



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. HI-0000273051 has been issued to:

McLane Company, Inc.
(The Group Policyholder)

Certificate of Group Insurance for Plan 1/Class 1

This Certificate, and any amendments which may be attached to it, contain 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.

A handwritten signature in cursive script that reads "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.

The Policy is subject to an increase in the Premium at time of renewal. Refer to the Policy's Premium and Premium Rates provision for additional information on Premium increases.

CERTIFICATE OF GROUP HOSPITAL INDEMNITY INSURANCE

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

Have a complaint or need help? ¿Tiene una queja o necesita ayuda?

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 (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

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 (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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McLane Company, Inc.
HI-0000273051

SCHEDULE OF BENEFITS

Plan 1 - Hospital Indemnity
Class 1 - All Full-Time Salaried and Hourly Employees

Group Policy Effective Date: January 1, 2023

Reissued Policy Effective Date: January 1, 2025

Group Policy Number: HI-0000273051

Participating Organizations:

Claims Services, Inc. (Effective Date January 1, 2023)
Consumer Value Products, Inc. (Effective Date January 1, 2023)
Empire Distributors of Colorado, Inc. (Effective Date January 1, 2023)
Empire Distributors of North Carolina, Inc. (Effective Date January 1, 2023)
Empire Distributors of Tennessee, Inc. (Effective Date January 1, 2023)
Empire Distributors, Inc. (Effective Date January 1, 2023)
Intrepid JSB, Inc. (Effective Date January 1, 2023)
Kahn Ventures, Inc. (Effective Date January 1, 2023)
Kinexo, Inc. (Effective Date January 1, 2023)
M & C Products, Inc. (Effective Date January 1, 2023)
MFS Fleet, Inc. (Effective Date January 1, 2023)
McLane Beverage Distribution, Inc. (Effective Date January 1, 2023)
McLane Beverage Holding, Inc. (Effective Date January 1, 2023)
McLane Eastern, Inc. (Effective Date January 1, 2023)
McLane Express, Inc. (Effective Date January 1, 2023)
McLane Foodservice Distribution, Inc. (Effective Date January 1, 2023)
McLane Foodservice, Inc. (Effective Date January 1, 2023)
McLane Mid-Atlantic, Inc. (Effective Date January 1, 2023)
McLane Midwest, Inc. (Effective Date January 1, 2023)
McLane Minnesota, Inc. (Effective Date January 1, 2023)
McLane New Jersey, Inc. (Effective Date January 1, 2023)
McLane Ohio, Inc. (Effective Date January 1, 2023)
McLane Southern, Inc. (Effective Date January 1, 2023)
McLane Suneast, Inc. (Effective Date January 1, 2023)
McLane Western, Inc. (Effective Date January 1, 2023)
Transco, Inc. (Effective Date January 1, 2023)

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

Contributions: You are required to contribute to the cost for Your Hospital Indemnity Insurance and to the cost for Dependents Hospital Indemnity 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: None (For Date insurance begins, refer to "Effective Dates" section.)

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

Minimum Full-Time Hours: 30 hours per week

McLane Company, Inc.
HI-0000273051

SCHEDULE OF BENEFITS
(Continued)

Plan 1 - Hospital Indemnity
Class 1 - All Full-Time Salaried and Hourly Employees

Dependent Child Age: to 26 years

Refer to the Eligibility and Effective Dates for Dependents Hospital Indemnity Insurance provision for more information.

Prior Insurance Credit: Included

Refer to the Prior Insurance Credit 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

Temporary Reduction in Hours: six Insurance Months

Labor Dispute: six Insurance Months

Refer to the Continuation Rights section 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.

Pre-Existing Condition Exclusion: Not Applicable

McLane Company, Inc.
HI-0000273051

SCHEDULE OF BENEFITS
(Continued)

For
Plan 1 - Hospital Indemnity
Class 1 - All Full-Time Salaried and Hourly Employees

HOSPITAL INDEMNITY INSURANCE

The Hospital Indemnity benefits You or an Insured Dependent may receive are shown in this Schedule of Benefits. Multiple benefits may be payable for a single Covered Event. Refer to the detailed description of each Benefit for more information.

IMPORTANT NOTES ABOUT THIS INSURANCE

Occupational Insurance. Benefits may be payable under this certificate for losses caused or contributed to by Injuries that arise out of, or in the course of, any employment for wage or profit.

BASIC INSURANCE

Type of Benefit and Benefit Amount

Admission Benefits

Hospital Admission	\$700 per Day
Maximum per Calendar Year	one Day

Hospital ICU Admission	\$1,400 per Day
Maximum per Calendar Year	one Day

Confinement Benefits

Hospital Confinement	\$100 per Day
Maximum per Calendar Year	30 Days

Hospital ICU Confinement	\$200 per Day
Maximum per Calendar Year	30 Days

Newborn Care	\$100 per Day
Maximum per Calendar Year	two Days per Childbirth

Outpatient Benefits

Health Assessment	\$50 per Day
Maximum per Calendar Year	one Day

Observation Unit	\$100 per Day
Maximum per Calendar Year	three Days

Enhancement Benefits

Hospital NICU Admission Increase	25%
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Hospital NICU Confinement Increase	25%
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ELIGIBILITY AND EFFECTIVE DATES

For Your Hospital Indemnity 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;
- (2) the Date Your organization becomes a Participating Organization; or
- (3) the Date the Eligibility Waiting Period shown in the Schedule of Benefits is completed.

