



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

Group Policyholder: Omaha Track, Inc.  
Group Policy Number: ACC-0000000742  
Group Policy Delivered In: State of Nebraska

In Consideration of the Group Policyholder's application for this Policy and payment of all premiums when due, The Lincoln National Life Insurance Company agrees to make the payments provided in this Policy to the persons entitled to them.

The provisions and conditions set forth on the following pages are a part of this Policy, as fully as if recited over the signatures below. This Policy replaces any other policy for the benefits described inside.

The Lincoln National Life Insurance Company has executed this Policy at its Group Insurance Service Office in Omaha, Nebraska.

SECRETARY

PRESIDENT

**THIS IS A LEGAL CONTRACT BETWEEN THE POLICYHOLDER AND US  
READ YOUR POLICY 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 A PERSON DOES NOT HAVE MINIMUM ESSENTIAL COVERAGE, AN ADDITIONAL PAYMENT MAY BE OWED WITH HIS OR HER TAXES.**

**GROUP ACCIDENT INSURANCE POLICY**

**The Certificate(s), and any amendments which may be attached to it, contains the main provisions of the Policy.**

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

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**Omaha Track, Inc.**

**ACC-0000000742**

**SCHEDULE OF BENEFITS**

Benefit details are shown in the Certificate. The information provided in this Policy Schedule of Benefits pertains to the Group Policyholder.

**Group Policy Effective Date:** January 1, 2020

**Eligible Classes:**

Class 1 - Owners

Class 2 - All Full-Time Salaried Employees

Class 3 - All Full-Time Hourly Employees Excluding Drivers

Class 4 - All Full-Time Drivers

**First Premium Due:** Group Policy Effective Date

**Subsequent Premiums Due:** 1<sup>st</sup> Day of Insurance Month

**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.

**Policy Anniversary:** January 1<sup>st</sup>

**Premium/Billing Mode:** Monthly

**Grace Period:** 60 Days

**Rate Change Notice:** 31 Days

**Minimum Number of Insureds:** 10

**Minimum Participation:**

Employee Paid Benefits - At least 15% of those eligible for insurance must be insured.

**Policy Termination Notice:** 60 Days

We may offer noninsurance benefits and services to Insureds in connection with the sale of this Policy.

**Omaha Track, Inc.**  
**ACC-000000742**

**PREMIUM RATE SCHEDULE**

Monthly Accident Rates

- Class: 1 - Owners
- Class: 2 - All Full-Time Salaried Employees
- Class: 3 - All Full-Time Hourly Employees Excluding Drivers
- Class: 4 - All Full-Time Drivers

**Plan 1**

Accident Insurance	\$12.41
Accident Insurance with Spouse Insurance	\$20.27
Accident Insurance with Dependent Child Insurance	\$21.74
Accident Insurance with Spouse and Dependent Child Insurance	\$29.51

Provided insurance is in effect, the above rates are guaranteed until January 1, 2023, unless an exception listed in the Premium Rate Change section applies. After that, any premium rate increase will be provided in a renewal notice.

## PREMIUMS AND PREMIUM RATES

**PAYMENT OF PREMIUMS.** The Group Policyholder is responsible for paying all Premiums as they become due. Payment of any Premium will not keep insurance in effect beyond the due date of the next Premium, except as stated in the Grace Period.

**GRACE PERIOD.** A Grace Period will be allowed for the payment of each Premium after the first. The Grace Period is shown on the Schedule of Benefits. The Policy will remain in effect during the Grace Period, unless the Group Policyholder gives Us advance written notice of termination. The Group Policyholder will remain liable for payment of the pro rata Premium for the time the Policy remained in force during the Grace Period.

**PREMIUM RATE CHANGE.** We may change any Premium rate:

- (1) the Date the Policy's terms are changed;
- (2) the Date Our liability is changed due to a change in federal, state, or local law, regulation, or administration of such law or regulation;
- (3) the Date Our liability is changed because the Group Policyholder (or any covered division, subsidiary or affiliated company) relocates, dissolves or merges, or is added to or removed from the Policy;
- (4) the Date any insurance for one or more classes ceases to be provided under the Policy;
- (5) the Date the number of Insureds changes by 15% or more from the enrollment on the Date the Policy took effect, or the most recent rate guarantee Date expired, if later; or
- (6) on any Premium due Date after the Policy's first anniversary, or any later rate guarantee Date agreed upon by Us.

We will give the Group Policyholder advance written notice of any increase in Premium rates. The rate change notice period is shown on the Schedule of Benefits. The notice period will apply unless We and the Group Policyholder agree otherwise.

**PREMIUM AMOUNT.** The amount of Premium due on each due Date will be the total of the Premium amounts obtained by multiplying:

- (1) each rate shown in the Premium Rate Schedule; by
- (2) the number of Insureds electing each rate;

and then adding the monthly billing fee, if any.

Premium adjustments will not be pro-rated daily. Instead, Premium will be adjusted as follows:

- (1) when an Insured's insurance or an increase takes effect, Premium will be charged from the monthly due Date coinciding with or next following that change;
- (2) when all or part of an Insured's insurance terminates, the applicable Premium will cease on the monthly due Date coinciding with or next following that termination; and
- (3) when Premiums are paid other than monthly, increases or decreases will result in adjustment from the Premium due Date coinciding with or next following that change.

