### RELIASTAR LIFE INSURANCE COMPANY Minneapolis, Minnesota

## ALASKA CERTIFICATE ENDORSEMENT

for Group Hospital Confinement Indemnity Insurance

ALASKA LAW GOVERNS WITH RESPECT TO CERTIFICATES COVERING ALASKA RESIDENTS UNDER GROUP POLICIES ISSUED IN A STATE OTHER THAN ALASKA.

Your Certificate has been changed as follows. Please keep this endorsement with your Certificate. This endorsement is subject to all other terms of the Policy.

### I. DEFINITIONS

The definition of "Doctor" is changed to add the following statement to the end of the definition:

In Alaska this includes: a state licensed physician, physician assistant, dentist, osteopath, optometrist, chiropractor, nurse midwife, advance nurse practitioner, naturopath, physical therapist, occupational therapist, marital and family therapist, psychologist, psychological associate, licensed clinical social worker, licensed professional counselor, or certified direct-entry midwife.

#### **II. GENERAL PROVISIONS**

If your Certificate or any riders include a PORTABILITY provision, and the time period for us to change portability premium rates with written notice is less than 45 days, then this time period is changed to be 45 days.

### **III. EXCLUSIONS**

If your Certificate or any riders have an exclusion related to an aircraft or hot air balloon, then the following statement is added:

Jumping or falling from an aircraft or hot air balloon in an emergency while a fare-paying passenger is not excluded.

If your Certificate or any riders have an exclusion related to recreational activities, then that exclusion only applies to the activities listed and not to "any similar activities."

### IV. EFFECTIVE DATE

- The Policy effective date.
- The effective date of your insurance.

Immell

Melissa A. O'Donnell Secretary

# **Consumer Notice for Arkansas Residents**

The nearest servicing office is the Minneapolis, Minnesota office of Voya Employee Benefits, a division of ReliaStar Life Insurance Company and ReliaStar Life Insurance Company of New York. The mailing address is:

PO Box 20 Minneapolis, Minnesota 55440-0122 Telephone: (800) 537-5024

If you are not provided with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department Consumer Services Division 1200 West Third Street (Corner of Third and Cross Street) Little Rock, Arkansas 72201-1904

Telephone: (501) 371-2640 Toll Free in AR: (800) 852-5494

This consumer notice is for information only and does not become a part or condition of this certificate or policy. Please insert this notice in your certificate or policy.

## ReliaStar Life Insurance Company

20 Washington Avenue South, Minneapolis, MN 55401

## NOTICE TO CALIFORNIA POLICYHOLDERS/CERTIFICATEHOLDERS KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

If you have a question about your policy, if you need assistance with a problem, or if you have questions about a claim, you may write to us at the above address or call 1-800-955-7736.

You will need to provide your policy number with any communication.

If you do not reach a satisfactory resolution after having discussions with us, or our agent or representative, or both, you may contact the following unit within the Department of Insurance that deals with consumer affairs:

> California Department of Insurance Consumer Communications Bureau 300 South Spring Street, South Tower Los Angeles, California 90013

Outside Los Angeles: 1-800-927-HELP (1-800-927-4357) Los Angeles: (213) 897-8921

Web Site: www.insurance.ca.gov/01-consumers/101-help

### NOTICE OF PROTECTION PROVIDED BY CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

## COVERAGE

## Persons Covered

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

### <u>Amounts of Coverage</u>

The basic coverage protections provided by the Association are as follows.

### Life Insurance, Annuities and Structured Settlement Annuities

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

### • Life Insurance

80% of death benefits but not to exceed \$300,00080% of cash surrender or withdrawal values but not to exceed \$100,000

• <u>Annuities and Structured Settlement Annuities</u> 80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed \$250,000

The maximum amount of protection provided by the Association to an individual, for *all* life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

### Health Insurance

The maximum amount of protection provided by the Association to an individual, as of July 1, 2016, is \$546,741. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer. Changes to this amount will be posted on the Association's website www.califega.org.

## COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society
- If the person is provided coverage by the guaranty association of another state.
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care benefits under Medicare Part C or Part D
- An annuity issued by an organization that is only licensed to issue charitable gift annuities
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1607.02(b)(2)(C).

------

## **NOTICES**

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at <u>www.califega.org</u>, or contact either of the following:

California Life and Health Insurance
Guarantee Association
P.O. Box 16860,
Beverly Hills, CA 90209-3319
(323) 782-0182

California Department of Insurance Consumer Communications Bureau 300 South Spring Street Los Angeles, CA 90013 (800) 927-4357

Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.

#### RELIASTAR LIFE INSURANCE COMPANY Minneapolis, Minnesota 55401

## NOTICE CONCERNING COVERAGE LIMITATIONS AND EXCLUSIONS UNDER THE HAWAII LIFE AND DISABILITY INSURANCE GUARANTY ASSOCIATION ACT

Residents of Hawaii who purchase life insurance, annuities, or disability insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Hawaii Life and Disability Insurance Guaranty Association. The purpose of this association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumer's care in selecting companies that are well-managed and financially stable.

#### DISCLAIMER

The Hawaii Life and Disability Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Hawaii. You should not rely on coverage by the Hawaii Life and Disability Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is *NOT* provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.

#### The Hawaii Life and Disability Insurance Guaranty Association 1132 Bishop Street, Suite 1590 Honolulu, Hawaii 96813

#### Department of Commerce and Consumer Affairs Insurance Division P.O. Box 3614 Honolulu, Hawaii 96811

The state law that provides for this safety-net coverage is called the Hawaii Life and Disability Insurance Guaranty Association Act. Below is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the Guaranty Association.

(please turn to back of page)

## COVERAGE

Generally, individuals will be protected by the Hawaii Life and Disability Insurance Guaranty Association if they live in this state and hold a life or disability insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

## EXCLUSIONS FROM COVERAGE

However, persons holding such policies are **not** protected by the Guaranty Association if –

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state); or
- the insurer was not a member insurer of the Guaranty Association. A nonprofit hospital or medical service organization (the "Blues"), an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or an insurance exchange are examples of nonmember insurers.

The Guaranty Association also does not provide coverage for -

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate;
- dividends;
- credits given in connection with the administration of a policy by a group contract holder;
- employer's plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- unallocated annuity contracts (which give rights to group contract holders, not individuals).

## LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the Guaranty Association is obligated to pay out. The basic protections provided by the Association are:

- Life Insurance
  - \$300,000 in death benefits
  - o \$100,000 in cash surrender or withdrawal values
- Health Insurance
  - o \$500,000 in hospital, medical and surgical insurance benefits
  - \$300,000 in disability insurance benefits
  - \$300,000 in long-term care insurance benefits
  - \$100,000 in other types of health insurance benefits
- Annuities
  - \$250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000. Special rules may apply with regard to hospital, medical and surgical insurance benefits and with regard to one owner of multiple non-group policies of life insurance.

Minneapolis, Minnesota

## MAINE CERTIFICATE ENDORSEMENT

for Group Hospital Confinement Indemnity Insurance

Your Certificate has been changed as follows. Please keep this endorsement with your Certificate. This endorsement is subject to all other terms of the Policy.

### I. GENERAL PROVISIONS

The following are added after the TERMINATION OF COVERAGE provision:

If your coverage ends due to a lapse or default on your part, your coverage may be reinstated on the basis that you suffered from a cognitive impairment or functional incapacity at the time of cancellation. You or someone authorized to act on your behalf must submit a request for reinstatement to us within 90 days of cancellation along with medical proof, at your expense, that you suffered from a cognitive impairment or functional incapacity at the time of cancellation. Within 15 days of our request, all premiums due from the date of cancellation must also be received by us in order to consider your request for reinstatement. If we approve your request, your coverage will be reinstated at the same level as though the cancellation had not occurred.

#### THIRD PARTY NOTICE

You may designate an additional person to receive notice of any intent to terminate coverage. You may change this designation at any time. The form is available upon request from the Policyholder.

### **II. EFFECTIVE DATE**

- The Policy effective date.
- The effective date of your insurance.