Prior Service Credit Toward Eligibility Waiting Period. Prior service in an Eligible Class will apply toward the Eligibility Waiting Period 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 12 months after the leave begins;
- (4) within 12 months following a lay off;
- (5) within 12 months following termination of employment for any other reason; or
- (6) to an eligible class following a reduction in hours.

ENROLLMENT. You may enroll for Hospital Indemnity 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 Hospital Indemnity Insurance during the Group Policyholder's Open Enrollment Period.

EFFECTIVE DATES. Hospital Indemnity 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 make written application for insurance, provided, if You contribute to the cost of the Hospital Indemnity Insurance, You sign a payroll deduction order and pay the required Premium to Us.

For purposes of this section, You are deemed Actively at Work if:

- (1) You are not totally disabled or confined to a hospital or health care facility on the Date Your insurance would otherwise become effective; and
- (2) You were Actively at Work on the Day prior to the Date Your insurance would otherwise become effective.

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.

ELIGIBILITY AND EFFECTIVE DATES
For
Your Hospital Indemnity Insurance
(Continued)

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 Reinstated amount of insurance may not exceed the amount that terminated. 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 Hospital Indemnity Insurance

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

- (1) the Date You become eligible for Hospital Indemnity 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 Hospital Indemnity Insurance:

- (1) when You are first eligible for Dependents Hospital Indemnity 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 Hospital Indemnity Insurance during the Group Policyholder's Open Enrollment Period.

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

- (1) the Date You become eligible for Dependents Hospital Indemnity Insurance; or
- (2) the Date You enroll for Dependents Hospital Indemnity Insurance, and if You contribute to the cost of Dependents Hospital Indemnity Insurance, You sign a payroll deduction order and the additional Premium is paid 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) 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 Hospital Indemnity Insurance is provided to a Child based on a court order which requires You to provide insurance benefits for the Child, then the child will be automatically covered for the first 31 days following Our receipt or notice of the court order. If You have no other Children enrolled for Dependents Insurance under this Certificate, and You do not elect to enroll the Child and pay any additional Premium within 31 Days following Our receipt of notice of the court order, the Child's insurance will terminate.

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 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 Hospital Indemnity 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 You are a party to a suit in which You seek to adopt the child;
- (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.

REINSTATEMENT OF DEPENDENTS INSURANCE. If You reinstate Your Hospital Indemnity Insurance under the Reinstatement Rights of the Eligibility and Effective Dates for Your Hospital Indemnity Insurance, You may also reinstate Dependents Hospital Indemnity Insurance at the same time.

PRIOR INSURANCE CREDIT
For Group Hospital Indemnity Insurance

PRIOR INSURANCE CREDIT. The Prior Insurance Credit provision prevents loss of Hospital Indemnity Insurance that could otherwise occur solely because of a transfer of insurance carriers. The following Prior Insurance Credit will apply and provide continuity of coverage when the Policy replaces a Prior Plan.

Not Actively at Work on the Replacement Date. Subject to Premium payments, the Policy will provide insurance if You were:

- (1) insured by the Prior Plan on its termination Date; and
- (2) not Actively at Work due to a Covered Event on the Replacement Date.

Amount. The amount of insurance will be that provided by the Prior Plan, had it remained in force. We will pay:

- (1) the benefit that the Prior Plan would have paid; minus
- (2) any amount for which the Prior Plan is liable.

HOSPITAL INDEMNITY INSURANCE BENEFITS

ADMISSION BENEFITS. Unless otherwise noted, the following Hospital Indemnity Admission benefits are paid in addition to all other benefits payable under this Certificate. The Schedule of Benefits shows all benefit amounts and the number of Days for which the following benefits may be payable.

Hospital Admission. We will pay a Hospital Admission benefit for the initial Day that You or Your Insured Dependent are Admitted to a Hospital for treatment as a result of a Covered Event. In the event of an Accidental Injury, the Admission must occur within 180 Days of the Accident. If You or Your Insured Dependent are Admitted to a Hospital within 90 Days after being discharged from a preceding stay for the same or related cause, the second Admission will be considered part of the first Admission and this benefit will not be payable again.

If both the Hospital Admission benefit and the Hospital ICU Admission benefit become payable on the same Day, only the Hospital ICU Admission benefit will be paid. If the amount of the benefits is the same, only one will be paid.

