Your or Your Insured Dependent's:

(1) transfusion;
(2) administration;
(3) cross-matching; or
(4) typing and processing;

of blood, plasma, or platelets administered as a result of Injuries sustained in a Covered Accident. The administration of blood, plasma, or platelets must be done within 90 Days of the Covered Accident. This benefit is payable once per person per Covered Accident.

Burns. We will pay a Burn benefit when You or Your Insured Dependent sustains a 2nd or 3rd degree burn as a result of a Covered Accident. The 2nd or 3rd degree burn must be treated by a Physician within 72 hours of a Covered Accident. If the burns meet more than one of the Burn benefit classifications shown in the Schedule of Benefits, We will pay the single highest benefit amount. This benefit is payable once per person per Covered Accident.

Skin Graft. We will pay a Skin Graft benefit when grafting of the skin is necessary for a burn that was payable under the Burn benefit. This benefit is payable once per person per Covered Accident.

Concussion. We will pay a Concussion benefit if You or Your Insured Dependent sustains a concussion as a result of a Covered Accident. The concussion must be diagnosed by a Physician within 72 hours of a Covered Accident. This benefit is payable once per person per Covered Accident.

Dental Injury. We will pay a Dental Injury benefit if Your or Your Insured Dependent's natural teeth are damaged and:

(1) extracted; or
(2) repaired by placement of a crown;

by a Dentist as a result of a Covered Accident. Initial treatment must be received within 7 Days of a Covered Accident. This benefit is payable for up to one crown and one extraction per person per Covered Accident, regardless of the number of teeth involved.

Eye Injury. We will pay an Eye Injury benefit if You or Your Insured Dependent injures an eye (or eyes) in a Covered Accident and:

(1) Surgical repair is performed by a Physician within 90 Days of a Covered Accident; or
(2) a Physician removes an embedded foreign body from Your or Your Insured Dependent's eye, with or without anesthesia, within 90 Days of a Covered Accident.

This benefit is payable once for each eye per person per Covered Accident.

Severe Traumatic Brain Injury. We will pay the Severe Traumatic Brain Injury benefit if You or Your Insured Dependent sustains a Severe Traumatic Brain Injury in a Covered Accident. The Severe Traumatic Brain Injury must be diagnosed by a Physician within 90 Days of a Covered Accident. This benefit is payable once per person per Covered Accident.

Laceration. We will pay a Laceration benefit when You or Your Insured Dependent sustains a laceration as a result of a Covered Accident. The laceration must be treated by a Physician or Medical Health Professional within 72 hours of a Covered Accident. This benefit is payable:

(1) once for lacerations not requiring sutures, regardless of the number; and
(2) once for the total length of all lacerations requiring sutures;

per person as a result of any one Covered Accident.

Surgery (Arthroscopic). We will pay a Surgery (Arthroscopic) benefit when You or Your Insured Dependent undergoes arthroscopic Surgery, with no repair, as a result of Injuries sustained in a Covered Accident. The Surgery must be performed within 180 Days of a Covered Accident. This benefit is payable once per person per Covered Accident.

Surgery (Cranial). We will pay the Surgery (Cranial) benefit when You or Your Insured Dependent undergoes cranial Surgery as a result of Injuries sustained in a Covered Accident. The Surgery must be performed within 180 Days of a Covered Accident. This benefit is payable once per person per Covered Accident.

Surgery (Hernia). We will pay the Surgery (Hernia) benefit when You or Your Insured Dependent undergoes hernia Surgery as a result of Injuries sustained in a Covered Accident. The Surgery must be performed within 180 Days of a Covered Accident. This benefit is payable once per person per Covered Accident.

Surgery (Thoracic or Open Abdominal). We will pay the Surgery (Thoracic or Open Abdominal) benefit when You or Your Insured Dependent undergoes thoracic or open abdominal Surgery as a result of Injuries sustained in a Covered Accident. The Surgery must be performed within 180 Days of a Covered Accident. This benefit is payable once per person per Covered Accident. This benefit is not payable for endoscopic or laparoscopic abdominal Surgery, or for hernia Surgery.

Surgery (Non-Specified). We will pay the non-specified Surgery benefit when You or Your Insured Dependent undergoes Surgery that is not otherwise included as a Surgery or Surgical Repair benefit, as a result of Injuries sustained in a Covered Accident. The Surgery must be performed within 180 Days of a Covered Accident. This benefit is payable once per person per Covered Accident.

Surgical Repair (Knee Cartilage). We will pay a Knee Cartilage benefit when You or Your Insured Dependent sustains an Injury requiring the Surgical repair or removal of torn knee cartilage as a result of a Covered Accident. The Surgical repair or removal must be performed within 180 Days of a Covered Accident. This benefit is payable once per person per Covered Accident.

Surgical Repair (Tendon, Ligament, Rotator Cuff). We will pay the Tendon, Ligament, or Rotator Cuff benefit when You or Your Insured Dependent requires Surgical repair of:

(1) ligaments;
(2) tendons; or
(3) the muscles or tendons that make up the rotator cuff;

as a result of a Covered Accident. The Surgical repair must be performed within 180 Days of a Covered Accident. This benefit is payable once per person per Covered Accident.

Surgical Repair (Ruptured Disc). We will pay the Ruptured Disc benefit when You or Your Insured Dependent sustains an Injury requiring Surgical repair of a ruptured intervertebral disc as a result of a Covered Accident. The ruptured disc must be Surgically repaired within 180 Days of a Covered Accident. This benefit is payable once per disc per person per Covered Accident.

ACCIDENTAL INJURY BENEFITS
For
Child Sports Injuries

CHILD SPORTS INJURY BENEFIT. We will pay the following Child Sports Injury Benefit if Your Insured Dependent Child meets the terms and conditions for an applicable benefit as a result of Injuries sustained in a Covered Accident. Benefit amounts payable are shown in the Schedule of Benefits.

Child Sports Injury. We will pay a Child Sports Injury benefit when Your Insured Dependent Child who is age 26 or younger sustains an Injury as a result of a Covered Accident while participating in an Organized Sporting Activity. The Child Sports Injury benefit increases the benefits payable for any Covered Accident by the percentage shown in the Schedule of Benefits. This benefit is not payable for Injuries that are caused by or resulting from Your Dependent Child's racing any type vehicle in an organized event.

EMERGENCY TREATMENT BENEFITS
For
Emergency Care

EMERGENCY CARE BENEFITS. We will pay the following Emergency Care Benefits if You or Your Insured Dependent meets the terms and conditions for an applicable benefit as a result of Injuries sustained in a Covered Accident. Benefit amounts payable are shown in the Schedule of Benefits.

Ambulance Transportation. We will pay an Ambulance Transportation benefit if a licensed ambulance company transports You or Your Insured Dependent by ground transportation to or from a Hospital or between medical facilities, for treatment of Injuries sustained as a result of a Covered Accident. The ambulance transportation must be within 90 Days of the Covered Accident. This benefit will be paid once per person per Covered Accident.

Air Ambulance Transportation. We will pay an Air Ambulance Transportation benefit if a licensed ambulance company transports You or Your Insured Dependent by air ambulance to or from a Hospital or between medical facilities for treatment of Injuries sustained as a result of a Covered Accident. The air ambulance transportation must be within 90 Days of the Covered Accident. This benefit will be paid once per person per Covered Accident. This benefit may be paid in addition to the Ambulance Transportation benefit.

Emergency Care. We will pay an Emergency Care benefit if You or Your Insured Dependent are examined or treated in an Emergency Care Facility as a result of Injuries sustained in a Covered Accident. The emergency care examination or treatment must be received within 72 hours of a Covered Accident. This benefit will be paid once per person per Covered Accident.