The above manner of charging Premium is for accounting purposes only. It will not extend insurance beyond a Date it would have otherwise terminated. Each Premium payment will include any adjustments in past Premiums which are needed due to changes that have not yet been taken into account. If a Premium adjustment involves a return of unearned Premium, the refund will be limited to the prior 12-month period.

## **POLICY TERMINATION**

**TERMINATION BY US.** We may terminate the Policy on the due Date of any Premium if:

- (1) the total number of Insureds is less than the minimum number of Insureds shown in the Schedule of Benefits;
- (2) part of the Premium is paid by Insureds and the minimum participation is less than what is shown in the Schedule of Benefits;
- (3) the Group Policyholder, without good cause, fails to:
  - (a) promptly furnish any information We reasonably require; or
  - (b) perform its duties pertaining to the Policy in good faith;
- (4) We terminate all policies that provide accident insurance in the same state in which the Policy was issued; or
- (5) federal, state, or local law otherwise requires the Policy to be terminated.

To terminate the Policy, We must give the Group Policyholder advance written notice of Our intent to do so. The Policy termination notice period is shown in the Schedule of Benefits.

**TERMINATION BY GROUP POLICYHOLDER.** The Group Policyholder may terminate the Policy at any time by giving Us advance written notice. Insurance will terminate:

- (1) on the Date We receive the notice; or
- (2) any later Date We and the Group Policyholder have agreed upon.

The Group Policyholder remains responsible for the payment of Premiums to the Date of termination.

**AUTOMATIC TERMINATION.** If any Premium remains unpaid at the end of the Grace Period, the Policy will automatically terminate, without any action on Our part, effective on the last Day of the Grace Period. The Group Policyholder remains responsible for the payment of Premiums to the last Day of the Grace Period.

**EFFECT ON INCURRED CLAIMS.** Termination of the Policy will not affect benefits otherwise payable for a claim incurred while the Policy is in force.

**GENERAL PROVISIONS**  
**For**  
**Group Policyholder**

**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; and
- (3) the Certificate for each class of Insured and any amendments to it.

**AUTHORITY TO MAKE OR AMEND CONTRACT.** Only a Company officer located in Our Group Insurance Service Office has the authority to:

- (1) determine the insurability of a group or any individual within a group;
- (2) make a contract in Our name;
- (3) amend or waive any provision of the Policy; or
- (4) extend the time for payment of any Premium.

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

**INCONTESTABILITY.** Except for the non-payment of Premiums or fraud, We may not contest the validity of the Policy after it has been in force for two years from the Group Policy Effective Date. This clause does not preclude, at any time, the assertion of defenses based upon:

- (1) the Policy's eligibility requirements, exclusions and limitations; and
- (2) other Policy provisions unrelated to the validity of insurance.

In the absence of fraud, all statements made by the Group Policyholder are representations and not warranties.

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

**CURRENCY.** In administering the Policy 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.

**ACTS OF THE POLICYHOLDER.** In administering the Policy, the Group Policyholder must:

- (1) treat Employees the same in like situations; and
- (2) allow Us, without inquiry, to rely on its acts.

**NONPARTICIPATION.** The Policy is a non-participating policy. It will not share in Our divisible surplus.

**GENERAL PROVISIONS**  
**For**  
**Group Policyholder**  
**(Continued)**

**INFORMATION TO BE FURNISHED.** The Group Policyholder may be required to furnish any information needed to administer the Policy, including:

- (1) information about persons:
  - (a) who become eligible for insurance;
  - (b) whose amounts of insurance change;
  - (c) whose eligibility or insurance ends; or
  - (d) needed for underwriting purposes;
- (2) occupational information and other facts that may be needed to manage a claim; and
- (3) any other information that We may reasonably require.

We may inspect the Group Policyholder's records that relate to the Policy, at any reasonable time.

Clerical error by the Group Policyholder:

- (1) will not void or terminate insurance that otherwise would be in effect;
- (2) will not result in insurance that otherwise would not be in effect; and
- (3) will not continue insurance that otherwise would be terminated.

Once an error is discovered, an appropriate adjustment in Premium will be made. If a Premium adjustment involves the return of unearned Premium, the amount of the return will be limited to the 12-month period that precedes the Date We receive proof such an adjustment should be made.

**NEW EMPLOYEES.** Employees who become eligible after the Policy takes effect may be enrolled, in accord with the terms of the Certificate. (See the Eligibility and Effective Dates section of the Certificate.)

**CERTIFICATES.** The Group Policyholder will be provided with certificates of insurance for delivery to each Insured. The Group Policyholder is responsible for distributing a Certificate to each Insured. The Certificate for each eligible class is incorporated into and made a part of the Policy. The Certificate provisions will apply as fully as if they were included in the Policy.

**CONFORMITY WITH STATE AND FEDERAL LAW.** If any provision of the Policy or Certificate conflicts with any applicable law, the provision will be administered to conform to the minimum requirements of the law.



**DEFINITIONS  
For  
Group Policyholder**

**ACCIDENT INSURANCE** means the insurance provided by the Policy for Employees.

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

**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.

**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.

**GROUP POLICYHOLDER** means the person, partnership, corporation, trust, or other organization, as shown on the Title Page of the Policy.

**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** means the Person for whom Policy insurance is in effect.

**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.

**POLICY** means the Group Accident Insurance policy issued by Us to the Group Policyholder. The Certificate(s), and any amendments which may be attached to it, contains the main provisions of the Policy.

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

**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.