Unell,

Melissa A. O'Donnell Secretary

Minneapolis, Minnesota

## **MASSACHUSETTS CERTIFICATE ENDORSEMENT**

for Group Hospital Confinement Indemnity Insurance

Your Certificate has been changed as follows. Please keep this endorsement with your Certificate. This endorsement is subject to all other terms of the Policy.

### I. GENERAL PROVISIONS

The following statements are added to the TERMINATION OF COVERAGE provision:

If your employment ends, your coverage will continue under the Policy for a period of 31 days unless during that period you are otherwise entitled to similar benefits. Premium payment is required.

If your employment is terminated due to a plant closing or a partial closing (as defined in section 71A of Chapter 151A, Massachusetts Statutes), your coverage will continue under the Policy for a period of 90 days unless during that period you are otherwise entitled to similar benefits. Premium payment is required.

Massachusetts law requires the following disclosure to be provided to Massachusetts residents:

As of January 1, 2009, the Massachusetts Health Care Reform Law requires that Massachusetts residents, eighteen (18) years of age and older, must have health coverage that meets the Minimum Creditable Coverage standards set by the Commonwealth Health Insurance Connector, unless waived from the health insurance requirement based on affordability or individual hardship. For more information call the Connector at 1-877-MA-ENROLL or visit the Connector website (www.mahealthconnector.org).

This plan is not intended to provide comprehensive health care coverage and **does not meet Minimum Creditable Coverage standards,** even if it does include services that are not available in your other health plans.

### **II. EFFECTIVE DATE**

- The Policy effective date.
- The effective date of your insurance.

(Mmell)

Melissa A. O'Donnell Secretary

Minneapolis, Minnesota

## MINNESOTA CERTIFICATE ENDORSEMENT

for Group Hospital Confinement Indemnity Insurance

Your Certificate has been changed as follows. Please keep this endorsement with your Certificate. This endorsement is subject to all other terms of the Policy.

## I. GENERAL PROVISIONS

The POLICY TERMINATION provision is changed to add the following statement:

If the Policy is terminated, we will make a good faith effort to notify all Insured Persons at least 30 days before the termination date. We will not notify Insured Persons if we have reasonable evidence that the Policy has been or will be replaced by a substantially similar group policy, plan or contract.

## **II. BENEFITS**

If your Certificate includes a child care benefit, and the maximum child age within that child care benefit is less than 25, then the maximum child age for this benefit is changed to 25.

## **III. EXCLUSIONS**

The EXCLUSIONS section of your Certificate and any riders is changed as follows:

If any exclusion refers to "illegal activity," then that reference is changed to "illegal occupation."

If any exclusion refers to operation of a motor vehicle while intoxicated, then that exclusion is changed to the following:

• Operation of a motorized vehicle while under the influence of alcohol as evidenced by a blood alcohol level in excess of the state legal intoxication limit.

If there is an exclusion for suicide or attempted suicide, then this exclusion does not apply. Any exclusion for self-inflicted injury (other than attempted suicide) still applies.

If any exclusion refers to misuse of alcohol or taking of drugs, then that exclusion is changed to the following:

- Alcoholism or drug abuse.
- Being under the influence of any narcotic, unless the narcotic is taken under the direction of and as directed by a Doctor.

## IV. CHILDREN'S CRITICAL ILLNESS RIDER

If your Certificate includes a Children's Critical Illness Rider, the definition of **Child** or **Children** is changed as follows:

If the definition includes a maximum Child age of less than 25, then this maximum is changed to 25.

The definition includes a child for whom you or your Spouse are a legal guardian. The definition also includes your grandchild who is financially dependent on you and resides with you continuously from birth.

If the definition includes any requirements for full-time students over a certain age, then these requirements do not apply.

Any reference in the definition to "disability" means developmental disability, mental illness or disorder, or physical disability.

## V. EFFECTIVE DATE

- The Policy effective date.
- The effective date of your insurance.

Unner

Melissa A. O'Donnell Secretary

Minneapolis, Minnesota

## MONTANA CERTIFICATE ENDORSEMENT

for Group Hospital Confinement Indemnity Insurance

Your Certificate has been changed as follows. Please keep this endorsement with your Certificate. This endorsement is subject to all other terms of the Policy.