Initial Care Visit. We will pay an Initial Care Visit benefit if You or Your Insured Dependent are examined or treated by a Physician or Medical Health Professional in an office of practice or in an Urgent Care Facility as a result of Injuries sustained in a Covered Accident. The examination or treatment must be administered within 60 Days of a Covered Accident. This benefit will be paid once per person per Covered Accident. This benefit will not be payable if You or Your Insured Dependent receives payment for the Emergency Care benefit for the same Covered Accident.

Major Diagnostic Exam. We will pay a Major Diagnostic Exam benefit if You or Your Insured Dependent undergoes one of the following major diagnostic exams as a result of Injuries sustained in a Covered Accident:

(1) a computed tomography (CT or CAT) scan;
(2) a magnetic resonance imaging (MRI);
(3) a positron emission tomography (PET) scan;
(4) an electroencephalography (EEG);
(5) a spectroscopy (SPECT);
(6) a joint imaging scan;
(7) a diffusion tensor imaging (DTI) scan; or
(8) a magnetic resonance angiogram (MRA) scan.

A major diagnostic exam must be prescribed by a Physician and performed within 60 Days of the Covered Accident. This benefit will be paid once per person per Covered Accident regardless of the number of major diagnostic exams performed.

X-Ray. We will pay an X-ray benefit if You or Your Insured Dependent undergoes an X-ray as a result of Injuries sustained in a Covered Accident. The X-ray must be prescribed by a Physician and performed during an initial visit that is payable under the Emergency Care and Initial Care Visit benefits. This benefit will be paid once per person per Covered Accident.

TREATMENT AND RECOVERY BENEFITS
For
Hospital and Ongoing Care

HOSPITAL AND ONGOING CARE BENEFITS. We will pay the following Hospital and Ongoing Care Benefits if You or Your Insured Dependent meets the terms and conditions for an applicable benefit as a result of Injuries sustained in a Covered Accident. Benefit amounts payable are shown in the Schedule of Benefits.

Accident Hospital Admission. We will pay an Accident Hospital Admission benefit if You or Your Insured Dependent is admitted to a Hospital as a result of Injuries sustained in a Covered Accident. The admission must occur within 180 Days of a Covered Accident. We will not pay this benefit for Emergency Treatment, Outpatient Treatment, or a stay of less than 20 hours in an Observation Unit. This benefit is payable once per person per Covered Accident. In the event the Accident Hospital Admission benefit and the Accident Intensive Care Unit Admission benefit are payable for the same Covered Accident, only the higher benefit will be paid.

Accident Hospital Confinement. We will pay an Accident Hospital Confinement benefit for each Day You or Your Insured Dependent is confined in a Hospital as a result of Injuries sustained in a Covered Accident. The initial confinement must begin within 180 Days of a Covered Accident. This benefit is payable for up to the number of Days shown on the Schedule of Benefits, per person per Covered Accident. The Days may be used over a two-year period from the Date of the Covered Accident. We will pay for only one Accident Hospital Confinement at a time, even if it is caused by more than one Covered Accident. In the event this Accident Hospital Confinement benefit and an Accident Intensive Care Unit Confinement Benefit are payable on the same Day, only the Accident Intensive Care Unit Confinement benefit will be paid.

Accident Intensive Care Unit (ICU) Admission. We will pay an Accident ICU Admission benefit if You or Your Insured Dependent is admitted to an ICU as a result of Injuries sustained in a Covered Accident. The admission must occur within 30 Days of a Covered Accident. We will not pay this benefit for Emergency Treatment, Outpatient Treatment, or a stay of less than 20 hours in an Observation Unit. This benefit is payable once per person per Covered Accident. In the event the Accident Hospital Admission benefit and the Accident Intensive Care Unit Admission benefit are payable for the same Covered Accident, only the higher benefit will be paid.

Accident Intensive Care Unit (ICU) Confinement. We will pay an Accident ICU Confinement benefit for each Day or partial Day You or Your Insured Dependent is confined in an ICU as a result of Injuries sustained in a Covered Accident. The confinement must begin within 30 Days of a Covered Accident. The ICU confinement period begins on the Day of admission to the ICU and ends on the Day of discharge from the ICU. This benefit will be paid for up to the number of Days shown on the Schedule of Benefits, per person per Covered Accident. The Days may be used over a two-year period from the Date of the Covered Accident. We will pay for only one Accident ICU Confinement at a time, even if it is caused by more than one Covered Accident. In the event this Accident ICU Confinement benefit and the Accident Hospital Confinement benefit are payable on the same Day, only the ICU benefit will be paid. If You or Your Insured Dependent exhausts the ICU benefit but are still confined, You or Your Insured Dependent may be eligible for the Accident Hospital Confinement benefit.

Alternative Care and Rehabilitative Facility Confinement. We will pay an Alternate Care and Rehabilitative Facility Confinement benefit for each Day You or Your Insured Dependent is confined on an Inpatient basis in an Alternate Care or Rehabilitative Facility as a result of Injuries sustained in a Covered Accident. The confinement must begin within 180 Days of a Covered Accident. This benefit is payable for up to the number of Days shown on the Schedule of Benefits, per person per Covered Accident. The Days may be used over a two-year period from the Date of the Covered Accident. We will pay for only one Alternate Care or Rehabilitative Facility Confinement at a time, even if it is caused by more than one Covered Accident. The Alternate Care and Rehabilitative Facility Confinement benefit will not be paid on any Day when the Hospital or ICU Confinement benefit is paid.

Follow-Up Care. We will pay a Follow-Up Care benefit for follow-up care resulting from an Injury You or Your Insured Dependent sustains in a Covered Accident. The follow-up care must be received within 365 Days of a Covered Accident, and must be provided by a Physician, Medical Health Professional, or a Home Health Care Agency. This benefit is payable for up to the number of visits shown on the Schedule of Benefits, per person per Covered Accident. This benefit is not payable:

(1) while You or Your Insured Dependent is confined in a Hospital, ICU, or an Alternate Care or Rehabilitative Facility; or
(2) for any physical therapy, occupational therapy, or chiropractic therapy visit.

Therapy (Physical, Occupational, and Chiropractic). We will pay the Therapy benefit for physical therapy, occupational therapy, and chiropractic therapy resulting from an Injury You or Your Insured Dependent sustains in a Covered Accident. The therapy must be received within 365 Days of a Covered Accident, and must be provided by a Physical Therapist, Occupational Therapist or a Chiropractor. This benefit is payable for up to the number of visits shown on the Schedule of Benefits, per person per Covered Accident. This benefit is not payable while You or Your Insured Dependent is confined in a Hospital, ICU, or an Alternate Care or Rehabilitative Facility.

Pain Management (Epidural and Cortisone). We will pay the Epidural and Cortisone Pain Management benefit when You or Your Insured Dependent receives an epidural or cortisone treatment administered for pain management for an Injury sustained in a Covered Accident. The epidural or cortisone must be prescribed by a Physician. This benefit is payable up to the number of times shown on the Schedule of Benefits, per person per Covered Accident. This benefit is not payable for an epidural administered during a surgical procedure.

Medical Mobility Devices. We will pay a benefit for Medical Mobility Devices that You or Your Insured Dependent requires as a result of Injuries sustained in a Covered Accident. The Medical Mobility Device must be recommended by a Physician or Medical Health Professional and received within 365 Days of a Covered Accident. This benefit is payable for up to the number of Medical Mobility Devices shown on the Schedule of Benefits per person per Covered Accident.