This benefit will not be paid:

- (1) if You or Your Insured Dependent are treated solely in an Intensive Care Unit, an Observation Unit, Emergency Room, or on an Outpatient basis; or
- (2) for a newborn Child's routine post-natal care.

Hospital Intensive Care Unit (ICU) Admission. We will pay a Hospital ICU Admission benefit for the initial Day that You or Your Insured Dependent are Admitted to an ICU for treatment as a result of a Covered Event. Your Insured newborn Child is also eligible for this benefit if it is Admitted to an ICU or NICU for care or treatment:

- (1) as a result of premature birth, as determined by a Physician; or
- (2) due to a Covered Event.

In the event of an Accidental Injury, the Admission must occur within 90 Days of the Accident. If You or Your Insured Dependent are Admitted to an ICU within 90 Days after being discharged from a preceding stay for the same or related cause, the second Admission will be considered part of the first Admission and this benefit will not be payable again.

If both the Hospital Admission benefit and the Hospital ICU Admission benefit become payable on the same Day, only the Hospital ICU Admission benefit will be paid. If the amount of the benefits is the same, only one will be paid.

This benefit will not be paid if You or Your Insured Dependent are treated solely in an Observation Unit, Emergency Room, or on an Outpatient basis.

HOSPITAL INDEMNITY INSURANCE BENEFITS

CONFINEMENT BENEFITS. Unless otherwise noted, the following Hospital Indemnity Confinement benefits are paid in addition to all other benefits payable under this Certificate. The Schedule of Benefits shows all benefit amounts and the maximum number of Days for which the benefits are payable.

Hospital Confinement. We will pay a Hospital Confinement benefit for each Day You or Your Insured Dependent are Confined in a Hospital as a result of a Covered Event. In the event of an Accidental Injury, the initial Hospital Confinement must begin within 180 Days of the Covered Event. The Hospital Confinement period ends on the Day of discharge from the Hospital. We will pay for only one Confinement at a time, even if the Confinement is caused by more than one Covered Event.

If both the Hospital Confinement benefit and the Hospital ICU Confinement benefit become payable on the same Day, only the Hospital ICU Confinement benefit will be paid. If the amount of the benefits is the same, only one will be paid.

This benefit is not payable for a newborn Child's routine post-natal care.

Hospital Intensive Care Unit (ICU) Confinement. We will pay an ICU Confinement benefit for each Day or partial Day You or Your Insured Dependent are Confined in an ICU as a result of a Covered Event. Your Insured newborn Child is also eligible for this benefit if it is Admitted to an ICU or NICU for care or treatment:

- (1) as a result of premature birth, as determined by a Physician; or
- (2) due to a Covered Event.

In the event of an Accidental Injury, the ICU Confinement must begin within 90 Days of a Covered Event. The ICU Confinement period ends on the Day of discharge from the ICU. We will pay for only one ICU Confinement at a time, even if the Confinement is caused by more than one Covered Event.

If You or Your Insured Dependent continues to be Hospital Confined after being discharged from the ICU or exhausting the ICU Confinement benefit, You or Your Insured Dependent may be eligible for the Hospital Confinement benefit.

If both the Hospital Confinement benefit and the Hospital ICU Confinement benefit become payable on the same Day, only the Hospital ICU Confinement benefit will be paid. If the amount of the benefits is the same, only one will be paid.

Newborn Care. We will pay a Newborn Care benefit for each Day Your Insured Dependent newborn Child is Confined to a Hospital for routine post-natal care following their birth. No other Hospital Admission and Hospital Confinement benefits are payable for a newborn Child that receives only routine post-natal care.

HOSPITAL INDEMNITY INSURANCE BENEFITS

OUTPATIENT BENEFITS. Unless otherwise noted, the following Hospital Indemnity Outpatient benefits are paid in addition to all other benefits payable under this Certificate. The Schedule of Benefits shows all benefit amounts and the maximum number of Days for which the following benefits are payable.

Health Assessment. We will pay the Health Assessment benefit for each Day You or Your Insured Dependent receives one or more of the following health assessment tests:

- (1) angiography;
- (2) annual physical exam;
- (3) antibody and viral testing;
- (4) BRCA1 and BRCA2 genetic testing;
- (5) blood chemistry profile;
- (6) bone marrow testing;
- (7) breast tomosynthesis;
- (8) breast ultrasound;
- (9) CA 15-3 (blood test for breast cancer);
- (10) CA125 (blood test for ovarian cancer);
- (11) carotid duplex ultrasonography, magnetic resonance angiography, or computed tomography angiography for carotid artery stenosis;
- (12) CEA (blood test for colon cancer);
- (13) chest x-ray;
- (14) colonoscopy or virtual colonoscopy (computed tomographic colonography);
- (15) concussion screening;
- (16) CT angiography;
- (17) dental brush biopsy or other FDA approved screening for oral cancer;
- (18) dental preventive exam;
- (19) digital rectal exam (DRE);
- (20) doppler screening for peripheral vascular disease;
- (21) double contrast barium enema;
- (22) echocardiogram (ECHO);
- (23) electrocardiogram (EKG);
- (24) endoscopy;
- (25) exercise, pharmacologic, or echocardiographic/radiological stress test;
- (26) eye exam;
- (27) fasting blood/plasma glucose or hemoglobin A1C testing (HA1C);
- (28) flexible sigmoidoscopy;
- (29) hearing exam;
- (30) helical CT scan;
- (31) hemoccult stool analysis;
- (32) human papillomavirus (HPV) or pap smear testing and vaccination;
- (33) immunizations;
- (34) lipid profile (total, HDL, and LDL cholesterol and triglyceride levels);
- (35) low dose helical computed tomography lung screening;
- (36) mammography;
- (37) medical, behavioral; dietary, exercise, or surgical evaluation for obesity;
- (38) mental health evaluation for depression or anxiety;
- (39) osteoporosis screening with dual-energy x-ray absorptiometry (DXA);
- (40) prenatal counseling and genetic testing;
- (41) PSA (blood test for prostate cancer);
- (42) routine screening for gestational diabetes;
- (43) serum protein electrophoresis (blood test for myeloma);
- (44) sexually transmitted and bloodborne infection screening for chlamydia, gonorrhea, hepatitis B, hepatitis C, HIV infection, and syphilis;
- (45) substance-related condition evaluation for alcohol, tobacco, or other drug use;
- (46) thyroid testing (free T4 and TSH);
- (47) ultrasound screening for abdominal aortic aneurysms; and

HOSPITAL INDEMNITY INSURANCE BENEFITS
(Continued)

(48) vitamin D.

Observation Unit. We will pay the Observation Unit benefit for each Day of observation You or Your Insured Dependent has in an Observation Unit as the result of a Covered Event. In the event of an Accidental Injury, the observation must begin within 72 hours of the Accident.

If the observation lasts for more than 24 hours or leads to a Hospital Confinement, then the Observation Unit benefit amount will not be paid, however Hospital Confinement benefits may be payable. The Observation Unit benefit will not be paid for pre-operative and post-operative care.

HOSPITAL INDEMNITY INSURANCE BENEFITS

ENHANCEMENT BENEFITS. Unless otherwise noted, the following Hospital Indemnity Enhancement benefits are paid in addition to all other benefits payable under this Certificate. The Schedule of Benefits shows all benefit amounts and maximums.

Hospital Neonatal Intensive Care Unit (NICU) Admission Increase. We will pay a Hospital NICU Admission Increase benefit when Your Insured Dependent newborn Child is admitted to the ICU or NICU for care or treatment:

- (1) as a result of premature birth, as determined by a Physician; or
- (2) due to a Covered Event.

If the Hospital ICU Admission benefit is payable for Your newborn Child's ICU or NICU Admission, the Hospital NICU Admission Increase benefit will increase the amount that becomes due by the percentage shown in the Schedule of Benefits.

Hospital Neonatal Intensive Care Unit (NICU) Confinement Increase. We will pay a Hospital NICU Confinement Increase benefit when Your Insured Dependent newborn Child is Confined in the ICU or NICU for care or treatment:

- (1) as a result of premature birth, as determined by a Physician; or
- (2) due to a Covered Event.

If the Hospital ICU Confinement benefit is payable for Your newborn Child's ICU or NICU Confinement, the NICU Confinement Increase benefit will increase the amount that becomes due by the percentage shown in the Schedule of Benefits.

EXCLUSIONS AND LIMITATIONS

EXCLUSIONS AND LIMITATIONS. The Policy insures only sicknesses and injuries that occur while it is in force. No benefits will be paid for a sickness or injury that occurs prior to the Effective Date of the insurance. This Certificate is subject to all Exclusions and Limitations in this section, unless stated otherwise in a specific provision.

General Exclusions. Benefits are not payable for any loss caused or contributed to by:

- (1) suicide, attempted suicide, or any intentionally self-inflicted injury, while sane or insane;
- (2) 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;
- (3) committing or attempting to commit a felony;
- (4) war or any act of war, declared or undeclared;
- (5) participation in a riot, insurrection, or rebellion of any kind, or an act of Terrorism;
- (6) military duty, including the Reserves or National Guard;
- (7) travel or flight in or on any Aircraft, except as a fare-paying passenger on a regularly scheduled commercial flight, or as a passenger, pilot, or crew member in the Group Policyholder's Aircraft while flying for Group Policyholder business provided:
 - (a) the Aircraft has a valid U.S. airworthiness certificate (or foreign equivalent); and
 - (b) the pilot has a valid pilot's certificate with a non-student rating which authorizes flight of the Aircraft;
- (8) driving a vehicle while intoxicated, as defined by the jurisdiction where the Accident occurred;
- (9) cosmetic or elective Surgery, unless the treatment is the result of a Covered Event;
- (10) treatment for dental care or dental procedures, unless the treatment is the result of a Covered Event;
- (11) treatment of a mental illness;
- (12) treatment of alcoholism, drug addiction, chemical dependency, or complications thereof;
- (13) treatment through experimental procedures;
- (14) travel outside the United States and its possessions for the sole purpose of receiving medical care or treatment;
- (15) participating in, practicing for, or officiating any semi-professional or professional sport;
- (16) riding in or driving in any motor driven vehicle for race, stunt show, or speed test;
- (17) being incarcerated in any type of penal or detention facility;
- (18) scuba diving;
- (19) mountaineering or spelunking;
- (20) bungee cord jumping, hang gliding, sail gliding, parasailing, parakiting, kitesurfing, base jumping, or any similar activities;
- (21) skydiving, parachuting, jumping, or falling from any Aircraft for recreational purposes; or
- (22) a loss sustained while residing outside the United States.