#### I. DEFINITIONS

If your Certificate and any riders contain a definition of **Pre-Existing Condition**, and the time period in that definition is more than 6 months, then the time period in that definition for you and any Covered Person is limited to 6 months. Pregnancy is not considered a Pre-Existing Condition.

#### II. NEWBORN BENEFIT

If you are covered under the Policy, your eligible newborn Child is automatically covered for the first 31 days after birth. The benefit amount is the same amount indicated on the Children's Hospital Confinement Indemnity Rider for all eligible Children.

No benefit reductions apply to your eligible newborn Child.

#### **III. GENERAL PROVISIONS**

If your Certificate and any riders include a PORTABILITY provision, and the time period for us to change portability premium rates with written notice is less than 60 days, then this time period is changed to be 60 days.

### IV. BENEFITS

If your Certificate includes a child care benefit, and the maximum child age within that child care benefit is less than 25, then the maximum child age for this benefit is changed to 25.

#### V. EXCLUSIONS

If the EXCLUSIONS section of your Certificate and any riders contains an exclusion that refers to operation of a motor vehicle while intoxicated, then this exclusion does not apply.

### **VI. CHILDREN'S HOSPITAL CONFINEMENT INDEMNITY RIDER**

If your Certificate includes a Children's Hospital Confinement Indemnity Rider, the definition of **Child** or **Children** is changed as follows:

If the definition includes a maximum Child age of less than 25, then this maximum is changed to 25.

If the definition includes any requirements that the child reside with you, or be supported by you financially, or be eligible to be claimed by you or your Spouse for federal income tax purposes, then these requirements do not apply.

If the definition includes any requirements for full-time students over a certain age, then these requirements do not apply.

## **VII. EFFECTIVE DATE**

- The Policy effective date.
- The effective date of your insurance.

Unner

Melissa A. O'Donnell Secretary

Minneapolis, Minnesota

## SPOUSE ENDORSEMENT FOR NEW HAMPSHIRE RESIDENTS

Your Certificate(s) and Spouse rider(s) have been changed as follows. Please keep this endorsement with your Certificate(s). This endorsement is subject to all other terms of the Policy.

If your Certificate contains definitions of "You and Your" and "We, Us and Our", then all references to "you" and "your" in this endorsement mean "You and Your" as defined in your Certificate, and all references to "we" and "us" and "our" in this endorsement mean "We, Us and Our" as defined in your Certificate.

## I. CONTINUATION FOLLOWING DIVORCE OR LEGAL SEPARATION

If you divorce or legally separate, and the final decree of divorce or legal separation does not expressly prohibit continuation of coverage for your former Spouse, then your former Spouse can elect to continue Spouse coverage for a limited time. The former Spouse must have been insured under our Policy as your Spouse on the date before the date of divorce or legal separation. In order to continue coverage under this provision, the former Spouse has 30 days after the date of divorce or legal separation in which to make the election, pay the first premium, and provide us with the final decree of divorce or legal separation.

When we put the former Spouse on continuation under this provision, the former Spouse becomes the owner of that Spouse coverage under the Policy. All Spouse benefits are payable to the former Spouse. Premiums will be billed directly to the former Spouse. Continued premium payment is required to keep coverage in force. The benefits and premium rates for Spouse coverage continued under this provision will remain the same as though the former Spouse were still eligible as your lawful Spouse. Spouse coverage may not be increased.

Spouse coverage continued under this provision will end on the <u>earliest</u> of the following:

- The 3-year anniversary of the final decree of divorce or legal separation.
- The date of the former Spouse's remarriage.
- The date of your remarriage.
- The date the former Spouse dies.
- The date you die.
- The end date of coverage, if any, as provided by the final decree of divorce or legal separation.
- The end of the period for which the former Spouse paid premiums, if the former Spouse stops making a required premium contribution, subject to the grace period.
- The date the Policy terminates.

