



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-0000884061 has been issued to:
Los Fresnos Consolidated I.S.D.
(The Group Policyholder)

Certificate of Group Insurance for Plan 2/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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**Los Fresnos Consolidated I.S.D.
HI-0000884061**

SCHEDULE OF BENEFITS

**Plan 2 - Hospital Indemnity - High Plan
Class 1 - All Full-Time and Regular Part-Time Employees**

Group Policy Effective Date: January 1, 2024

Group Policy Number: HI-0000884061

Eligible Class: Class 1 - All Full-Time and Regular Part-Time 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: 20 hours per week

Minimum Part-Time Hours: 20 hours per week

Dependent Child Age: to 26 years

Refer to the Eligibility and Effective Dates for Dependents Hospital Indemnity 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

Temporary Reduction in Hours: six Insurance Months

Labor Dispute

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

**Los Fresnos Consolidated I.S.D.
HI-0000884061**

**SCHEDULE OF BENEFITS
(Continued)**

**For
Plan 2 - Hospital Indemnity - High Plan
Class 1 - All Full-Time and Regular Part-Time 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	\$1,500 per Day
Maximum per Calendar Year	two Days

Hospital ICU Admission	\$3,000 per Day
Maximum per Calendar Year	two Days

Confinement Benefits

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

Hospital ICU Confinement	\$400 per Day
Maximum per Calendar Year	30 Days

Newborn Care	\$200 per Day
Maximum per Calendar Year	two Days per Childbirth

Outpatient Benefits

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

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 later of:

- (1) the Group Policy's Effective Date; or
- (2) 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 31 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 first Day of the Insurance Month coinciding with or next following 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 Date on which You become eligible for the increase, if Actively at Work on that Day;
- (2) 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 Reinstatement upon resuming Active Work with the 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 six months after the leave begins;
- (4) within six months following a lay off; or
- (5) within six months following termination of employment for any other reason.

To Reinstatement 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 31 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 first Day of the Insurance Month coinciding with or next following 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.

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.

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.

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 may wish to exhaust available administrative remedies. To do so 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 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.

CLAIM PROCEDURES
For Hospital Indemnity Insurance
(Continued)

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.

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 Life Partner; 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 Claim 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;
- (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 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 or Life Partner. Dependent Insurance for Your Spouse or Life Partner will cease on the earlier of:

- (1) the Date he or she ceases to be an eligible Spouse or Life Partner; 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; or
- (2) Your Spouse, Life Partner, or Child ceasing to be an eligible Dependent.

Portability is not available to Your Spouse, Life Partner, 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, divorce or dissolve Your Life Partnership, Your Spouse or Life Partner may be eligible for Dependents Portability. Dependents Portability allows Your Spouse or Life Partner to continue their insurance under this Certificate.

To continue their insurance, Your Spouse or Life Partner 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 or Life Partner may also continue Your Dependent Child's Hospital Indemnity insurance, provided:

- (1) the Dependent Child was insured at the time of Your death, divorce, or dissolution of your Life Partnership; 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 or Life Partner may continue the Hospital Indemnity Insurance provided by this Certificate is shown in the Schedule of Benefits.

Premium. Your Spouse or Life Partner is required to pay Us Premium to continue insurance under the Dependents Portability provision. We will send Your Spouse or Life Partner 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 or Life Partner 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 or Life Partner to terminate the insurance;
- (2) the last Day of the period for which Your Spouse or Life Partner paid Premiums, subject to the Grace Period;
- (3) the Date Your Spouse or Life Partner 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 individual applications of an Insured or Insured Dependent; and
- (4) 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:

- (1) the formation or dissolution of a Life Partnership; or
- (2) involuntary loss of comparable insurance under a Spouse or Life Partner's 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.

Stepchild includes Your Life Partner's child.

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

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

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.

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, Life Partner, 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.

DOMESTIC PARTNER means the person, regardless of sex or registration, who is recognized as Your domestic partner under the laws of the state where You reside.

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

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.

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 and regular part-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.

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

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

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 OR LIFE PARTNER means Your Spouse or Life Partner 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)

LIFE PARTNER means Your Domestic Partner.

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.

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.

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 or Life Partner, siblings, parents, Children and grandparents; and
- (2) Spouse's or Life Partner'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.

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.

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

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.

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

We are committed to the responsible use of information and protecting individual privacy rights. As such, we look to leading data protection standards to guide our privacy program. These standards include collecting data through fair and lawful means, such as obtaining your consent when appropriate.

Information we may collect and use

We collect personal information about you to help us identify you as a consumer, our customer, or our former customer; to process your requests and transactions; to offer investment or insurance services to you; to pay your claim; to analyze in order to enhance our products and services; to tell you about our products or services we believe you may want and use; and as otherwise permitted by law. The type of personal information we collect depends on your relationship and on the products or services you request and may include the following:

- **Information from you:** When you submit your application or other forms, you give us information such as your name, address, Social Security number; and your financial, health, and employment history. We may also collect voice recordings or biometric data for use in accordance with applicable law.
- **Information about your transactions:** We maintain information about your transactions with us, such as the products you buy from us; the amount you paid for those products; your account balances; payment details; and your payment and claims history.
- **Information from outside our family of companies:** If you are applying for or purchasing insurance products, we may collect information from consumer reporting agencies, such as your credit history; credit scores; and driving and employment records. With your authorization, we may also collect information (such as medical information, retirement information, and information related to Social Security benefits), from other individuals or businesses.
- **Information from your employer:** If your employer applies for or purchases group products from us, we may obtain information about you from your employer or group representative in order to enroll you in the plan.