CLAIM PROCEDURES

For Hospital Indemnity 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 proof of claim. 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 the Dates the services were 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. All benefits payable under this Certificate, including any benefits for Insured Dependents, will be paid to You or to Your assignee, while living, 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 Hospital Indemnity Insurance
(Continued)

If any benefits remain to be paid after Your death, such benefits will be paid in accord with the Beneficiary provision, and the Facility of Payment and Payment Options provided below. Benefits payable after 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 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 toward 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.

CLAIM PROCEDURES
For Hospital Indemnity Insurance
(Continued)

Time Limits for Claimant to Request a Second Review (Appeal). The claimant may request a claim 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.

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 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 HEALTH AND HUMAN SERVICES COMMISSION. All benefits paid on behalf of a Child under this Certificate must be paid to the Texas Department of Health and Human Services Commission whenever:

- (1) the Texas Department of Health and Human Services Commission 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 Health and Human Services Commission must also be included.

CLAIM PROCEDURES
For Hospital Indemnity Insurance
(Continued)

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 after Your death will be paid to the named Beneficiary (or the Beneficiary's assignee) who survives You.

NAMING THE BENEFICIARY. Your Beneficiary will be as shown in 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 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 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 a 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 a Beneficiary. Beneficiaries may be named or changed at any time. A new Beneficiary may be named by submitting a Beneficiary designation change to the Group Policyholder or to Us 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 and delivered to the Group Policyholder or to Us.

TERMINATION
For
Your Hospital Indemnity 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;
- (2) the Date Your Class is no longer eligible for insurance;
- (3) the Date You cease to be a member of a class which is eligible for insurance;
- (4) the Date You die;
- (5) the last Day of the Insurance Month in which You request termination;
- (6) the last Day of the last Insurance Month for which Premium payment is made on Your behalf;
- (7) the end of the period for which the last required Premium has been paid, subject to the Grace Period;
- (8) with respect to any particular insurance benefit, the Date that benefit terminates;
- (9) the Last Day of the Insurance Month coinciding with or next following the Date Your employment with the Group Policyholder terminates; or
- (10) 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).

CONTINUATION OF YOUR INSURANCE. When Your insurance that is provided by this Certificate terminates, it may be continued only as provided in the Continuation Rights and Portability provisions.

EFFECT OF TERMINATION ON YOUR BENEFITS. Termination will have no effect on benefits payable for a claim incurred while You were insured under the Policy.

**TERMINATION
For
Your Dependent Hospital Indemnity Insurance**

DATE OF TERMINATION. Dependent Insurance will terminate as follows.

Termination for Spouse. Dependent Insurance for Your Spouse will cease on the earlier of:

- (1) the Date he or she ceases to be an eligible Spouse; or
- (2) the Date he or she enters the armed forces 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).

Termination for Child. Dependent Insurance for Your Child will cease on the earlier of:

- (1) the last day of the Insurance Month following the Date he or she ceases to be an eligible Dependent Child; or
- (2) the Date he or she enters the armed forces 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).

Termination for All Dependents. Dependent Insurance for all of Your Insured Dependents will cease on the earliest of:

- (1) the Date Your Hospital Indemnity Insurance terminates;
- (2) the Date Dependent Hospital Indemnity Insurance is discontinued;
- (3) the Date You cease to be in a class eligible for Dependent Hospital Indemnity Insurance;
- (4) the Date You request that Your Dependent Hospital Indemnity 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 Your Insured Dependents subject to the Grace Period.

CONTINUATION OF DEPENDENTS INSURANCE. When Your Dependents Insurance that is provided by this Certificate terminates, it may be continued only as provided in the Continuation Rights, Portability and Dependents Portability provisions.

EFFECT OF TERMINATION ON YOUR DEPENDENT BENEFITS. Termination will have no effect on benefits payable for claims incurred by Your Insured Dependent while he or she was insured under the Policy.

CONTINUATION RIGHTS
For
Your and Your Dependents Hospital Indemnity Insurance

YOUR CONTINUATION RIGHTS. Ceasing Active Work or reduction of Minimum Hours 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 a Covered Event, 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. The required Premiums must be received from the Group Policyholder throughout the period of continued insurance.

