YOUR ACCIDENT INSURANCE PLAN

For Employees of Excela Health

# GROUP ACCIDENT INSURANCE CERTIFICATE OF COVERAGE RELIASTAR LIFE INSURANCE COMPANY

## 20 Washington Avenue South, Minneapolis, Minnesota 55401

Claims: 888-238-4840 Customer Service: 877-236-7564

POLICYHOLDER:	Excela Health
GROUP POLICY NUMBER:	70638-8CAC2
POLICY EFFECTIVE DATE:	January 1, 2019
GOVERNING JURISDICTION:	Pennsylvania

# THIS IS A LIMITED CERTIFICATE - READ IT CAREFULLY

THIS IS A SUPPLEMENT TO HEALTH INSURANCE AND IS NOT A SUBSTITUTE FOR MAJOR MEDICAL COVERAGE.

Benefits are paid for Covered Accidents as defined in the Certificate. In addition, the Policy does not satisfy the requirement of minimum essential coverage under the Affordable Care Act. Benefits are paid under the Policy for Covered Accidents as indemnity insurance and are not intended to cover medical expenses.

ReliaStar Life Insurance Company certifies that we have issued the group Policy listed above to the Policyholder. The Policy is available for you to review if you contact the Policyholder for more information. This is your Certificate as long as you are eligible for coverage and you become insured. Please read it carefully and keep it in a safe place.

This Certificate summarizes and explains the parts of the Policy which apply to you. The Certificate is part of the group Policy but by itself is not a policy. Your coverage may be changed under the terms and conditions of the Policy. The Policy is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments.

#### RENEWABILITY

The Policy is conditionally renewable on each Policy anniversary, subject to the POLICY TERMINATION provision.

For purposes of effective dates and ending dates under the Policy, all days begin at 12:01 a.m. standard time at the Policyholder's address and end at 12:00 midnight standard time at the Policyholder's address.

In this Certificate, "you" and "your" refer to an Employee who is eligible for coverage under the Policy; "we", "us" and "our" refer to ReliaStar Life Insurance Company.

### Exclusions may apply. Please read the Certificate carefully.

#### **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.

Signed for ReliaStar Life Insurance Company at its home office in Minneapolis, Minnesota on the Policy effective date.

William Bainbudge

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William Bainbridge President

Melissa A. O'Donnell Secretary

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## SCHEDULE OF BENEFITS

EMPLOYER:	Excela Health
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#### **GROUP POLICY NUMBER:** 70638-8CAC2

## ELIGIBLE CLASS(ES)

Employees in Active Employment with the Employer in the United States. You must be an Employee of the Employer and in an eligible class. Temporary and seasonal workers are excluded from coverage.

#### MINIMUM HOURS REQUIREMENT

Employees: 17 hours per week.

#### **ELIGIBILITY WAITING PERIOD**

Persons in an eligible class on or before the Policy effective date: A continuous period of 30 days of Active Employment.

Persons entering an eligible class after the Policy effective date: A continuous period of 30 days of Active Employment.

### WAIVER OF ELIGIBILITY WAITING PERIOD

If you have been continuously employed by the Employer for a period of time equal to or greater than your Eligibility Waiting Period, we will waive your Eligibility Waiting Period when you enter an eligible class.

#### REHIRE

If your employment with the Employer ends and you are rehired within 90 days, your previous Active Employment while in an eligible class will apply toward the Eligibility Waiting Period. All other Policy provisions apply.

#### **CREDIT FOR PRIOR SERVICE**

We will apply any prior period of work with the Employer toward the Eligibility Waiting Period to determine your eligibility date.

### WHO PAYS FOR THE COVERAGE

You pay the cost of your coverage.