Wheelchair. We will pay a benefit for a wheelchair that You or Your Insured Dependent requires as a result of Injuries sustained in a Covered Accident. The wheelchair must be recommended by a Physician or Medical Health Professional and received within 365 Days of a Covered Accident. This benefit is payable once per person per Covered Accident. If We pay a Wheelchair benefit for an expected use of less than 1 year, and the Physician's recommendation is subsequently revised to a use of 1 year or longer, We will pay You the difference in the benefit amounts. The revised recommendation must be made within the periods stated above.

Prosthesis. We will pay a benefit for functional prosthetic limbs that You or Your Insured Dependent requires as a result of Injuries sustained in a Covered Accident. The functional prosthetic limb must be prescribed by a Physician and received within 365 Days of a Covered Accident. This benefit is payable for up to the number Shown on the Schedule of Benefits, per limb per person per Covered Accident.

TREATMENT AND RECOVERY BENEFITS
For
Recovery Assistance

RECOVERY ASSISTANCE BENEFITS. We will pay the following Recovery Assistance Benefits if You or Your Insured Dependent meets the terms and conditions for an applicable benefit as a result of Injuries sustained in a Covered Accident. Benefit amounts payable are shown in the Schedule of Benefits.

Family Care. We will pay the Adult Family Care benefit if:

(1) You have a Dependent Adult;
(2) You or Your Insured Dependent sustains an Injury in a Covered Accident; and
(3) Your Dependent Adult is placed in an Adult Care Facility or receives services from a Home Health Care Agency as a result of Your or Your Insured Dependent's Injury.

This benefit is payable for each Dependent Adult who is placed in a facility or receives services as a result of Your or Your Insured Dependent's Injury. This benefit is payable within 90 Days of the Covered Accident. We will pay only one Adult Family Care benefit per Dependent Adult per Covered Accident.

We will pay the Child Family Care benefit if:

(1) Your Child is attending a Child Care Center; and
(2) You or Your Insured Dependent sustains an Injury in a Covered Accident.

The Child does not need to be insured for Accident Insurance for this benefit to be payable. This benefit is payable for each Child attending a Child Care Center when You or Your Insured Dependent is Injured. It is payable within 90 Days of the Covered Accident. We will pay only one Child Family Care benefit per Child per Covered Accident.

Lodging. We will pay a Lodging benefit if You or Your Insured Dependent are:

(1) Hospital Confined more than 100 miles from Your or Your Insured Dependent's principal place of residence due to Injuries sustained in a Covered Accident; and
(2) accompanied by a Companion while Hospital Confined.

This benefit is payable for each Day a Companion must stay in a hotel, motel, or Hospital-sponsored hospitality suite while accompanying You or Your Insured Dependent, up to the maximum number of Days shown in the Schedule of Benefits. This benefit is payable within 90 Days of the Covered Accident.

Transportation. We will pay a Transportation benefit when You or Your Insured Dependent must travel more than 100 miles one way for treatment at a Hospital or other specialized freestanding treatment facility due to Injuries sustained in a Covered Accident. The treatment must be prescribed by a Physician and not available locally. This benefit is payable for up to the number of times shown in the Schedule of Benefits, per person per Covered Accident. This benefit is not payable when transportation is provided by ambulance or air ambulance.

LIMITATIONS AND EXCLUSIONS

The Policy covers only Injuries that occur while insurance is in force. Benefits are not payable for any loss caused or contributed to by:

(1) disease, physical or mental infirmity, Sickness, or medical or surgical treatment of these;
(2) suicide, attempted suicide, or any intentionally self-inflicted injury, while sane or insane;
(3) voluntary intake or use by any means of any drugs, poison, gas, or fumes, except when:
    (a) prescribed or administered by a Physician; and
    (b) taken in accordance with the Physician's instructions;
(4) committing or attempting to commit a felony;
(5) war or any act of war, declared or undeclared;
(6) participation in a riot, insurrection, or rebellion of any kind, or participation in an act of Terrorism;
(7) military duty, including the Reserves or National Guard;
(8) travel or flight in or on any Aircraft, except:
    (a) as a fare-paying passenger on a regularly scheduled commercial flight; or
    (b) as a passenger, pilot, or crew member in the Group Policyholder's Aircraft while flying for Group Policyholder business provided:
        (i) the Aircraft has a valid U.S. airworthiness certificate (or foreign equivalent); and
        (ii) the pilot has a valid pilot's certificate with a non-student rating authorizing him to fly the Aircraft;
(9) driving a vehicle while intoxicated, as defined by the jurisdiction where the Accident occurred;
(10) cosmetic or elective Surgery;
(11) being incarcerated in any type of penal or detention facility;
(12) participating in, practicing for, or officiating any semi-professional or professional sport;
(13) riding in or driving in any motor driven vehicle for race, stunt show, or speed test;
(14) an Injury sustained while residing outside the United States, U.S. Territories, Canada, or Mexico for more than 12 months;
(15) bungee cord jumping, mountaineering, or base jumping;
(16) skydiving, parachuting, or jumping from any Aircraft for recreational purposes; or
(17) Injury arising out of, or in the course of, any employment for wage or profit.

CLAIM PROCEDURES
For
Accident Insurance

FILING A CLAIM.

Notice of Claim. A claimant must provide Us notice of a claim at Our Group Insurance Service Office within 20 Days after a claim is incurred. The notice should include:

(1) the Group Policyholder's name and Group Policy Number (shown on the Schedule of Benefits);
(2) Your name, address, and Certificate number, if available; and
(3) the claimant's name and relationship to You.

Claim Forms. When We receive notice of a claim, We will send forms for filing the required proof. We will include instructions for completing and submitting the forms. If We do not send the forms within 15 Days, the claimant may send Us written proof of a claim in a letter. We will deem the letter to comply with the requirements for providing proof of loss if it is received within the timeframes established in the Proof of Claim section. The letter should state the nature, Date and cause of the claim.

Proof of Claim. Proof of a claim must be provided at the claimant's own expense within 90 Days after the Date of the loss. We will review proof of a claim when it is complete. It must include:

(1) the nature, Date, and cause of the claim;
(2) a description of the services provided; and
(3) a signed authorization for Us to obtain more information.

Within 15 Days after receiving the first proof of claim, We may send a written acknowledgment requesting any missing information or additional items needed to support the claim. This may include:

(1) any study models, treatment records or charts;
(2) copies of any x-rays or other diagnostic materials; and
(3) any other items We may reasonably require.

Additional Proof by Exam or Autopsy. While a claim is pending, We may have the claimant examined:

(1) by a Physician of Our choice;
(2) as often as is reasonably required.

In case of death, We may also have an autopsy done, where it is not forbidden by law.

Any such exam or autopsy will be at Our expense.

Exceptions. Failure to give notice or provide proof of a claim within the required time period will not invalidate or reduce the claim, if it is shown that it was done:

(1) as soon as reasonably possible; and
(2) in no event more than one year after it was required.

These time limits will not apply while the claimant lacks legal capacity.

PAYMENT OF CLAIMS.

Time of Payment. Benefits payable under this Certificate will be paid:

(1) immediately after We confirm liability; and
(2) in no event more than 30 Days after We receive acceptable proof of claim.

To Whom Payable. Accident benefits under this Certificate will be paid to You, unless:

(1) an overpayment has been made and We are entitled to reduce future benefits; or
(2) state or federal law requires that benefits be paid to an Insured Dependent Child's custodial parent or custodian.

