

Your Business Travel Accident Plan

This booklet describes the Payless ShoeSource, Inc. Business Travel Accident Plan (the "Plan"). The Plan covers non-officer level Associates of Payless Holdings LLC and all Subsidiaries, Divisions and Affiliated Companies that now exist and hereafter may be constituted and, under certain circumstances described elsewhere in this booklet, the spouses, dependent children and guests of such Associates.

Except as noted elsewhere in this booklet, when we use the word "you" in this booklet, we mean Associates who are covered under the Plan unless the context clearly requires otherwise.

The Plan is designed to provide 24 hour protection anywhere in the world while traveling on company business, except as noted in the Exclusions Section, for accidental death or accidental loss of a limb, speech, sight, or hearing. You are protected under the Plan on the job, when traveling for business.

COST—The Plan is provided by the Company at no cost to you. The Plan is insured through Policy No. ADD N01172013R, (the "Policy") issued by ACE American Insurance Company (hereafter "the Insurance Company").

COVERAGE—You are covered by the Plan for the losses described in the "Benefits Provided by the Plan" section which are due to accidental injury while traveling on Company business. The term "traveling on Company business" means traveling on assignment by or at the direction of the Company for the purpose of furthering its business or relocating at the Company's request and expense. It does not include everyday travel to and from work (except as described elsewhere in this booklet). This coverage does include up to seven (7) days of Personal Deviation while traveling on Company business. "Personal Deviation" means an activity that is not reasonably related to the Company's business; and, not incidental to the purpose of the trip. Coverage begins when you leave your residence or regular place of employment for the purpose of traveling on Company business, whichever occurs last, and continues until the time you return to your residence or regular place of employment, whichever occurs first.

Your spouse and dependent children are covered under the Plan for accidental death or dismemberment and disability whenever they accompany you (1) while you are traveling on Company business (as defined below) or (2) during a Company-authorized relocation trip for which the Company pays your expenses as well as theirs. This coverage does include up to seven (7) days of Personal Deviation while traveling for the above stated purpose. "Personal Deviation" means an activity that is not reasonably related to the Company's business; and not incidental to the purpose of the trip. The term "dependent children" means natural child, adopted child, beginning with any waiting period pending finalization of the child's adoption; a child for whom the Insured has been awarded legal guardianship, or a stepchild who resides with the Insured or depends on the Insured for financial support and who are under age 26.

Your guests are covered under the Plan for accidental death and dismemberment and disability whenever they travel with you on Company business at the specific request and expense of the Company. This coverage also includes up to seven (7) days of Personal Deviation as defined above.

Coverage terminates when you cease to be an Associate of the Company.

BENEFITS PROVIDED BY THE PLAN—Benefits under the Plan are based on a "principal sum" which is a different amount for you than it is for your spouse, dependent children and guests.

	Principal Sum
Associates	The lesser of three (3) times annual earnings or \$1,500,000, subject to a minimum of \$150,000 Accidental Death & Dismemberment/Permanent Total Disability
Spouses	\$ 150,000
Dependent Children	\$ 10,000

Guests

\$ 100,000

The principal sum or a fraction of the principal sum is payable in the event of a covered loss depending on the nature of the loss. Subject to the exclusions listed elsewhere in this booklet, if one or more of the losses listed below (except permanent total disability) occurs as a result of and within 365 days after an accidental injury, benefits will be payable in accordance with the following schedule:

Loss of Life	The Principal Sum
Both Hands or Both Feet or Sight of Both Eyes	The Principal Sum
One Hand and One Foot	The Principal Sum
Speech and Hearing	The Principal Sum
Either Hand or Foot, and Sight of One Eye	The Principal Sum
Movement of Both Upper and Lower Limbs (Quadriplegia)	The Principal Sum
Movement of Both Lower Limbs (Paraplegia)	The Principal Sum
Movement of Both Upper and Lower Limbs of One Side of the Body (Hemiplegia)	The Principal Sum
Movement of One Lower or Upper Limb (Uniplegia)	The Principal Sum
Either Hand or Foot	One-Half The Principal Sum
Sight of One Eye	One-Half The Principal Sum
Speech or Hearing	One-Half The Principal Sum
Thumb and Index Finger of Either Hand	One-Quarter The Principal Sum
Permanent Total Disability	The Principal Sum

Benefits for permanent total disability are payable if (a) you are prevented from engaging in your occupation for a period of 12 consecutive months due to an accidental injury which you suffered while traveling on Company business, (b) that 12 month period begins within 365 days after the accidental injury and (c) at the end of the 12 month period the Insurance Company finds that you are permanently disabled. You will be considered to be permanently disabled at the end of the 12 month period if the Insurance Company determines that the disability will prevent you for the remainder of your life from engaging in any occupation, profession, or employment for compensation for which you are reasonably qualified by education, training or experience.