If all of the following are true:

- the former Spouse's coverage was being continued under a similar provision of the Employer's prior group policy that provided the same type of coverage as our Policy,
- your coverage under the prior policy is replaced by coverage under our Policy, and
- the former Spouse's coverage under the prior policy stops due to the prior policy's termination,

then the former Spouse can elect to continue the Spouse coverage for the remainder of the time period described above while our Policy is in force. The benefits, premium rates and all other terms for continued Spouse coverage are subject to the terms of our Policy. In order to continue Spouse coverage, the former Spouse has 30 days after your coverage effective date under our Policy in which to make the election, pay the first premium, and provide us with proof of their eligibility for continuation under the prior policy.

## **II. EFFECTIVE DATE**

- The Policy effective date.
- The effective date of your insurance.

Unell

Melissa A. O'Donnell Secretary

Minneapolis, Minnesota

## SOUTH DAKOTA CERTIFICATE ENDORSEMENT

for Group Hospital Confinement Indemnity Insurance

Your Certificate has been changed as follows. Please keep this endorsement with your Certificate. This endorsement is subject to all other terms of the Policy.

## I. DEFINITIONS

The definition of **Doctor** is changed to add the following statement:

Doctor includes a family member if the family member is the only Doctor in your area provided the Doctor is acting within the scope of his/her practice.

If your Certificate or any riders contain a definition of **Pre-Existing Condition**, and the time period in that definition is more than 6 months, then this time period is changed to be 6 months.

## **II. GENERAL PROVISIONS**

If your Certificate contains a PORTABILITY provision and that provision states that we may change the portability premium rates at any time with less than 45 days written notice, then this time period is changed to be 45 days.

The same time period applies to any PORTABILITY FOLLOWING DEATH OR DIVORCE provision if you have a Spouse Hospital Confinement Indemnity Rider, and to any PORTABILITY FOLLOWING DEATH provision if you have a Children's Hospital Confinement Indemnity Rider.

## **III. BENEFITS**

If your Certificate includes an Observation Unit visit benefit, and the description of this benefit contains reference to a specific number of hours, then the reference to hours does not apply.

## **IV. EXCLUSIONS**

If your Certificate or any riders contain an exclusion for operating a motorized vehicle while intoxicated, then this exclusion does not apply.

If your Certificate or any riders contain an exclusion for misuse of alcohol or taking of drugs, then this exclusion does not apply.

## **V. EFFECTIVE DATE**

- The Policy effective date.
- The effective date of your insurance.

Mmell

Melissa A. O'Donnell Secretary

# NOTICE CONCERNING COVERAGE LIMITATIONS AND EXCLUSIONS UNDER THE SOUTH DAKOTA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of South Dakota who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the South Dakota Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policy owners, contract owners, and certificate owners will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The Guaranty Association does not provide coverage for all types of life, health, or annuity benefits, and the Guaranty Association may not provide coverage for this policy or contract. If coverage is provided, it may be subject to substantial limitations or exclusions, and required continued residency in South Dakota. You should not rely on coverage by the South Dakota Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy or contract.

Coverage is NOT provided for your policy or contract for any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association for the purpose of sales, solicitation, or inducement to purchase any kind of insurance policy or contract.

> The South Dakota Life and Health Insurance Guaranty Association Charles D. Gullickson, Executive Director 206 West 14<sup>th</sup> Street Sioux Falls, South Dakota 57104 Tel. (605) 336-0177 www.sdlifega.org

> > South Dakota Division of Insurance 124 S. Euclid Avenue, 2<sup>nd</sup> Floor Pierre, South Dakota 57501 Tel. (605) 773-3563 www.dlr.sd.gov/insurance

#### (Please turn to back of page)

The state law that provides for this safety-net coverage is called the South Dakota Life and Health Insurance Guaranty Association Act. Below is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law, nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the Guaranty Association.

#### COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are an insured certificateholder under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state. Coverage is also provided by the Guaranty Association to persons eligible to receive payment under structured settlement annuities who are residents of this state and, under certain conditions, such persons even if they are not a resident of this state.