CLAIM PROCEDURES
For
Accident Insurance
(Continued)

Benefits payable for Your death will be paid according with the Beneficiary provision, and the Facility of Payment and Payment Options provided below. Benefits payable for an Insured Dependent's death will be paid to:

(1) You, if You survive that Dependent; or
(2) Your Beneficiary or according with the Facility of Payment section, if You do not survive that Dependent.

Facility of Payment. If any benefit under this Certificate becomes payable to Your estate, a minor, or any person who We consider not competent to give a valid release, We may make payment to any one or more of the following:

(1) a person who has assumed the care and support of You or Your Beneficiary;
(2) a person who has incurred expense as a result of Your last illness or death;
(3) the personal representative of Your estate; or
(4) any person related by blood or marriage to You.

No payment made under this section may exceed $1,000. Any remaining amount will be paid as shown in the Beneficiary section.

Payment Options. Benefits will be paid in a lump sum by check. However, You or Your Beneficiary may instruct Us to pay the benefit by direct deposit electronic funds transfer. Any election must comply with Our practices at the time it is made.

NOTICE OF OUR CLAIM DECISION. We will send the claimant a written notice of Our claim decision. If We deny any part of the claim, the written notice will explain:

(1) the reason for the denial;
(2) how the claimant may request a review of Our decision; and
(3) whether more information is needed to support the claim.

Time Limits for Our Decision. Notice of Our decision will be sent within 15 Days after resolving the claim. If We need more than 15 Days to process a claim, an extension will be permitted.

We will send the claimant a written delay notice explaining the special circumstances which require the delay, and when a decision can be expected:

(1) by the 15th Day after We receive the first proof of a claim; and
(2) every 30 Days after that, until the claim is resolved.

If reasonably possible, We will send notice within 90 Days after receiving the first proof of a claim.

In any event, We must send written notice of Our decision within 180 Days after receiving the first proof of a claim. If We fail to do so, there is a right to an immediate review, as if the claim was denied.

Exception. If We need more information from the claimant to process a claim, it must be supplied within 45 Days after We request it. The resulting delay will not count towards the above time limits for claim processing.

REVIEW OF OUR CLAIM DECISION. If a claim is denied, the claimant may request a review of Our decision.

Second Review Request (Appeal). To begin a review, the claimant must send Us:

(1) a written request; and
(2) any written comments or other items to support the claim.

The claimant may review certain non-privileged information relating to the request for review.

Time Limits for Claimant to Request a Second Review (Appeal). The claimant must request a review within 60 Days after receiving a claim denial notice.

Notice of Our Review Decision. We will review the claim and send the claimant a written notice of Our decision. The notice will explain the reasons for Our decision. If We uphold the denial of all or part of the claim, We will also describe:

(1) any further appeal procedures available under the Policy;
(2) the right to access relevant claim information; and
(3) the right to request a state insurance department review, or to bring legal action.

Time Limits for Our Review Decision. Notice of Our decision will be sent within:

(1) 60 Days after We receive the request for review; or
(2) 120 Days, if a special case requires more time.

If We need more time to process an appeal in a special case, We will send the claimant a written delay notice by the 30th Day after receiving the request for review. The notice will explain:

(1) the special circumstances which require the delay;
(2) whether more information is needed to review the claim; and
(3) when a decision can be expected.

Exception. If We need more information from the claimant to process an appeal, it must be supplied within 45 Days after We request it. The resulting delay will not count towards the above time limits for appeal processing.

Claims Subject to ERISA (Employee Retirement Income Security Act of 1974**).** Before bringing a civil legal action under the federal labor law known as ERISA, an employee benefit plan participant or beneficiary must exhaust available administrative remedies. Under the Policy, the claimant must first seek two administrative reviews of the adverse claim decision, in accord with this section. If an ERISA claimant brings legal action under Section 502(a) of ERISA after the required reviews, We will waive any right to assert that he or she failed to exhaust administrative remedies.

RIGHT OF RECOVERY. If benefits have been overpaid on any claim, We must be repaid within 60 Days. If You do not repay an overpayment, We have the right to:

(1) reduce future benefits payable to You, Your Beneficiary, or Your estate under this Certificate or any other group insurance policy We issue until full reimbursement is made; and
(2) recover overpayments from You, Your Beneficiary, or Your estate.

Repayment is required whether the overpayment is due to fraud, Our error in processing a claim, or any other reason.

LEGAL ACTIONS. No legal action to recover any benefits may be brought until 60 Days after the required written proof of claim has been given. No such legal action may be brought more than three years after the Date written proof of claim is required.

PAYMENT TO THE TEXAS DEPARTMENT OF HUMAN SERVICES. All benefits paid on behalf of a Child under this Certificate must be paid to the Texas Department of Human Services whenever:

(1) the Texas Department of Human Services is paying benefits under the Human Resources Code chapters addressing financial and medical assistance service programs; and
(2) the parent who is covered by this Certificate:
    (a) has possession or access to the Child pursuant to a court order; or
    (b) is not entitled to access or possession of the Child and is required by the court to pay child support.

When the claim is first submitted to Our Group Insurance Service Office, written notice that all benefits must be paid directly to the Texas Department of Human Services must also be included.

Benefits will not be reduced or denied because they are covered by the Medical Assistance Act of 1967, as amended.

PAYMENT TO POSSESSORY OR MANAGING CONSERVATOR OF DEPENDENT CHILD. Benefits may be paid on behalf of a minor Dependent Child, to a person other than You, if an order issued by any court of competent jurisdiction names such person the possessory or managing conservator of the Child.

To be entitled to receive benefits, a possessory or managing conservator of a Child must submit to Us with the claim form, written notice that such person is the possessory or managing conservator of the Child on whose behalf the claim is made, and submit a certified copy of a court order establishing the person as the possessory or managing conservator. This will not apply in the case of any unpaid medical bill for which a valid assignment of benefits has been exercised, or to claims You submit where You paid any portion of a medical bill that would be covered under the terms of the Policy.

BENEFICIARY

PAYMENTS TO BENEFICIARY. Any amount payable as a result of Your death will be paid to the named Beneficiary who survives You.

NAMING THE BENEFICIARY. Your Beneficiary will be as shown on Your Beneficiary designation for this insurance. If the Policy replaces a group policy providing similar insurance, Your Beneficiary named under the prior policy will be the Beneficiary under Our Policy, until changed.

Multiple Beneficiaries. You may name one or more Beneficiaries, and control the order and share of payment made to each named Beneficiary. If more than one Beneficiary is named and You do not designate the order or share of payment, benefits will be paid equally to Your Beneficiaries. If a named Beneficiary dies and You do not otherwise designate how that Beneficiary's share will be paid, then:

(1) that share will be divided and paid equally to Your surviving Beneficiaries; and
(2) the entire death benefit will be paid to a single Beneficiary, if only one survives.

No Beneficiary Named or Surviving. If You have not named a Beneficiary, or if no named Beneficiaries survive You, payment will be made to Your:

(1) Spouse; or, if none
(2) surviving child or children in equal shares; or, if none
(3) surviving parent or parents in equal shares; or, if none
(4) surviving sibling or siblings in equal shares; or, if none
(5) estate.

In determining who is to receive payment, We may rely upon an affidavit by a member of the class to receive payment. Unless We receive written notice at Our Group Insurance Service Office of a valid claim by some other person before paying the proceeds, We will make payment based upon the affidavit We have received. Such payment will release Us from any further obligation for the death benefit.

The amount payable to anyone shown above will be reduced by any amount paid in accord with the Facility of Payment section described in the Claims Procedures.

If the person who would otherwise receive payment dies:

(1) within 15 Days of Your death; and
(2) before We receive satisfactory proof of Your death;

payment will be made as if You had survived that person, unless other provisions have been made.