Temporary Reduction in Hours. When Your hours are temporarily reduced resulting in Your loss of eligibility, insurance may be continued for six Insurance Months after the temporary reduction in hours begins, provided You work at least 30 hours in a two-week period. The required Premium payments must be received from the Group Policyholder throughout the period of continued insurance.

Continuation Of Insurance During A Labor Dispute. You may continue Your insurance for as long as six months when:

- (1) the Group Policyholder's Premium contributions are required by a collective bargaining agreement;
- (2) Your eligibility ends because Your employment ceases due to a labor dispute; and
- (3) You provide a written request to continue insurance and the first monthly Premium payment to the Group Policyholder within 31 Days after Your employment ceases.

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

CONTINUATION RIGHTS
For
Your and Your Dependents Hospital Indemnity Insurance
(Continued)

Continued insurance will end on the earliest of:

- (1) the Date insurance has been continued for six Insurance Months;
- (2) the Date You begin full-time employment with another employer;
- (3) the end of the period for which the last Premium has been paid, subject to the Grace Period; or
- (4) the Date insurance would otherwise terminate, had You remained Actively at Work.

Conditions. In administering the above continuations, the Group Policyholder must not act so as to discriminate unfairly among Employees in similar situations. Insurance may not be continued when You cease Active Work due to a labor dispute, strike, work slowdown or lockout.

Portability Following Your Continuation Rights. When Your Continuation Rights end, You may be entitled to continue insurance as provided in the Portability provision.

PORTABILITY

PORTABILITY FOR YOU. If Your Hospital Indemnity Insurance ends, You may be eligible for Portability. Portability allows You to continue Your Hospital Indemnity Insurance and Dependents Hospital Indemnity Insurance under this Certificate. Portability follows any Continuation Rights. Portability is available when Your employment with the Group Policyholder terminates.

To continue insurance, You must notify Us of Your election and pay the applicable Premium within 31 Days of the Date the insurance would otherwise end.

Maximum Duration. Subject to Termination of Portability, the Maximum Duration You may continue the Hospital Indemnity Insurance provided by this Certificate is shown in the Schedule of Benefits.

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

- (1) nonpayment of Premiums;
- (2) Policy termination;
- (1) entering armed services of any state or country on active duty;
- (2) Your organization ceasing to be a Participating Organization; or
- (3) Your Spouse or Child ceasing to be an eligible Dependent.

Portability is not available to Your Spouse or Child if You do not continue Your Insurance.

Premium. You are required to pay Us Premium to continue insurance under the Portability provision. 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 the Premium frequency if You notify Us in advance at any time the insurance is in force, except during a Grace Period.

Amount of Insurance. During the continuation period:

- (1) continued insurance may not be increased; and
- (2) additional dependents may not be enrolled for Dependent Insurance.

Termination of Your Portability. Insurance continued under Portability 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, subject to the Grace Period;
- (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.

Any Dependent Insurance that You extend under Portability will terminate automatically on the earliest of:

- (1) the day Your insurance extended under this provision terminates;
- (2) the day Your Dependent ceases to be eligible under this Certificate; or
- (3) the last Day of the period for which You paid Premiums for Dependents Insurance.

DEPENDENTS PORTABILITY

DEPENDENTS PORTABILITY. If You die or divorce, Your Spouse may be eligible for Dependents Portability. Dependents Portability allows Your Spouse to continue their insurance under this Certificate.

To continue their insurance, Your Spouse must notify Us of their election and pay the applicable Premium to Us within 31 Days of the Date the insurance would otherwise end.

Your Spouse may also continue Your Dependent Child's Hospital Indemnity insurance, provided:

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

Maximum Duration. Subject to Termination of Dependents Portability, the Maximum Duration Your Spouse may continue the Hospital Indemnity Insurance provided by this Certificate is shown in the Schedule of Benefits.

Premium. Your Spouse is required to pay Us Premium to continue insurance under the Dependents Portability provision. We will send Your Spouse a billing statement on or before each Premium due Date. Premiums must be paid 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.

Your Spouse may request to change the Premium frequency if You notify Us in advance at any time the insurance is in force, except during a Grace Period.

Amount of Insurance. During the continuation period:

- (1) continued insurance may not be increased; and
- (2) additional dependents may not be enrolled for Dependent Insurance.

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

- (1) the Date We receive a written request from Your Spouse to terminate the insurance;
- (2) the last Day of the period for which Your Spouse paid Premiums, subject to the Grace Period;
- (3) the Date Your 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 Hospital Indemnity Insurance continued under this provision for any reason by providing 45 Days notice.

GENERAL PROVISIONS
For
Your and Your Dependents Hospital Indemnity Insurance

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;
- (4) any individual applications of an Insured or Insured Dependent; and
- (5) the Certificate for each insured class and any amendments to it.