How we use your personal information

We may share your personal information within our companies and with certain service providers. They use this information to process transactions you, your employer, or your group representative have requested; to provide customer service; to analyze in order to evaluate or enhance our products and services; to gain customer insight; to provide education and training to our workforce and customers; and to inform you of products or services we offer that you may find useful. Our service providers may or may not be affiliated with us. They include financial service providers (for example, third party administrators; broker-dealers; insurance agents and brokers, registered representatives; reinsurers and other financial services companies with whom we have joint marketing agreements). Our service providers also include non-financial companies and individuals (for example, consultants; vendors; and companies that perform marketing services on our behalf). Information we obtain from a report prepared by a service provider may be kept by the service provider and shared with other persons; however, we require our service providers to protect your personal information and to use or disclose it only for the work they are performing for us, or as permitted by law. We may execute agreements with our service providers that permit the service provider to process your personal information outside of the United States, when not prohibited by our contracts and permitted by applicable law.

When you apply for one of our products, we may share information about your application with credit bureaus. We also may provide information to group policy owners or their designees (for example, to your employer for employer-sponsored plans and their authorized service providers), regulatory authorities and law enforcement officials, and to other non-affiliated or affiliated parties as permitted by law. In the event of a sale of all or part of our businesses, we may share customer information as part of the sale. **We do not sell or release your information to outside marketers who may want to offer you their own products and services; nor do we release information we receive about you from a consumer reporting agency. You do not need to take any action for this benefit.**

Security of information

We have an important responsibility to keep your information safe. We use safeguards to protect your information from unauthorized disclosure. Our employees are authorized to access your information only when they need it to perform their job responsibilities. Employees who have access to your personal information are required to keep it confidential. Employees are required to complete privacy training annually.

Your rights regarding your personal information

This Privacy Notice describes how you can exercise your rights regarding your personal information. Lincoln complies with all applicable laws and regulations regarding the provision of personal information. The rights provided to you in this Privacy Notice will be administered in accordance with your state's specific laws and regulations.

Access to personal information: You must submit a written request to receive a copy of your personal information. You may see your personal information in person, or you may ask us to send you a copy of your personal information by mail or electronically, whichever you prefer. We will need to verify your identity before we process the request. Within 30 business days of receiving your request, we will, depending on the specific request you make, (1) inform you of the nature and substance of the recorded personal information we have about you; (2) permit you to obtain a copy of your personal information; and (3) provide the identity (if recorded) of persons to whom we disclosed your personal information within two years prior to the request (if this information is not recorded, we will provide you with the names of those insurance institutions, agents, insurance support organizations or other persons to whom such information is normally disclosed). If you request a copy of your information by mail, we may charge you a fee for copying and mailing costs.

Changes to personal information: If you believe that your personal information is inaccurate or incomplete, you may ask us to correct, amend, or delete the information. Your request must be in writing and must include the reason you are requesting the change. We will respond within 30 business days from the date we receive your request.

If we make changes to your records as a result of your request, we will notify you in writing and we will send the updated information, at your request, to any person who may have received your personal information within the past two years. We will also send the updated information to any insurance support organization that gave us the information and any insurance support organization that systematically received personal information from us within the prior 7 years unless that support organization no longer maintains your personal information.

If we deny your request to correct, amend or delete your information, we will provide you with the reasons for the denial. You may write to us and concisely describe what you believe our records should say and why you disagree with our denial of your request to correct, amend, or delete that information. We will file this communication from you with the disputed information, identify the disputed information if it is disclosed, and provide notice of the disagreement to the persons and in the manner described in the paragraph above.

Basis for adverse underwriting decision: You may ask in writing for the specific reasons for an adverse underwriting decision. An adverse underwriting decision is where we decline your application for insurance, offer to insure you at a higher than standard rate, or terminate your coverage.

Your state may provide for additional privacy protections under applicable laws. We will protect your information in accordance with these additional protections.

If you would like to act upon your rights regarding your personal information, please provide your full name, address and telephone number and either email your inquiry to our Data Subject Access Request Team at DSAR@lfg.com or mail to: Lincoln Financial Group, Attn: Corporate Privacy Office, 1301 South Harrison St., Fort Wayne, IN 46802. The DSAR@lfg.com email address should only be used for inquiries related to this Privacy Notice. For general account service requests or inquiries, please call 1-877-ASK-LINC.

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

First Penn-Pacific Life Insurance Company
Lincoln Financial Distributors, Inc.
Lincoln Financial Group Trust Company
Lincoln Investment Advisors Corporation

Lincoln Life & Annuity Company of New York
Lincoln Life Assurance Company of Boston
Lincoln Retirement Services Company, LLC
Lincoln Variable Insurance Products Trust
The Lincoln National Life Insurance Company

**This Notice is effective 14 calendar days after it is made available on Lincoln's website, www.LFG.com/privacy.