CHANGING THE BENEFICIARY. Only You may change the Beneficiary. You may name or change the Beneficiary at any time. A new Beneficiary may be named by submitting a Beneficiary designation change to the Group Policyholder prior to Your death. Subject to any action We take before receiving notice, any change to Your Beneficiary will be effective:

(1) the Date it was completed; or
(2) for written notice, the Date it was signed.

TERMINATION
For
Your Accident Insurance

DATE OF TERMINATION. Your insurance will terminate at 12:00 midnight on the earliest of:

(1) the Date the Policy terminates or the Participating Organization's participation terminates (but without prejudice to any claim incurred prior to termination.);
(2) the Date Your Class is no longer eligible for insurance;
(3) the Date You cease to be a member of the Eligible Class;
(4) the last Day of the Insurance Month in which You request termination;
(5) the last Day of the last Insurance Month for which Premium payment is made on Your behalf;
(6) the end of the period for which the last required Premium has been paid;
(7) with respect to any particular insurance benefit, the Date that benefit terminates;
(8) the last Day of the Insurance Month coinciding with or next following the Date Your employment with the Group Policyholder terminates; or
(9) the Date You enter armed services of any state or country on active duty, except for duty of 30 Days or less for training in the Reserves or National Guard (If You send proof of military service, We will refund any unearned Premium.);

unless insurance is continued as provided in the Continuation Rights or Portability provisions.

INDIVIDUAL TERMINATION. Termination will have no effect on benefits payable for a Covered Accident that occurred while You were insured under the Policy.

TERMINATION
For
Dependents Accident Insurance

DATE OF TERMINATION. Accident Insurance on a Dependent will cease on:

(1) the Date he or she ceases to be an eligible Spouse; or
(2) the Date he or she ceases to be an eligible Dependent Child.

Dependents Accident Insurance will cease for all Your Insured Dependents on the earliest of:

(1) the Date Your Accident Insurance terminates;
(2) the Date Dependents Accident Insurance is discontinued;
(3) the Date You cease to be in a class eligible for Dependents Accident Insurance;
(4) the Date You request that the Dependents Accident Insurance be terminated;
(5) with respect to a benefit or a specific type of benefit, the Date the portion of the Policy providing that type of benefit terminates; or
(6) the Date through which Premium has been paid on behalf of the Insured Dependents.

DEPENDENT TERMINATION. Termination will have no effect on benefits payable for a Covered Accident that occurred while the Insured Dependent was insured under the Policy.

CONTINUATION RIGHTS
For
You and Your Dependents

CONTINUATION RIGHTS FOR YOU. Ceasing Active Work results in termination of Your eligibility for insurance, but insurance may be continued as follows.

Family or Medical Leave. If You go on an approved Family or Medical Leave and are **not** entitled to any more favorable continuation available during disability, insurance may be continued until the earliest of:

(1) the end of the leave period approved by the Group Policyholder;
(2) the end of the leave period required by federal law, or any more favorable period required by a similar state law;
(3) the Date You notify the Group Policyholder that You will not return; or
(4) the Date You begin employment with another employer.

The required Premium payments must be received from the Group Policyholder throughout the period of continued insurance.

Military Leave. If You go on a Military Leave, insurance may be continued for the same period allowed for an approved Family or Medical Leave or any more favorable leave in which employees with similar seniority, status, and pay who are on furlough or leave of absence are granted by the Group Policyholder. The required Premium payments must be received from the Group Policyholder throughout the period of continued insurance.

Disability. If You are disabled as a result of illness or Injury, then insurance may be continued until the earlier of:

(1) 12 Insurance Months after the disability begins; or
(2) the Date You are no longer disabled.

The required Premium payments must be received from the Group Policyholder, throughout the period of continued insurance.

Other Leave of Absence. When You cease work due to an approved leave of absence (other than an approved Family or Medical Leave or Military Leave), insurance may be continued for three Insurance Months. The required Premiums must be received from the Group Policyholder throughout the period of continued insurance.

Lay Off. When You cease work due to a temporary layoff, insurance may be continued for three Insurance Months following the month in which the layoff begins. The required Premiums must be received from the Group Policyholder throughout the period of continued insurance.

Sabbatical Leave. When You cease work due to an approved sabbatical, insurance may be continued for three Insurance Months after the sabbatical begins or until the end of the approved sabbatical. The required Premiums must be received from the Group Policyholder throughout the period of continued insurance.

Conditions. In administering the above continuations, the Group Policyholder and any Participating Organizations must not act so as to discriminate unfairly among Employees in similar situations.

CONTINUATION RIGHTS FOR SURVIVING DEPENDENTS. If Accident Insurance terminates due to Your death, Dependents Accident Insurance may be continued:

(1) for three Insurance Months, or any longer period, if required by state or federal law;
(2) provided the Group Policyholder submits the Premium on behalf of the surviving Dependents, and the Policy remains in force.

PORTABILITY
For
You and Your Dependents

PORTABILITY FOR YOU. If Your Accident Insurance ends, You may be eligible for Portability. Portability allows continuation of Your Accident Insurance and Dependents Accident Insurance under this Certificate. Portability follows any Continuation Rights. To continue insurance, You must:

(1) notify Us within 31 Days of the Date the insurance would otherwise end;
(2) pay the applicable Premium to Us; and
(3) have been insured under this Certificate just prior to the Date Your insurance under the Policy replaces.

Maximum Duration. Subject to Termination of Portability, the maximum period You may continue Your Accident Insurance and Dependents Accident Insurance under this provision is the later of:

(1) the Date You reach age 70; or
(2) the Date the insurance has been continued for 12 months.

Limitations on Portability. Portability is not available when insurance terminates solely because of:

(1) Your Spouse or Child ceasing to be an eligible Dependent;
(2) Your organization ceasing to be a Participating Organization;
(3) nonpayment of Premiums; or
(4) Policy termination.

Payment of Premium. We will send You a billing statement on or before each Premium due Date. You must pay Premium directly to Us on or before each due Date, throughout the period of continued insurance. The required Premium will equal:

(1) the group rate; plus
(2) a direct billing fee based on the Premium frequency You choose.

You may request to change:

(1) Premium frequency if You notify Us in advance; and
(2) billing frequency at any time the insurance is in force, except during a Grace Period.

Termination of Your Portability. Insurance continued under this section ends on the earliest of:

(1) the Date We receive a written request from You to terminate the insurance;
(2) the last Day of the period for which You paid Premiums;
(3) the Date You die;
(4) the Date the Maximum Duration ends; or
(5) the Date You return to an eligible class under the Policy.

DEPENDENTS PORTABILITY. If You die or divorce, Your Insured Spouse may be eligible for Dependents Portability. Dependents Portability allows Your Insured Spouse to continue his or her insurance under this Certificate. To continue his or her insurance, Your Insured Spouse must:

(1) notify Us within 31 Days of the Date the insurance would otherwise end;
(2) pay the applicable Premium to Us; and
(3) have been insured under this Certificate just prior to the Date You died or divorced.

Your Insured Spouse may also continue Your Dependent Child's Accident insurance, provided:

(1) the Dependent Child was insured at the time of Your death or divorce; and
(2) You are not continuing Dependents Accident Insurance for Your Child.

Maximum Duration. Subject to Termination of Dependents Portability, the maximum period Your Insured Spouse may continue his or her insurance under this provision is the later of:

(1) the Date he or she reaches age 70; or
(2) the Date the insurance has been continued for 12 months.

Insurance provided under this provision for a Dependent Child will cease on the Date he or she ceases to be an eligible Dependent Child.