AUTHORITY TO MAKE OR AMEND CONTRACT. Only a designated Company officer 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:

- (1) agreed upon by an underwriting officer;
- (2) attached to the Policy by rider, endorsement, or amendment; and
- (3) signed by a designated Company officer.

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.

GENERAL PROVISIONS
For
Your and Your Dependents Hospital Indemnity Insurance
(Continued)

MISSTATEMENT OF AGE. If relevant facts about You or any Insured Dependent were misstated:

(1) a fair adjustment of the premium will be made; and

(2) the true facts will decide if and in what amount of insurance is valid under the Policy.

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
Your and Your Dependents Hospital Indemnity Insurance

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

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.

ADMISSION or ADMITTED means You or Your Insured Dependent is accepted for Inpatient services in a Hospital or an Intensive Care Unit for a period of more than 20 hours.

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

AMBULATORY SURGICAL FACILITY means a licensed surgical center that operates exclusively for the purpose of providing surgical services and that has permanent facilities and equipment to perform surgical procedures on an Outpatient basis. An Ambulatory Surgical Facility may be a freestanding facility or distinct unit of a Hospital. An ambulatory Surgical Facility does not have Inpatient accommodations.

CERTIFICATE means the Group Hospital Indemnity 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 benefit plan.

Change in Family Status **does not** include a change in employment or eligibility status due solely to a disability.

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.

CHILDBIRTH means normal delivery of a Child or Children or the delivery of a Child or Children by elective cesarean section.

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.

DEFINITIONS
For
Your and Your Dependents Hospital Indemnity Insurance
(Continued)

COMPLICATIONS OF PREGNANCY means:

- (1) conditions requiring Hospital Confinement based on diagnoses that are distinct from, but adversely affected or caused by, pregnancy including:
 - (a) acute nephritis;
 - (b) nephrosis;
 - (c) preeclampsia and eclampsia;
 - (d) cardiac decompensation;
 - (e) puerperal infection; and
 - (f) other similar medical and surgical conditions of comparable severity;
- (2) missed abortion;
- (3) non-elective cesarean section;
- (4) termination of ectopic pregnancy; and
- (5) spontaneous termination of pregnancy occurring during a period of gestation in which a viable birth is not possible.

Complications of Pregnancy does not include:

- (1) elective cesarean section;
- (2) false labor,
- (3) occasional spotting,
- (4) Physician prescribed rest during pregnancy,
- (5) morning sickness,
- (6) hyperemesis gravidarum; and
- (7) other similar conditions associated with the management of a difficult pregnancy but not constituting a medically classifiable distinct complication of pregnancy.

CONFINED or CONFINEMENT means assigned to a bed as a resident Inpatient in a Hospital or Intensive Care Unit on the advice of a Physician for a period of no less than 20 consecutive hours.

COVERED EVENT means an Accident, Sickness, or Childbirth which:

- (1) occurs on or after the Effective Date of Your or Your Dependent's insurance;
- (2) occurs while the insurance is effective for You or Your Dependent; and
- (3) which is not 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.

DEPENDENT means Your Spouse or Dependent Child.

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

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

ELIGIBILITY WAITING PERIOD means the period of time You must be in an eligible class with the Group Policyholder, before You become eligible to enroll for insurance under the Policy.

The period of service must be continuous, except as explained in the Eligibility section captioned Prior Service Credit Towards Waiting Period.

DEFINITIONS
For
Your and Your Dependents Hospital Indemnity Insurance
(Continued)

EMERGENCY MEDICAL CONDITION means an urgent, recent, and severe medical event sustained by You or Your Insured Dependent that is reasonably understood to be critical in nature, and that, if left untreated could result in serious:

- (1) danger to Your or Your Insured Dependent's health;
- (2) loss of bodily function;
- (3) loss of function to a body part or organ; or
- (4) danger to the health of a fetus.

EMERGENCY ROOM means an area of a Hospital:

- (1) that is dedicated to providing emergency care;
- (2) that is staffed and equipped to handle trauma;
- (3) that is supervised by Physicians;
- (4) within which Physicians provide treatment and care; and
- (5) that provides care 24 hours per day, 7 days per week.

EMPLOYEE means a person:

- (1) whose employment with the Group Policyholder 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.

Employee includes:

- (1) full-time Employees of the Group Policyholder; and
- (2) former Employees of the Group Policyholder who have elected Portability.

EMPLOYER means the Group Policyholder. It includes any division, subsidiary or affiliated company named in the Application or Participation Agreement.

FAMILY means You and all of Your Insured Dependents.

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 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.

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

DEFINITIONS
For
Your and Your Dependents Hospital Indemnity Insurance
(Continued)

HOSPITAL means a general hospital which:

- (1) is licensed, approved or certified by the state where it is located;
- (2) is recognized by the Joint Commission;
- (3) is operated to treat Inpatients;
- (4) has a registered nurse always on duty; and
- (5) has organized facilities and equipment for diagnosis and treatment of acute medical and surgical conditions, either on its premises or in facilities available to it on a prearranged basis.