The term "loss" under the Plan means, as to hands and feet, actual severance through or above the wrist or ankle joints; as to sight, speech or hearing, the entire irrecoverable loss of that ability; as to thumb and index finger, actual severance through or above metacarpophalangeal joints. Benefits provided under the above schedule will not be paid for more than one of the above losses sustained by any covered person

as the result of any one accident. If more than one loss is sustained, the largest amount for any one such loss will be payable. Finally, the Plan's aggregate limit of liability for all losses to persons covered under this Plan arising out of any one accident is \$14,000,000. In the event that the \$14,000,000 limit of liability is insufficient to pay fully the benefits otherwise payable to a person covered under this Plan who is involved in an accident, proportionately reduced benefits will be paid to each appropriate recipient.

Earnings means Your annualized regular wage rate payable as of the prior October 1st before the Date of Covered Loss, not counting bonuses, overtime pay, shift differential or other fringe benefits or extra compensation. If You became an Active Employee after October 1, the annualized regular wage rate payable to You as of the date You became an Active Employee shall be used.

SPECIAL PLAN PROVISIONS—Benefits under the Plan are also paid for losses which occur within 365 days following an accident and which result from:

Exposure—If one of the losses listed above is caused by the unavoidable exposure to the elements following an accident, benefits will be payable in accordance with the schedule above.

Disappearance—If a person covered under the Plan is not found within 365 days following the disappearance, stranding, sinking or wrecking of a conveyance the Plan will presume that the covered person has died and benefits will be payable in accordance with the schedule above.

Hijacking and Air Piracy—Coverage under the Plan while traveling on Company business includes losses resulting from skyjacking while the covered person is (1) subject to the control of skyjackers or (2) subsequently traveling in order to return home or to reach his original destination.

Seat Belt and Airbag Coverage—Any benefits payable under the Plan for loss of life resulting from an automobile accident will be increased by 10% of the principal sum up to a maximum of \$50,000 if the Insurance Company verifies that at the time of the accident the deceased was wearing an unaltered manufacturer-authorized seat belt or lap and shoulder restraint and was not under the influence of alcohol or drugs at the time of the accident. An additional benefit of \$5,000 is provided if the Insured was also positioned in a seat protected by a properly functioning and properly deployed Supplemental Restraint System (Airbag).

Commuting-Coverage under the Plan includes coverage for an injury resulting from an accident which occurs while an Associate covered under this Plan is commuting directly between his or her residence and place of regular employment: (a) by automobile or other conveyance not normally used by the Associate for commuting; and (b) during a strike, power failure, major breakdown or similar event which results in the discontinuance or interruption of one or more public transportation systems regularly used by the Associate; on a regularly scheduled workday.

Felonious Assault Coverage-The Covered Accident must take place when: The Covered Person is on the Policyholder's premises; and, dies as a direct result from a Felonious Assault, as defined below.

The assault must be inflicted by a person other than another person covered by the Policy, an Insured's Immediate Family Member or household member. A police report detailing the felonious assault must be provided.

The Covered Accident must occur during any of the following:

- actual or attempted robbery or holdup;
- actual or attempted kidnapping;
- any other type of intentional assault that is a crime classified as a felony by the governing statute or common law in the state where the assault occurred.

“Felonious Assault” means a criminal act or an act of physical violence against a person covered by the Policy. “Immediate Family Member” means an Insured’s parent, sister, brother, husband, wife or children.

The coverage is a flat \$50,000 benefit amount.

Bomb Scare, Bomb Search or Bomb Explosion- This Covered Accident must take place while:

1. the Insured is on the Policyholder’s premises when the Covered Accident occurs;
2. the Covered Accident is caused by or results from a Bomb Scare, Search or explosion as defined below;
3. the Insured is an authorized participant of a team or squad engaged in a bomb search or related activity;
4. the Policyholder authorizes the Insured’s participation and sanctions the search.