### ACCIDENT BENEFITS

#### ACCIDENT HOSPITAL CARE

Surgery - open abdominal, thoracic	\$1,200
Surgery - exploratory or without repair	\$175
Blood, Plasma, Platelets	\$600
Hospital Admission	\$1,250
Hospital Confinement	\$375
Critical Care Unit (CCU) Confinement	\$600
Rehabilitation Facility Confinement	\$200
Coma	\$17,000

Transportation	\$750
Lodging	\$180
Family Care	\$25

## ACCIDENT CARE

Initial Doctor Visit	\$90
Urgent Care Facility Treatment	\$225
Emergency Room Treatment	\$225
Ambulance	
Ground Air	\$360 \$1,500
Follow-Up Doctor Treatment	\$90
Chiropractic Treatment	\$45
Medical Equipment	\$120
Physical or Occupational Therapy	\$45
Speech Therapy	\$45
Prosthetic Device - one	\$750
Prosthetic Device - 2 or more	\$1,200
Major Diagnostic exams	
CT (computerized tomography) or CAT scan (computerized axial tomography)	\$240
MRI (magnetic resonance imaging)	\$240
EEG (electroencephalogram)	\$240
PET (positron emission tomography) scan	\$240
Outpatient Surgery	\$225
X-ray	\$45
COMMON INJURIES	
Burns	
2 <sup>nd</sup> degree - at least 36% of the body 3 <sup>rd</sup> degree - at least 9 but less than	\$1,250
35 square inches of the body 3 <sup>rd</sup> degree - 35 or more square inches	\$7,500
of the body	\$15,000
Skin Grafts	25% of Burn Benefit

Benefit

Emergency Dental Work			
Crown Extraction	\$350 \$90		
Eye Injury			
Surgery Removal of foreign object	\$350 \$100		
Torn Knee Cartilage			
Surgery with no repair or if cartilage is shaved Surgical repair	\$225 \$800		
Laceration (total of all lacerations)			
treated, no sutures sutures, up to 2 inches sutures, 2 to 6 inches sutures, over 6 inches	\$30 \$60 \$240 \$480		
Ruptured Disk - surgical repair	\$800		
Tendon/Ligament/Rotator Cuff One, surgical repair	\$825		
2 or more, surgical repair	\$1,225		
Exploratory Arthroscopic Surgery with no repair	\$425		
Concussion	\$225		
Paralysis			
Quadriplegia Paraplegia	\$24,000 \$16,000		
Dislocations (closed & open reduction)	Closed Reduction /Open Reduction		
Hip Joint	\$3,200/\$6,400		
Knee	\$2,000/\$4,000		
Ankle or Foot Bone(s) other than toes	\$1,200/\$2,400		
Shoulder	\$1,500/\$3,000		
Elbow	\$900/\$1,800		
Wrist	\$900/\$1,800		
Finger/Toe	\$250/\$500		
Hand Bone(s) other than fingers	\$900/\$1,800		
Lower Jaw	\$900/\$1,800		
Collarbone	\$900/\$1,800		
Partial Dislocations	25% of Closed Reduction Amount		

Fractures (closed & open reduction)

I	Hip	<b>Open Reduction</b> \$2,500/\$5,000
	Leg	\$1,800/\$3,600
	Ankle	\$1,500/\$3,000
	Kneecap	\$1,500/\$3,000
	Foot (excluding toes, heel)	\$1,500/\$3,000
	Upper Arm	\$1,750/\$3,500
	Forearm, Hand, Wrist (except fingers)	\$1,500/\$3,000
	Finger, Toe	\$200/\$400
	Vertebral Body	\$2,800/\$5,600
	Vertebral Processes	\$1,200/\$2,400
	Pelvis (except Coccyx)	\$2,750/\$5,500
	Соссух	\$300/\$600
	Bones of Face (except nose)	\$1,000/\$2,000
	Nose	\$500/\$1,000
	Upper Jaw	\$1,250/\$2,500
	Lower Jaw	\$1,200/\$2,400
	Collarbone	\$1,200/\$2,400
	Rib or Ribs	\$350/\$700
	Skull - simple (except bones of face)	\$1,250/\$2,500
	Skull - depressed (except bones of face)	\$2,500/\$5,000
	Sternum	\$300/\$600
	Shoulder Blade	\$1,500/\$3,000
	Chip Fractures	25% of Closed Reduction Amount

**Closed Reduction/** 

### ADDITIONAL BENEFIT(S)

Health System Benefit

An additional 25% of the Accident Hospital Care, Accident Care, or Common Injuries benefit amount listed above, up to a maximum benefit of \$1,000.