Payment of Premium. We will send Your Insured Spouse a billing statement on or before each Premium due Date. He or she must pay Premium directly to Us on or before each due Date, throughout the period of continued insurance. The required Premium will equal:

(1) the group rate if You remained an Employee; plus
(2) a direct billing fee based on the Premium frequency Your Insured Spouse chooses.

Termination of Dependents Portability. Insurance continued under this section ends on the earliest of:

(1) the Date We receive a written request from Your Insured Spouse to terminate the insurance;
(2) the last Day of the period for which Your Insured Spouse paid Premiums;
(3) the Date Your Insured Spouse dies;
(4) the Date the Child ceases to be an eligible Dependent; or
(5) the Date the Maximum Duration ends.

We may terminate the Dependents Accident Insurance continued under this provision for any reason by providing 31 Days notice.

GENERAL PROVISIONS
For
You and Your Dependents

ENTIRE CONTRACT. The entire contract with the Group Policyholder includes:
(1) the Policy and any amendments to it;
(2) the Group Policyholder's application, if any;
(3) any Participating Organization's Application or Participation Agreement; and
(4) the Certificate for each insured class and any amendments to it.

AUTHORITY TO MAKE OR AMEND CONTRACT. Only a Company officer located in Our Group Insurance Service Office has the authority to:
(1) determine the insurability of a group or any individual within a group;
(2) make a contract in Our name;
(3) amend or waive any provision of the Policy; or
(4) extend the time for payment of any Premium.

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

INCONTESTABILITY. Except for the non-payment of Premiums, We may not contest the validity of the Policy after it has been in force for two years from its Date of issue. In the absence of fraud, a statement made by You or Your Insured Dependent relating to Your or Your Insured Dependent's insurability may not be used to contest the validity of the insurance with respect to which the statement was made:
(1) after the insurance has been in force for two years during Your or Your Insured Dependent's lifetime; and
(2) unless the statement is contained in a written instrument signed by the person making the statement.

This clause does not preclude, at any time, the assertion of defenses based upon this Certificate's eligibility requirements.

In the absence of fraud, all statements made by You or Your Insured Dependents are representations and not warranties. No statement made by You or Your Insured Dependent will be used to contest the insurance provided by the Policy, unless:
(1) it is contained in a written statement signed by You or Your Insured Dependent; and
(2) a copy of the statement has been furnished:
    (a) to You or Your Insured Dependent; or
    (b) to Your or Your Insured Dependent's beneficiary or personal representative, if the statement was made by You or Your Insured Dependent and You have died or become incapacitated.

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

CURRENCY. In administering this Certificate all Premium and benefit amounts must be paid in U.S. dollars.

WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE. The Policy does not replace or provide benefits required by:
(1) Workers' Compensation laws; or
(2) any state temporary disability insurance plan laws.

MISSTATEMENT OF AGE. If Your or Your Insured Dependent's age has been misstated, the correct age will be used to determine if insurance is in effect and adjust benefits, as appropriate.

ASSIGNMENT. The rights and benefits under this Certificate may not be assigned.

DEFINITIONS
For
You and Your Dependents

ACCIDENT or ACCIDENTAL refers to an event or occurrence that was not reasonably foreseeable, or that could not have been reasonably expected or anticipated.

ACCIDENT INSURANCE means the insurance provided by the Policy for You.

ACTIVE, ACTIVE WORK, or ACTIVELY AT WORK means Your performance, for at least the Minimum Hours shown in the Schedule of Benefits, of all customary duties of Your occupation at:

(1) the Group Policyholder's place of business; or
(2) any other business location designated by the Group Policyholder.

Unless disabled on the prior workday or on the Day of absence, You will be considered Actively at Work on the following Days:

(1) a non-scheduled workday or holiday;
(2) a paid vacation Day, or other scheduled or unscheduled non-workday; or
(3) a non-medical leave of absence of 12 weeks or less, whether taken with the Group Policyholder's prior approval or on an emergency basis.

ADULT CARE FACILITY means any facility which:

(1) is licensed by the state as an adult care facility;
(2) provides personal care and supervision for people suffering from physical infirmities caused by age or cognitive disabilities; and
(3) is not operated by You or a member of Your immediate family.

AIRCRAFT means any device used for aerial navigation, including but not limited to, airplanes, helicopters, balloons, gliders, parachutes, hang gliders and parasails.

ALTERNATE CARE OR REHABILITATIVE FACILITY means a facility that is licensed according to state and local laws to provide skilled care, intermediate care, intermingled care, custodial care, or rehabilitative care as an alternative to care at a Hospital.

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

CHANGE IN FAMILY STATUS means a marriage, divorce, birth, adoption, death, or change of employment or eligibility status or other event that qualifies under the requirements of Section 125 of the Internal Revenue Code of 1986, as amended. Change in Family Status also means involuntary loss of comparable insurance under a Spouse's benefit plan.

CHILD or **CHILDREN** means:

(1) Your natural child, legally adopted child, or stepchild;
(2) a child placed with You for the purpose of adoption, or for which You are a party in a suit to adopt the child;
(3) a child for whom You are required by court or administrative order to provide insurance, or to provide medical support under an order issued under Texas Family Code or enforceable by a court in the State of Texas;
(4) Your grandchild; or
(5) a foster child for whom You have assumed full parental responsibility and control.

CHILD CARE CENTER means any facility which:

(1) is licensed as such by the state;
(2) provides non-medical care and supervision for children in a group setting; and
(3) is not operated by You or a member of Your immediate family.

CHIP FRACTURE means a fracture in which a piece of the bone is broken off.

CHIROPRACTOR means a person other than You who:
(1) is licensed by the state to practice as a chiropractor;
(2) performs services within the scope of his or her license; and
(3) practices according to the Code of Ethics of the American Chiropractic Association.

COMPANION means a Spouse, sibling, Child, parent, grandparent, or any primary care giver. You may be considered Your Insured Dependent's Companion.

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

COVERED ACCIDENT means an Accident that:
(1) You or an Insured Dependent sustains; and
(2) is not otherwise excluded under this Certificate.

COVERED MOTOR VEHICLE ACCIDENT means a Motor Vehicle Accident that:
(1) You or an Insured Dependent sustains;
(2) occurs while traveling in a Motor Vehicle; and
(3) is not otherwise excluded under this Certificate.

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

DENTIST means a licensed doctor of dentistry, operating within the scope of his or her license, in the state in which he or she is licensed.

DEPENDENT means Your Spouse or Dependent Child.

DEPENDENT ADULT means Your :
(1) siblings, parents, and grandparents; and
(2) Spouse's relatives of like degree:
who are chiefly dependent upon You for support and maintenance, and reside in Your household.

DEPENDENT CHILD means Your Child who meets the age requirements shown in the Schedule of Benefits.

DEPENDENTS ACCIDENT INSURANCE means the insurance provided by the Policy for eligible Dependents.

DISLOCATION means a completely separated joint. A Partial Dislocation means that the joint is misaligned, but not completely dislocated, as diagnosed by a Physician.

EMERGENCY CARE FACILITY means an emergency room recognized by the laws of the state where located.

EMERGENCY TREATMENT means medical services that You or Your Insured Dependent receives in an Emergency Care Facility.

EMPLOYEE (Full-Time) means a person:
(1) whose employment with the Group Policyholder or Participating Organization is the person's main occupation;
(2) whose employment is for regular wage or salary;

(3) who is Actively at Work;
(4) who is a member of an eligible class under the Policy;
(5) who is not a temporary or seasonal employee; and
(6) who is a citizen of the United States or legally works in the United States.