“Bomb” means any real or dummy explosive device placed with intent to damage, scare or cause injury.

“Scare” means any real or false report of a Bomb on the Policyholder’s premises.

“Search” means any organized search for a reported bomb.

“Explosion” means any detonation of a Bomb on the Policyholder’s premises that appears to have been intended to cause injury or unlawful property damage, whether or not the presence of the Bomb was reported before detonation. It does not include any act of declared or undeclared war in the United States of America or Canada, or acceptance of known explosives as cargo.

Rehabilitation Benefit-We will pay the rehabilitation benefit equal to 10% of the Principal Sum up to a Maximum Benefit of \$25,000 if the Covered Person if:

1. participating in a Rehabilitation Program due to a spinal cord, nervous system or closed head injury that results directly from, and from no other cause, but a Covered Accident;
2. a Doctor prescribes the Rehabilitation Program.

Benefits are payable for:

1. the facility providing the Rehabilitation Program in which the Covered Person is participating; and
2. Immediate Family Members who incur expenses for travel to and from the location at which the Covered Person is participating in a Rehabilitation Program, provided actual receipts are submitted with the claim.

Benefits will end when the first of the following events occur:

1. the date the Covered Person completes the Rehabilitation Program;
2. the date the Covered Person dies.

Rehabilitation Program-Rehabilitation Program means a specialized, intensive program for rehabilitation or assimilation at an accredited medical facility specializing in research, surgery and training of persons with spinal cord, nervous system, or closed head injuries.

Coma Benefit-We will pay the “Coma” benefit equal to 1% of the Principal Sum per Month up to 11 months and thereafter in a lump sum of 100% of the Principal Sum if a Covered Person becomes “Comatose” within 31 days of a Covered Accident and remains in a Coma for at least 31 days. We reserve the right at the end of the first 31 days of Coma to require proof that the Covered Person remains Comatose. This proof may include, but is not limited to, requiring an independent medical examination at Our expense.

We will pay this benefit in a lump sum as shown in the Schedule of Benefits. Periodic payments will end on the first of the following dates:

1. the end of the month in which the Covered Person dies;

2. the end of the 11th month for which this benefit is payable;
3. the end of the month in which the Covered Person recovers from the Coma.

A person is deemed “Comatose” or in a “Coma” if he or she is in a profound stupor or state of complete and total unconsciousness, as the result of a Covered Accident.

Emergency Medical Evacuation Benefit – We will pay an Emergency Medical Evacuation Benefit up to a maximum of 100% of covered expenses incurred for the medical evacuation of a Covered Person.

Benefits are payable if the Covered Person:

1. is traveling more than 100 miles away from his or her home;
2. suffers an Injury during the course of the Trip; and
3. requires Emergency Medical Evacuation.

Benefits will not be payable unless:

1. the Doctor ordering the Emergency Medical Evacuation certifies the severity of the Covered Person’s Injury requires an Emergency Medical Evacuation;
2. all transportation arrangements made for the Emergency Medical Evacuation are by the most direct and economical conveyance and route possible;
3. the charges incurred are Medically Necessary and do not exceed the usual level of charges for similar transportation, treatment, services or supplies in the locality where the expense is incurred; and
4. do not include charges that would not have been made if there were no insurance.

“Emergency Medical Evacuation” means:

1. the Covered Person’s immediate transportation from the place where he and she suffers an Injury to the nearest Hospital or other medical facility where appropriate medical treatment can be obtained.
2. the Covered Person’s transportation to his or her home to obtain further medical treatment in a Hospital or other medical facility or to recover after suffering an Injury.

An Emergency Medical Evacuation also includes Medically Necessary medical treatment, medical services and medical supplies necessarily received in connection with such transportation.

Benefits will not be payable unless We authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance.

Repatriation Benefit – We will pay a Repatriation Benefit up to a maximum of 100% of covered expenses for preparation and return of a Covered Person’s body to his or her home if he or she dies due to an Injury. Covered expenses include, but are not limited to:

1. expenses for embalming or cremation;
2. the least costly coffin or receptacle adequate for transporting the remains;
3. transporting the remains by the most direct and least costly conveyance and route possible.