It does not include a place that:

- (1) is specialized solely in dentistry, mental illness or substance abuse;
- (2) is a rest home, home for the aged, convalescent home or nursing home; or
- (3) is an alternate care facility, rehabilitative facility, extended care facility, or a skilled nursing facility.

HOSPITAL INDEMNITY INSURANCE means the insurance provided by the Policy for You.

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

INPATIENT means a person who is Confined overnight as a registered resident bed patient in a Hospital, where at least one day's room and board is charged. The Confinement must be on the advice of Physician.

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 Hospital Indemnity Insurance under this Certificate is in effect.

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

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

INTENSIVE CARE UNIT or ICU means a unit of a Hospital that:

- (1) is restricted to patients who are critically Sick or Injured and who require intensive, comprehensive, monitoring and care;
- (2) is separate and apart from the surgical recovery room and from rooms, beds, and wards customarily used for patient confinement;
- (3) is permanently equipped with special lifesaving devices for the care of the critically sick or injured;
- (4) is under close observation by specially trained nursing staff assigned exclusively to the unit on a 24-hour basis; and
- (5) has a Physician assigned to it on a full-time basis.

Intensive Care Unit (ICU) includes a Neonatal Intensive Care Unit (NICU).

DEFINITIONS
For
Your and Your Dependents Hospital Indemnity Insurance
(Continued)

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 leave policy and the federal USERRA law; and
- (3) does not exceed the period required by that law.

NEONATAL INTENSIVE CARE UNIT or NICU means a specialized unit of a Hospital that:

- (1) is restricted to newborn infants who are premature or critically Sick or Injured, and who require intensive, comprehensive, monitoring and care;
- (2) is separate and apart from the ICU or surgical recovery room, and from rooms, beds, and wards customarily used for patient confinement;
- (3) is permanently equipped with special lifesaving devices for the care of the premature or critically Sick or Injured newborns;
- (4) is under close observation by specially trained nursing staff assigned exclusively to the unit on a 24-hour basis; and
- (5) has a Physician assigned to it on a full-time basis.

NURSE means a registered nurse (RN) or a licensed practical nurse (LPN).

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.

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 Hospital Indemnity Insurance.

Participation in an Open Enrollment Period does not change provisions related to the Eligibility Waiting Period.

OUTPATIENT means medical treatment received without being Admitted or Confined to 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.

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.

DEFINITIONS
For
Your and Your Dependents Hospital Indemnity Insurance
(Continued)

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

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

PRIOR PLAN means a Group Policyholder-sponsored group or Group Policyholder-sponsored individual Hospital Indemnity Insurance policy, which the Policy replaced within 1 Day of the prior plan's termination Date. It does not include any coverage under the Prior Plan that was continued under a portability or other coverage continuation provision.

QUARANTINE means Physician ordered separation, restriction of movement, and observation in a Hospital due to an identifiable exposure to a life-threatening contagious or infectious disease.

RELATIVE or RELATIVES means Your:

- (1) Spouse, siblings, parents, Children and grandparents; and
- (2) Spouse's relatives of like degree.

REPLACEMENT DATE means the Effective Date of the group Hospital Indemnity Insurance Policy underwritten by Us.

SICKNESS means an illness, infection, or disease that requires treatment by a Physician. Routine pregnancy and Complications of Pregnancy will be treated the same as any other Sickness. Sickness also includes organ donation and Quarantine.

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

SURGERY or SURGICAL means medical procedures involving cutting of body tissue, debridement, or permanent joining of body tissue for repair of wounds, treatment of fractured bones or dislocated joints, or endoscopic procedures that are performed in a Hospital, Ambulatory Surgical Facility, Physician's office, Urgent Care Facility, or an Emergency Room. Surgery typically requires general anesthesia that is administered by a nurse anesthetist or a licensed anesthesiologist unless the type of procedure ordinarily requires the patient to be awake to assist in the procedure while the Surgery is being performed. Surgery includes elective or non-emergency cesarean sections.

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.

TREATED or TREATMENT means consultation, care and services provided or prescribed by a Physician. It includes diagnostic measures and the prescription, refill or taking of prescribed drugs or medicines for which symptoms exist.

DEFINITIONS
For
Your and Your Dependents Hospital Indemnity Insurance
(Continued)

URGENT CARE FACILITY means facility licensed as a freestanding medical facility by applicable state and federal laws to treat conditions that require prompt medical attention, but that are not an Emergency Medical Condition. An Urgent Care Facility is not an Emergency Room.

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:

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

For questions about insurance, contact:

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, NE 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: Hospital Indemnity 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
(254) 771-6173

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: Hospital Indemnity 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 Hospital Indemnity Insurance and Dependents Hospital Indemnity 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 Hospital Indemnity 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 Hospital Indemnity 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 Hospital Indemnity 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.