#### EXCLUSIONS FROM COVERAGE

However, persons holding such policies are <u>not</u> protected by the Guaranty Association if:

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- the insurer was not authorized to do business in this state;
- their policy or contract was issued by an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy owner, contract owner or certificate owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does **<u>not</u>** provide coverage for:

- any policy or contract or portion of a policy or contract which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- claims based on marketing materials or other documents which are not approved policy or contract forms, claims based on misrepresentations of policy or contract benefits, and other extra-contractual claims;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate specified by statute;
- dividends;
- credits given in connection with the administration of a policy or contract by a group contract holder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- unallocated annuity contracts (which give rights to group contractholders, not individuals);
- certain contracts which establish benefits by reference to a portfolio of assets not owned by the insurer; or
- policies providing health care benefits for Medicare Parts C or D Coverage.

#### LIMITS ON AMOUNT OF COVERAGE

The Guaranty Association in no event will pay more than what an insurance company would owe under a policy or contract. In addition, state law limits the amount of benefits the guaranty association will pay for any one insured life, and no matter how many policies or contracts there are with the same company, as follows: (i) for life insurance, not more that \$300,000 in death benefits and not more than \$100,000 in net cash surrender and net cash withdrawal values; (ii) for health benefit plans, not more than \$500,000, but not more than \$300,000 for disability insurance and long term care insurance, and not more than \$100,000 for other types of health insurance, and (iii) for annuities, not more than \$250,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values. However, in no event will the Guaranty Association be obligated to cover more than an aggregate of \$300,000 in benefits with respect to any one life except with respect to health benefit plans, for which the aggregate liability of the guaranty association may not exceed \$500,000. These general statements of the limits on coverage are only summaries and the actual limitations are set forth in South Dakota law.

#### **ADDITIONAL INFORMATION**

The statutes which govern the Guaranty Association are contained in SDCL Chapter 58-29C. Additional information about the Guaranty Association may be found at <u>www.sdlifega.org</u>, which contains a link to SDCL Chapter 58-29C.

Information about the financial condition of insurers is available from a variety of sources, including financial rating agencies such as A.M. Best Company, Fitch Ratings, Moody's Investors Service, Inc., and Standard & Poor's. Additional information about financial rating agencies may be obtained by clicking on "Useful Links" on the website of the South Dakota Division of Insurance at www.dlr.sd.gov/insurance

The Guaranty Association is subject to supervision and regulation by the director of the South Dakota Division of Insurance. Persons who desire to file a complaint to allege a violation of the statues governing the Guaranty Association may contact the Division of Insurance. State law provides that any suit against the Guaranty Association shall be brought in Hughes County, South Dakota.

Minneapolis, Minnesota

## **TEXAS CERTIFICATE ENDORSEMENT**

for Group Hospital Confinement Indemnity Insurance

Your Certificate has been changed as follows. Please keep this endorsement with your Certificate. This endorsement is subject to all other terms of the Policy.

## I. BENEFITS

If your Certificate includes a child care benefit, and the maximum child age within that child care benefit is less than 25, then the maximum child age for this benefit is changed to 25. "Child or children" for this benefit includes your unmarried grandchild who is your dependent for federal income tax purposes on the date you are eligible for coverage. It also includes a child for whom you must provide medical support under a court order.

## **II. CHILDREN'S HOSPITAL CONFINEMENT INDEMNITY RIDER**

If your Certificate includes a Children's Hospital Confinement Indemnity Rider, then the definition of **Child** or **Children** on the rider is changed as follows:

If the definition includes a maximum Child age of less than 25, then this maximum is changed to 25.

The definition includes your unmarried grandchild who is your dependent for federal income tax purposes on the date the grandchild is first eligible under this rider. The definition also includes a child for whom you must provide medical support under a court order.

If the definition includes any requirements for full-time students over a certain age, then these requirements do not apply.

## **III. EFFECTIVE DATE**

- The Policy effective date.
- The effective date of your insurance.

Unnell

Melissa A. O'Donnell Secretary

#### Texas Residents: Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company 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. If you don't, you may lose your right to appeal.