Benefits will not be payable unless We authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance.

Emergency Medical Benefits – We will pay an Emergency Medical Benefit up to a maximum of \$10,000 for Covered Expenses incurred for emergency medical services to treat a Covered Person. Benefits are payable up to the Maximum Benefit if the Covered Person:

1. suffers a Medical Emergency during the course of the Trip; and
2. is traveling 100 miles or more away from his or her place of permanent residence.

Covered Expenses:

1. Medical Expense Guarantee: expenses for guarantee of payment to a medical provider.

2. Hospital Admission Guarantee: expenses for guarantee of payment to a Hospital or treatment facility.

Benefits for these Covered Expenses will not be payable unless:

1. the charges incurred are Medically Necessary and do not exceed the charges for similar treatment, services or supplies in the locality where the expense is incurred; and
2. do not include charges that would not have been made if there were no insurance.

Benefits will not be payable unless We (or Our authorized assistance provider) authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by Our assistance provider.

Bereavement and Trauma Counseling Benefit – we will pay counseling sessions at 10% of the Principal Sum up to a Maximum Benefit of \$25,000 and subject to the following conditions, when You and/or Your Immediate Family Member requires bereavement and trauma counseling because You suffered a Covered Loss that resulted directly and independently of all other causes from a Covered Accident. Such counseling must meet all of the following conditions:

1. covered bereavement and trauma counseling expenses must be incurred within one year from the date of the Covered Accident causing the Covered Loss;
2. the expense is charged for a bereavement or trauma counseling session for You and/or one or more of Your Immediate Family Members;
3. counseling is provided under the care, supervision or order of a Doctor;
4. a charge would have been made if no insurance existed.

“Immediate Family Member” means a person who is related to You in any of the following ways: spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister) or child (includes legally adopted child or stepchild), grandchild and grandparent.

Covered bereavement and trauma counseling benefits do not include any expense for which the Covered Person is entitled to benefits under any Workers’ Compensation Act or similar law.

EXCLUSIONS—You and your spouse or any other covered person are not covered under the Plan for any loss, fatal or non-fatal caused by or resulting from:

1. Intentionally self-inflicted injuries
2. Suicide or attempted suicide, while sane or insane;
3. War or any act of war, whether declared or not, within the geographical limits, the territorial waters, or the airspace above: (a) the United States, Afghanistan, Algeria, Chad, Chechnya, Iraq, Israel, Saudi Arabia, Somalia, Sudan, and Democratic Republic of Congo and (b) any country of which the covered person is a “permanent resident”. For purposes of the above, a “permanent resident” means a person who is (a) a resident of a country for three (3) months or longer; or (b) regularly employed in a country for three (3) months or longer.
4. Service in the military, naval or air service of any country;
5. Sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or viral infection or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food.
6. Injury sustained while committing or attempting to commit a felony, an assault or other illegal activity;
7. The use of an aircraft while it is being used for one or more of the following activities: (a) acrobatics or stunt flying; (b) racing or any endurance test; (c) crop dusting or seeding; (d) spraying; (e) exploration; (f) pipe or power line inspection; (g) any form of hunting; (h) bird or fowl herding; (i) aerial photography or banner towing; (j) any test or experiment; (k) firefighting; (l) any flight which requires a special permit or waiver from the Federal Aviation Administration, even though granted;
8. Injury sustained while acting as a pilot, operator or member of the crew in any aircraft;
9. Travel by guests except where guest is providing services to the Company and traveling at its specific request and expense.

CLAIM FILING PROCEDURES—The Insurance Company must receive a written notice of claim within ninety (90) days following the occurrence or commencement of any covered injury or death or as soon thereafter as is reasonably possible. Therefore, you (in the case of a disability or dismemberment) or your personal representative or beneficiary (in the case of a death claim) should report the covered accident or death promptly through your Payless ShoeSource, Inc. Risk Insurance Department, 3231 S.E. 6th Avenue, Topeka, KS 66607-2207, Telephone (785) 233-5171.

(When we use the word “you” in this and the following section, we mean the covered person submitting the claim or the covered person’s beneficiary depending on the nature of the claim submitted.)

CLAIM PROVISIONS

Notice Of Claim: A claimant must give Us or Our authorized representative written (or authorized electronic or telephonic) notice of claim within 90 days after any loss covered by the Policy occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. This notice should identify the Covered Person and the Policy Number.