It also includes a former Employee who has elected Portability

FAMILY OR MEDICAL LEAVE means an approved leave of absence that:
(1) is subject to the federal FMLA law (the Family and Medical Leave Act of 1993 and any amendments to it) or a similar state law;
(2) is taken in accord with the Group Policyholder's or Participating Organization's leave policy and the law which applies; and
(3) does not exceed the period approved by the Group Policyholder and required by that law.

The leave period may:
(1) consist of consecutive or intermittent work Days; or
(2) be granted on a part-time equivalency basis.

If You are entitled to a leave under both the federal FMLA law and a similar state law, the leave period that is more favorable to You will apply. If You are on an FMLA leave due to Your own health condition on the Group Policy Effective Date, You are not considered Actively at Work.

FRACTURE means a broken bone that can be determined by a diagnostic exam.

GROUP POLICYHOLDER means the person, partnership, corporation, trust, or other organization, as shown on the Face Page of this Certificate.

HOME HEALTH CARE AGENCY means an agency that provides skilled nursing and other home health care services according to state and local laws on a visiting basis in temporary or principal places of residence.

HOSPITAL means a general hospital which:
(1) is licensed, approved or certified by the state where it is located;
(2) offers services, facilities, and beds for use for more than 24 hours for two or more unrelated individuals requiring diagnosis, treatment, or care for illness, injury, deformity, abnormality, or pregnancy; and
(3) regularly maintains, at a minimum, clinical laboratory services, diagnostic X-ray services, treatment facilities including surgery or obstetrical care or both, and other definitive medical or surgical treatment of similar extent.

HOSPITAL CONFINEMENT means being a registered bed patient in a Hospital upon a Physician's recommendation.

INJURY OR INJURIES means bodily harm solely due to an Accident. It includes all complications of and all injuries sustained in the same Covered Accident.

INPATIENT means an overnight resident patient.

INSURANCE MONTH means that period of time shown on the Schedule of Benefits:
(1) beginning at 12:01 a.m.; and
(2) ending at 12:00 midnight;
at the Group Policyholder's primary place of business.

INSURED DEPENDENT means a Dependent for whom Accident Insurance under this Certificate is in effect.

INSURED DEPENDENT CHILD means a Dependent Child for whom Accident Insurance under this Certificate is in effect.

INSURED SPOUSE means Your Spouse for whom Accident Insurance under this Certificate is in effect.

INTENSIVE CARE UNIT (ICU) means a designated part of a Hospital that:
(1) provides the highest level of medical care and is restricted to patients who are critically ill or injured and who require intensive comprehensive observation and care;
(2) is separate and apart from the surgical recovery room and from rooms, beds, wards, and units customarily used for patient confinement;
(3) is permanently equipped with special lifesaving equipment for the care of the critically ill or injured;
(4) is under continuous observation by a specially trained nursing staff assigned exclusively to the intensive care unit on a 24-hour basis; and
(5) is assigned a Physician on a full-time basis.

LEGALLY OPERATED means being driven by a person:
(1) with a valid driver's license; and
(2) within the legal speed limit in the jurisdiction in which the Accident occurred.

MEDICAL HEALTH PROFESSIONAL means a person, other than a Physician, that renders medical care and performs services that are within the scope of such person's license. Included in this definition are registered nurses, physician's assistants, and nurse practitioners.

MEDICAL MOBILITY DEVICE means an item, other than a wheelchair, that is intended by its manufacturer for use in directly substituting for a malfunctioning part of the body for assistance with mobility. Examples include cane, crutches, knee walkers, walking boots, and walkers.

MILITARY LEAVE means a leave of absence that:
(1) is subject to the federal USERRA law (the Uniformed Services Employment and Reemployment Rights Act of 1994 and any amendments to it);
(2) is taken in accord with the Group Policyholder's or Participating Organization's leave policy and the federal USERRA law; and
(3) does not exceed the period required by that law.

MOTOR VEHICLE means any vehicle driven or drawn by an internal combustion engine, an electric motor, or by some combination of the two, that may be registered for use on public streets, roads, and highways. "Motor Vehicle" excludes tractors and scooters.

MOTOR VEHICLE ACCIDENT means the unintended collision of a Motor Vehicle with another vehicle, or with an object, animal, or person.

OBSERVATION UNIT means a specified area within a Hospital, apart from the emergency room, where a patient can be monitored following outpatient Surgery or treatment in the emergency room by a Physician and which:
(1) is under the direct supervision of a Physician or registered nurse;
(2) is staffed by nurses assigned specifically to that unit; and
(3) provides care seven Days per week, 24 hours per Day.

OCCUPATIONAL THERAPIST means a person other than You or Your Insured Dependent who:
(1) is licensed by the state to practice occupational therapy;
(2) performs services within the scope of his or her license; and
(3) practices according to the Code of Ethics of the American Occupational Therapy Association.

OPEN ENROLLMENT PERIOD means the calendar year period designated by the Group Policyholder, and approved by Us, during which You may be eligible to purchase or make changes to Your or Your Dependents Accident Insurance.

ORGANIZED SPORTING ACTIVITY means any scheduled athletic event on a sports field. It includes practice, and events associated with school programs and non-school programs that are governed by an organization and require formal registration to participate. Organized Sporting Activity does not include unstructured play such as pick-up games or spontaneous play.

OUTPATIENT TREATMENT means medical services that You or Your Insured Dependent receives when not confined as an Inpatient in a Hospital.

PARTICIPATING ORGANIZATION means an organization that We have approved for participation in the insurance provided by the Policy.

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

PERSON means an Employee of the Group Policyholder:
(1) who is a member of a class that is eligible for insurance under the Policy; and
(2) who has enrolled for insurance.

PHYSICAL THERAPIST means a person other than You or Your Insured Dependent who:
(1) is licensed by the state to practice physical therapy;
(2) performs services within the scope of his or her license; and
(3) practices according to the Code of Ethics of the American Physical Therapy Association.

PHYSICIAN means:
(1) a medical doctor who is licensed to practice medicine, to prescribe and administer drugs, or to perform Surgery; or
(2) any other duly licensed medical practitioner who is deemed by state law to be the same as a medical doctor.

The medical doctor or other medical practitioner must be acting within the scope of his or her license.

POLICY means the Group Accident Insurance policy issued by Us to the Group Policyholder.

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

REINSTATEMENT or TO REINSTATE means to enroll or re-enroll for Accident Insurance without satisfying a new Eligibility Waiting Period.

SEVERE TRAUMATIC BRAIN INJURY means a sudden impact to the head or a penetrating head Injury that:
(1) causes irreversible physical damage to the brain;
(2) prevents performance of the material functions and activities of a person of like age and gender who is in good health;
(3) is diagnosed by a Physician as 8 or less on the Glasgow Coma Scale (or as an equivalent score on any other officially recognized scale used to measure the severity of a brain injury).

SICKNESS means:
(1) illness;
(2) pregnancy; or
(3) infection, except when the infection is due to an Accidental cut or wound.

SPOUSE means the person lawfully married to You, as recognized by any state, possession, or territory of the United States.

SURGERY or SURGICAL means a procedure performed by a Physician in a Hospital or an outpatient facility that:
(1) is intended to be curative, palliative, or exploratory; and
(2) requires an incision to the skin or tissue, or general anesthesia.

TERRORISM means activities against persons, organizations or property of any nature if such activities involve the following or preparation for the following:
(1) use or threat of force or violence;
(2) commission or threat of a dangerous act; or
(3) commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and

when one or both of the following applies:
(1) the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
(2) it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or to express opposition to) a philosophy or ideology.