#### ReliaStar Life Insurance Company

To get information or file a complaint with your insurance company:

Call: Customer Contact Center Manager at 1-800-955-7736

Toll-free: 1-888-238-4840 for Life Insurance and 1-877-236-7564 for Supplemental Benefits Insurance

Email: LifeClaims@voya.com

Mail: 20 Washington Avenue South, Minneapolis, MN 55401

#### The 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: <u>www.tdi.texas.gov</u>

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

#### Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamacion o con su prima de seguro, llame primero a su compania de seguros. Si no puedo resolver el problema, es possible que el Deparamento de Seguros de Texas (Texas Department of Insurance, pro su nombre en ingles) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, tamblen debe presenter una queja a traves del proceso de quejas o de apelaciones de su compania de seguros. Si no lo hace, podria perder su derecho para apelar.

#### ReliaStar Life Insurance Company

Para obtener informacion o para presenter una queja ante su compania de seguros:

Llame a: Customer Contact Center Manager at 1-800-955-7736

Telefono gratuito: 1-888-238-4840 for Life Insurance and 1-877-236-7564 for Supplemental Benefits Insurance

Correo electronico: LifeClaims@voya.com

Direccion postal: 20 Washington Avenue South, Minneapolis, MN 55401

#### El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacion ada con los seguros o para presenter una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electronico: ConsumerProtection@tdi.texas.gov

Direccion postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

Minneapolis, Minnesota

## UTAH CERTIFICATE ENDORSEMENT

for Group Hospital Confinement Indemnity Insurance

Your Certificate has been changed as follows. Please keep this endorsement with your Certificate. This endorsement is subject to all other terms of the Policy.

### I. RIGHT TO EXAMINE CERTIFICATE

If you contribute to the cost of your coverage, you may cancel your coverage for any reason within 30 days after your receipt of your initial Certificate of coverage under the Policy, provided no benefits have been paid. Contact the Policyholder to cancel your coverage and receive any premium refund.

## **II. SCHEDULE OF BENEFITS**

If any facility Confinement benefit in your Certificate is less than \$50 per day, then this benefit is increased to be \$50 per day. If your Certificate or any riders include a BENEFIT REDUCTIONS provision, these reductions will not decrease the daily facility Confinement benefit for any Covered Person below \$50.

If any facility Confinement benefit maximum in your Certificate is for less than 31 days, then this maximum is increased to 31 days. The maximum of all Confinement benefits payable will not be less than 31 days during a period of Confinement.

### **III. BENEFITS**

If the PORTABILITY provision in your Certificate has any requirements that you are under a certain age or that you have been continuously covered for a specified period of months in order to apply for portability, then those requirements do not apply. Portability is not restricted by age, duration of coverage, class or coverage level.

If the time period for us to change portability premium rates under the PORTABILITY provision in your Certificate is less than 45 days, then that time period is changed to 45 days.

If your Certificate includes a child care benefit, and the maximum child age within that child care benefit is less than 26, then the maximum child age for this benefit is changed to 26.

### IV. SPOUSE HOSPITAL CONFINEMENT INDEMNITY RIDER

If your Certificate includes a Spouse Hospital Confinement Indemnity Rider, then the PORTABILITY FOLLOWING DEATH OR DIVORCE provision on that rider is changed as follows:

If there is any requirement that your Spouse is under a certain age in order to apply for portability, then that requirement does not apply. Portability is not restricted by age, class or coverage level.

"Divorce" includes a valid decree of legal separation or annulment.

If the time period for us to change portability premium rates is less than 45 days, then that time period is changed to 45 days.

If there is a condition that coverage continued under this provision will end when your Spouse reaches a specified age, then that condition does not apply.

## V. CHILDREN'S HOSPITAL CONFINEMENT INDEMNITY RIDER

If your Certificate includes a Children's Hospital Confinement Indemnity Rider, then this rider is changed as follows:

In the SCHEDULE OF BENEFITS:

If there is a NEWBORN BENEFIT provision which limits any newborn's Confinement benefit to a maximum of less than 31 days, then that maximum is changed to 31 days.

In the DEFINITIONS section:

The definition of **Child** or **Children** includes a child for whom you are required to provide hospital confinement indemnity coverage under a court or administrative order.