Claim Forms: Upon receiving written notice of claim, We will send claim forms to the claimant within 15 days. If We do not furnish such claim forms, the claimant will satisfy the requirements of written proof of

loss by sending the written (or authorized electronic or telephonic) proof as shown below. The proof must describe the occurrence, extent and nature of the loss.

Proof Of Loss: Written (or authorized electronic or telephonic) proof of loss must be sent to the agent authorized to receive it. Written (or authorized electronic or telephonic) proof must be given within 90 days after the date of loss. If it cannot be provided within that time, it should be sent as soon as reasonably possible. In no event, except in the absence of legal capacity, should proof of loss be sent later than one year from the time proof is otherwise required.

Claimant Cooperation Provision: Failure of a claimant to cooperate with the Us in the administration of a claim may result in the termination of a claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Time Payment Of Claims: Any benefits due will be paid when We receive written (or authorized electronic or telephonic) proof of loss.

Payment Of Claims: If the Insured dies, any death benefits or other benefits unpaid at the time of the Insured's death will be paid to the beneficiary our records indicate the Insured designated for these plan benefits unless otherwise designated by you. Your beneficiary is your beneficiary designated under the Policyholder's Company Paid Life Insurance Plan or if you are not a participant in such plan, the Policyholder's Optional Life Insurance Plan.

If there is no named beneficiary or surviving beneficiary on record with us under the above plans, or Our authorized agent, We pay benefits in equal shares to the first surviving class of the following: 1) Spouse; 2) Children; 3) Parents; 4) Brothers and sisters. If there are no survivors in any of these classes, We will pay the Insured's estate.

All other benefits will be paid to the Insured. If the Insured is: (1) a minor; or (2) in Our opinion unable to give a valid release because of incompetence, We may pay any amount due to a parent, guardian, or other person actually supporting him or her. Any payment made in good faith will end Our liability to the extent of the payment.

If We are to pay benefits to the estate or to a person who is a minor or otherwise not competent to give a valid release, We may pay up to an amount not to exceed \$2,000 to a relative by blood or marriage whom we believe is equitably entitled. Any payment made in good faith will end Our liability to the extent of the payment.

Beneficiary: You may change your beneficiary at any time. To do so you must contact the Plan Administrator. If the Covered Person is a minor, his or her parent or guardian may exercise this right for him or her. The change will be effective when We or Our authorized agent receive it. When received, the effective date is the date the notice was signed. We are not liable for any payments made before the change was received. We cannot attest to the validity of a change.

The Insured is the beneficiary for any covered Dependent.

Assignment: At the request of the Covered Person or his or her parent or guardian, if the Covered Person is a minor, medical benefits may be paid to the provider of service. Any payment made in good faith will end our liability to the extent of the payment.

Assignment of Benefits to Hospitals or Clinics: benefits for services and supplies given in a public hospital or clinic are payable to that facility even if the Covered Person has not assigned the benefits. The facility must make proper claim to Us for the expenses. We will not pay benefits to a Covered Person for the same expenses paid to the facility.

Physical Examinations And Autopsy: We have the right to have a Doctor of Our choice examine the Covered Person as often as is reasonably necessary. This section applies when a claim is pending or while benefits are being paid. We also have the right to request an autopsy in the case of death, unless the law forbids it. We will pay the cost of the examination or autopsy.

Legal Actions: No lawsuit or action in equity can be brought to recover on this Policy: (1) before 60 days following the date proof of loss was given to Us; or (2) after 3 years following the date proof of loss is required.

The Policyholder shall be the beneficiary for any Insured whose place of employment is other than: 1.) the United States of America; 2) Puerto Rico, Virgin Islands, Guam, Saipan; or the Dominion of Canada. The Policyholder shall hold these proceeds in a fiduciary capacity and pay them to the Insured's beneficiary of record. All other benefits will be paid to the Insured. If the Insured or beneficiary is 1.) a minor; or 2.) in our opinion unable to give a valid release because of incompetence, We may pay any amount due to a parent, guardian, or other person actually supporting him or her. Any payment made in good faith will end Our liability to the extent of the payment.