URGENT CARE FACILITY means a dedicated medical facility, other than an emergency room, that provides immediate services or treatment, and that is recognized by the laws of the state where located.

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

YOU, YOUR, and YOURS means the Person for whom Policy insurance is in effect.

How you're protected if your life or health insurance company fails

The Texas Life and Health Insurance Guaranty Association protects you by paying your covered claims if your life or health insurance company is insolvent (can't pay its debts). **This notice summarizes your protections.**

The Association will pay your claims, with some exceptions required by law, if your company is licensed in Texas and a court has declared it insolvent. You must live in Texas when your company fails. If you don't live in Texas, you may still have some protections.

For each insolvent company, the Association will pay a person's claims only up to these dollar limits set by law:

Accident, accident and health, or health insurance (including HMOs):

- Up to $500,000 for health benefit plans, with some exceptions.
- Up to $300,000 for disability income benefits.
- Up to $300,000 for long-term care insurance benefits.
- Up to $200,000 for all other types of health insurance.

Life insurance:

- Up to $100,000 in net cash surrender or withdrawal value.
- Up to $300,000 in death benefits.

Individual annuities: Up to $250,000 in the present value of benefits, including cash surrender and net cash withdrawal values.

Other policy types: Limits for group policies, retirement plans and structured settlement annuities are in Chapter 463 of the Texas Insurance Code.

Individual aggregate limit: Up to $300,000 per person, regardless of the number of policies or contracts. A limit of $500,000 may apply for people with health benefit plans.

Parts of some policies might not be protected: For example, there is no protection for parts of a policy or contract that the insurance company doesn't guarantee, such as some additions to the value of variable life or annuity policies.

To learn more about the Association and your protections, contact:	For questions about insurance, contact:
Texas Life and Health Insurance Guaranty Association 1717 West 6th Street Suite 230 Austin, TX 78703-4776 1-800-982-6362 or www.txlifega.org	**Texas Department of Insurance** P.O. Box 12030 Austin, TX 78711 1-800-252-3439 or www.tdi.texas.gov

Note: You're receiving this notice because Texas law requires your insurance company to send you a summary of your protections under the Texas Life and Health Insurance Guaranty Association Act (Insurance Code, Chapter 463). **There may be other exceptions that aren't included in this notice.** When choosing an insurance company, you should not rely on the Association's coverage. Texas law prohibits companies and agents from using the Association as an inducement to buy insurance or HMO coverage.

Chapter 463 controls if there are differences between the law and this summary.

SUMMARY PLAN DESCRIPTION

The following information together with your group insurance certificate issued to you by The Lincoln National Life Insurance Company of Omaha, Nebraska is the Summary Plan Description required by the Employee Retirement Income Security Act of 1974 to be distributed to participants in the Plan. This Summary Plan Description is only intended to provide an outline of the Plan's benefits. The Plan Document will govern if there is any discrepancy between the information contained in this Description and the Plan.

The name of the Plan is: Group Accident Insurance for Employees of McLane Company, Inc.

The name, address and ZIP code of the Sponsor of the Plan is:
McLane Company, Inc.
4747 McLane Parkway
TEMPLE, TX 76504.

Employer Identification Number (EIN): 741478631 IRS Plan Number: 502

The name, business address, ZIP code and business telephone number of the Plan Administrator is:
McLane Company, Inc.
4747 McLane Parkway
TEMPLE, TX 76504.

The Plan Administrator is responsible for the administration of the Plan and is the designated agent for the service of legal process for the Plan. Functions performed by the Plan Administrator include: the receipt and deposit of contributions, maintenance of records of Plan participants, authorization and payment of Plan administrative expenses, selection of the insurance consultant, selection of the insurance carrier and assisting The Lincoln National Life Insurance Company. The Lincoln National Life Insurance Company has the sole discretionary authority to determine eligibility and to administer claims in accord with its interpretation of policy provisions, on the Plan Administrator's behalf.

Type of Administration. The Plan is administered directly by the Plan Administrator with benefits provided in accordance with provisions of the group insurance policy issued by The Lincoln National Life Insurance Company whose Group Insurance Service Office address is 8801 Indian Hills Drive, Omaha, Nebraska.

Type of Plan. The benefits provided under the Plan are: Group Accident Insurance

Type of Funding Arrangement: The Lincoln National Life Insurance Company

All employees are given a Certificate of Group Insurance which contains a detailed description of the Benefits, Limitations, and Exclusions. The Certificate also contains the Schedule of Insurance which includes the Types of Benefits, Benefit Amounts, and Waiting Period information. If your Booklet, Certificate or Schedule of Insurance has been misplaced, you may obtain a copy from the Plan Administrator at no charge.

Eligibility. Full-time employees working at least 30 hours per week.

Employees become eligible on the Date of completion of active full-time employment.

Contributions. You are required to make contributions for Personal Accident Insurance and Dependents Accident Insurance.

The Plan's fiscal year ends on: December 31st of each year

The name and section of relevant Collective Bargaining Agreements: None

The name, title and address of each Plan Trustee: None

Loss of Benefits. The Plan Administrator may terminate the policy, or subject to The Lincoln National Life Insurance Company's approval, may modify, amend or change the provisions, terms and conditions of the policy. Coverage will also terminate if the premiums are not paid when due. No consent of any Insured Person or any other person referred to in the policy will be required to terminate, modify, amend or change the policy. See your Plan Administrator to determine what, if any, arrangements may be made to continue your coverage beyond the date you cease active work.

Claims Procedures. You may obtain claim forms and instructions for filing claims from the Plan Administrator or from the Group Insurance Service Office of The Lincoln National Life Insurance Company. To expedite the processing of your claim, instructions on the claim form should be followed carefully; be sure all questions are answered fully. In accordance with ERISA, The Lincoln National Life Insurance Company will send you or your beneficiary a written notice of its claim decision within:

- 90 days after receiving the first proof of a death or other Accident claim (180 days under special circumstances); or 45 days after receiving the first proof of a disability claim, if applicable (105th day under special circumstances).

If a claim is partially or wholly denied, this written notice will explain the reason(s) for denial, how a review of the decision may be requested, and whether more information is needed to support the claim. You, or another person on your behalf, may request a review of the claim by making a written request to The Lincoln National Life Insurance Company within:

- 60 days after receiving a denial notice of a death or other Accident claim; or 180 days after receiving a denial notice of a claim for disability income benefits, if applicable.

This written request for review should state the reasons why you feel the claim should not have been denied and should include any additional documentation to support your claim. You may also submit for consideration additional questions or comments you feel are appropriate, and you may review certain non-privileged information relating to the request for review. The Lincoln National Life Insurance Company will make a full and fair review of the claim and provide a final written decision to you or your beneficiary within:

- 60 days after receiving the request for a review of a death or other Accident claim (120 days under special circumstances); or 45 days after receiving the request for review of a claim for disability income benefits, if applicable (90 days under special circumstances).

If more information is needed to resolve a claim, the information must be supplied within 45 days after requested. Any resulting delay will not count toward the above time limits for claims or appeals processing. Please refer to your certificate of insurance for more information about how to file a claim, how to appeal a denied claim, and for details regarding the claims procedures.

Statement of ERISA Rights

The following statement of ERISA rights is required by federal law and regulation. As a participant in this plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Plan and Benefits. Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series), if any, filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series), if any, and updated summary plan description. The administrator may make a reasonable charge for copies.

Receive a summary of the plan's annual financial report if the plan covers 100 or more participants. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries. In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights. If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions. If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor (listed in your telephone directory) or contact the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.