If the definition includes a maximum Child age of 26 years or less, then this maximum is changed to the end of the month in which the Child reaches 26 years of age.

If the definition includes any requirements for full-time students over a certain age, then these requirements do not apply.

In the PORTABILITY FOLLOWING DEATH provision:

Portability is not restricted by class or coverage level.

If the time period for us to change portability premium rates is less than 45 days, then that time period is changed to 45 days.

#### **VI. ACCIDENT BENEFIT RIDER**

If your Certificate includes an Accident Benefit Rider, then the definition of Dislocation is changed to remove the word "completely."

### **VII. EFFECTIVE DATE**

- The Policy effective date.
- The effective date of your insurance.

Unele

Melissa A. O'Donnell Secretary

## Notice of Protection Provided by Utah Life and Health Insurance Guaranty Association

This notice provides a brief summary of the Utah Life and Health Insurance Guaranty Association (Association) and the protection it provides for policyholders. This safety net was created under Utah law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity, or health insurance company becomes financially unable to meet its obligations and is taken over by its insurance department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Utah law, with funding from assessments paid by other insurance companies. (For the purposes of this notice, the terms "insurance company and "insurer" include health maintenance organizations (HMOs) and limited health plans.)

The basic protections provided by the Association are:

Life Insurance

o \$500,000 in death benefits

o \$200,000 in cash surrender or withdrawal values

Health Insurance

- o \$500,000 in hospital, medical and surgical insurance benefits
- o \$500,000 in long-term care insurance benefits
- o \$500,000 for disability income insurance benefits
- o \$500,000 in other types of health insurance benefits
- Annuities

o \$250,000 in the present value of annuity benefits in aggregate, including any net cash surrender and net cash withdrawal values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$500,000. Special rules may apply with regard to hospital, medical, and surgical insurance benefits.

**NOTE: Certain policies and contracts may not be covered or fully covered**. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Utah law.

To learn more about the above protections, please visit the Association's website at www.utlifega.org, or contact:

Utah Life and Health Insurance Guaranty Assoc. 32 West 200 South #150 Salt Lake City, UT 84101 (801)320-9955 Utah Insurance Department State Office Bldg., Rm. 3110 Salt Lake City, UT 84114 (801) 538-3800

Minneapolis, Minnesota

## WASHINGTON CERTIFICATE ENDORSEMENT

for Group Hospital Confinement Indemnity Insurance

Your Certificate has been changed as follows. Please keep this endorsement with your Certificate. This endorsement is subject to all other terms of the Policy.

## I. EXCLUSIONS

If your Certificate or any riders contain exclusions for intoxication, misuse of alcohol or taking of drugs, then these exclusions do not apply.

#### **II. ACCIDENT BENEFIT RIDER**

If your Certificate includes an Accident Benefit Rider, then that rider is changed as follows:

The time period in the **Burns** provisions between the Covered Accident and treatment is changed to one year.

The time period in the **Chip Fractures** provision between the Covered Accident and diagnosis is changed to one year.

The time period in the **Concussion** provision between the Covered Accident and diagnosis is changed to one year.

The time period in the **Dislocations** provision between the Covered Accident and diagnosis is changed to one year.

The time period in the **Emergency dental work** provision between the Covered Accident and treatment is changed to one year.

The time period in the **Fractures** provision between the Covered Accident and diagnosis is changed to one year.

The time period in the **Laceration** provision between the Covered Accident and treatment is changed to one year.

The time period in the **Ruptured Disk** provision between the Covered Accident and treatment is changed to one year. The time period between the Covered Accident and surgical repair is also one year.

The time period in the **Tendon/ligament/rotator cuff** provision between the Covered Accident and surgical repair is changed to one year.

The time period in the **Torn knee cartilage** provision between the Covered Accident and treatment is changed to one year. The time period between the Covered Accident and surgical repair is also changed to one year.

## **III. EFFECTIVE DATE**

- The Policy effective date.
- The effective date of your insurance.

Unele

Melissa A. O'Donnell Secretary