Denial of Claims—If a claim is denied in whole or in part, you (in the case of a disability or dismemberment claim) or your beneficiary (in the case of a death claim) will be notified in writing within 90 days after the receipt of the claim unless special circumstances require an extension of time for processing. If such an extension of time is required, written notice of this extension will be sent to you prior to the termination of the 90-day period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Insurance Company expects to render a final decision. In no event will this date be more than 90 days after the end of the initial 90-day period.

The written denial will give:

- specific reasons for the denial;
- specific references to the pertinent Plan provisions on which the denial is based;
- a description of any additional material or information necessary for you to correct the claim and an explanation of why such material is necessary; and
- an explanation of the claim review procedure.

The fact that you do not have a response within 90 days after submitting a claim does not mean that your claim is being ignored. However, if no response is received within 90 days, allowing reasonable time for mailing, you may assume your claim has been denied and proceed to the claim review stage outlined in the following section.

Claim Review Procedure—Within 60 days after receiving written notice of claim denial or receiving no response to a claim for 90 days so that you can assume your claim has been denied, you or your authorized representative may submit a written request for a review. This request for review in response to a written claim denial should be directed to ACE American Insurance Company at the address which appears on the written notice of claim denial. When requesting a review, you should state the reasons why you believe the claim denial was improper and submit any additional information, materials or comments which you consider appropriate. You may also review any pertinent documents related to the claim.

The Insurance Company will make a decision on the review within 60 days after the receipt of the request for review, unless special circumstances require an extension of time for processing, in which case a decision will be made as soon as possible, but no later than 120 days after the receipt of the request for review. If such an extension is required, you will be notified within 60 days after receipt of the request for review.

The decision on the review will be in writing and will include the specific reasons for the decisions as well as specific references to the pertinent Plan provisions on which the decision is based. The decision on the review by the Insurance Company will be final.

PLAN INFORMATION—The following information is required by the Employee Retirement Income Security Act of 1974 (“ERISA”).

Plan Name: Payless Holdings, LLC. Business Travel Accident Plan

Plan Number:
PN505

Employer ID No.:
48-0674097

Plan Administrator:
Payless Holdings, LLC.
3231 S.E 6th Avenue
Topeka, KS 66607-2207
Telephone (785) 233-5171

Plan Sponsor (employers):
Payless Holdings LLC and all Subsidiaries, Divisions and Affiliated Companies that now exist or hereafter may be constituted.

Type of Plan:
This is an Employee Welfare Benefit Plan providing business travel accident insurance benefits.

Type of Administration:
Employer and Insurer Administration. The Company administers the Plan except insofar as authority to administer the Plan has been delegated to others. ACE American Insurance Company makes all determinations as to when benefits are payable for particular claims under the plan.

Agent for Service of Legal Process:
The Plan Administrator

With a copy to:
Payless Holdings, LLC.
Attn: General Counsel
3231 SE Sixth Avenue
Topeka, KS 66607

Plan Year:
February 1st to January 31st

Plan Records:
The Plan's records are kept on the Company's fiscal year.

Benefits Provided by and Disbursements from the Plan made by:
ACE American Insurance Company
1601 Chestnut Street
Philadelphia, PA 19103
Telephone (800) 352-4462

Address for claims:
ACE American Insurance Company
1 Beaver Valley Road
P. O. Box 15417
Wilmington, DE 19850

Circumstances Which May Result in Disqualification, Ineligibility, or Denial, Loss or Suspension of Benefits:
Such circumstances are described in detail previously in this booklet.

Plan Funding:

The benefits provided under this Plan are fully insured by ACE American Insurance Company. The Company pays the entire cost of membership in the Plan. Company contributions are paid over to ACE American Insurance Company. Benefits are then paid directly by ACE American Insurance Company.

Fiduciary Discretion:

Decisions, determinations, or interpretations with respect to the Plan by a person or entity acting as a fiduciary (as that term is defined by ERISA) under the Plan shall be in that fiduciary's sole and absolute discretion. All such discretionary decisions, determinations and interpretations made by that fiduciary will be final and conclusive for any and all purposes.

Termination or Amendment of Plan:

While the Company intends to maintain the Plan for an indefinite period of time, the Company reserves the right to terminate the Plan at will or amend the Plan in whole or in part at any time, with or without prior notice, with respect to any or all Plan members. This right is subject to the provisions of the Plan document and applicable law and the provision that no termination or amendment shall impair any claim incurred as of the date of the amendment or termination.

This Plan may be amended by written amendment, or by other written record of corporate action, signed by the Company's Secretary or by any other person so authorized by or pursuant to authority of the Company's Board of Directors.

The Company is not required to offer these plans. Because it does provide them, certain legal requirements must be met. You must be fully informed of the benefits being made available and your rights regarding these benefits under the Employee Retirement Income Security Act of 1974 ("ERISA"). ERISA was signed into law to provide additional protection for workers covered under any employer-sponsored benefits plan. This booklet is the Summary Plan description for the plan required by ERISA. It summarizes key features of the documents which constitute the Plan (the "Plan documents"). All interpretation of specific provisions of the Plan will be governed by the Plan documents. Your rights, as prescribed by law, are described in the following paragraphs.

ERISA Rights. As a participant in the Business Travel Accident Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that you shall be entitled to:

Receive Information About Your Plan and Benefits. Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including a copy of the latest annual report (Form 5500 Series) filed by the Business Travel Accident Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefit Security Administration.

- Obtain, upon written request to the Company, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Company may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Company is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries. In addition to creating rights for Plan participants ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including the Company, your union, or any other person, may

fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

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

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

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

DEFINITIONS

Several words and phrases used to describe your plan are capitalized. These words and phrases have special meanings as explained in this section.

Accident means a sudden, unexpected event.

Covered Accident means an Accident that occurs while coverage is in force for a Covered Person and results in a loss or Injury covered by the Policy for which benefits are payable.

Covered Expenses means expenses actually incurred by or on behalf of a Covered Person for treatment, services and supplies covered by the Policy. Coverage under the Policyholder's Policy must remain continuously in force from the date of the Accident until the date of the treatment, services or supplies are received for them to be a Covered Expenses. A Covered Expense is deemed to be incurred on the date such treatment, service or supply, that gave rise to the expense or the charge, was rendered or obtained.

Covered Loss or Covered Losses means an accidental death, dismemberment or other Injury covered under the Policy.

Insured or Covered Person means a person in a Class of Eligible Persons for whom the required premium is paid making insurance in effect for that person. An Insured is not a Dependent covered under the Policy. This term may also be referred to herein as "you" or "your".

Doctor means a licensed health care provider acting within the scope of his or her license and rendering care or treatment to a Covered Person that is appropriate for the conditions and locality. It will not include a Covered Person or a member of the Covered Person's Immediate Family or household.

Family Members means a Covered Person's parent, sister, brother, husband, wife or children.

Hospital means an institution that: 1) operates as a Hospital pursuant to law for the care, treatment, and providing of in-patient services for sick or injured persons; 2) provides 24-hour nursing service by Registered Nurses on duty or call; 3) has a staff of one or more licensed Doctors available at all times; 4) provide organized facilities for diagnosis, treatment and surgery, either; (i) on its premises; or (ii) in facilities available to it, on a pre-arranged basis; 5) is not primarily a nursing care facility, rest home, convalescent home, or similar establishment, or any separate ward, wing or section of a Hospital used as such; and 6) is not a place for drug addicts, alcoholics, or the aged.

Medically Necessary means a treatment, service or supply that is: 1) required to treat an Injury; prescribed or ordered by a Doctor or furnished by a Hospital; and 3) consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered. Purchasing or renting 1) air conditioners; 2) air purifiers; 3) motorized transportation equipment; 4) escalators or elevators in private homes; 5) eye glass frames or lenses; 6) hearing aides; 7) swimming pools or supplies for them; and 8) general exercise equipment are not Medically Necessary. A service or supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or treatment alternative could have been used. We may, at Our discretion, consider the cost of the alternative to be the Covered Expense.

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Policyholder means Payless Holdings LLC and all Subsidiaries, Divisions and Affiliated Companies that now exist or hereafter may be constituted. This term may also be referred to herein as the Company.

Total Disability or Totally Disabled means, due to an Injury from a Covered Accident, a Covered Person:

1. if employed, cannot do any work for which he or she is, or may become, qualified by reason of education, experience or training; and
2. if not employed, cannot perform the normal and customary activities of a healthy person of like age and sex.

We, Our, and Us mean the insurance company underwriting this insurance or its authorized agent. This term may also be referred to herein as the “Insurance Company”.