## DEFINITIONS

#### Accident or Accidental means an unforeseen event that results in a bodily Injury.

Active Employment means you are working for the Employer for earnings that are paid regularly and you are performing the material and substantial duties of your regular occupation. You must be working at least the minimum number of hours as described under the MINIMUM HOURS REQUIREMENT shown in the SCHEDULE OF BENEFITS.

Your work site must be one of the following:

- The Employer's usual place of business;
- An alternative work site at the direction of the Employer, including your home; or
- A location to which your job requires you to travel.

Normal vacation is considered Active Employment. Temporary and seasonal workers are excluded from coverage.

**Certificate** means the document that explains the parts of the Policy which apply to eligible Insured Persons. It may include riders, endorsements or amendments.

**Chip Fracture** means a Fracture in which a piece of the bone is broken off near a joint at a place where a ligament is usually attached.

**Chiropractor** means a person other than you or any family member, who is licensed to diagnose and treat neuromuscular disorders, with an emphasis on treatment through manual adjustment and/or manipulation of the spine, in the state in which treatment is received and providing treatment or advice in accordance with the license.

Coma means a state of unconsciousness for 14 consecutive days due to a Covered Accident with:

- no reaction to external stimuli,
- no reaction to internal needs, and
- the use of life support systems.

**Confined** or **Confinement** means that on the advice of a Doctor, your assignment to a bed as a resident inpatient in a Hospital or Rehabilitation Facility. There must be a charge for room and board, other than in any government, military or veterans' facility for which there is no charge for room and board.

### Covered Accident means an Accident that:

- occurs on or after your coverage effective date and the effective date of any riders,
- occurs while your coverage is in force, and
- is not excluded by name or specific description in the Policy.

**Critical Care Unit** means a specifically designated part of a Hospital commonly referred to as an intensive care unit which meets all of the following requirements:

- It provides the highest level of medical care and is restricted to patients who are critically ill or injured and who require intensive comprehensive observation and care.
- It is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient confinement.
- It is permanently equipped with special lifesaving equipment for the care of the critically ill or injured.
- It is under constant and continuous observation by a specially trained nursing staff assigned exclusively to the intensive care unit on a 24 hour basis.
- It is assigned a Doctor on a full-time basis.

Critical Care Unit does not include a sub-acute intensive care unit that provides a level of medical care below intensive care, but above a regular private or semi-private room or ward such as a step-down unit.

**Dislocation** means a separated joint.

- **Open Reduction** of Dislocation = surgical reduction of a completely separated joint.
- **Closed Reduction** of Dislocation = non-surgical reduction of a completely separated joint.
- **Incomplete** Dislocation = the joint is not completely separated.

**Doctor** means a person other than you or any family member, who is licensed to practice medicine in the state in which treatment is received and providing treatment or advice in accordance with the license. State law may require consideration of professional services of a practitioner other than a medical doctor. If so, then this definition includes persons recognized as qualified to treat the condition for which claim is made by the state in which treatment is received.

**Eligibility Waiting Period** means the continuous period of time (shown in the SCHEDULE OF BENEFITS) that you must be in Active Employment in an eligible class before you are eligible for coverage under the Policy.

**Emergency Room** means a specified area within a Hospital, or a standalone facility licensed as an emergency room with the state, that is designated for emergency care.

**Employee** means a person who is a citizen or legal resident of the United States in Active Employment with the Employer in the United States.

**Employer** means the Policyholder and includes any division, subsidiary or affiliated company named in the Policy.

**Eyelid** means the moveable fold of skin and muscle that covers the eye.

**Fracture** means a broken bone that can be seen by x-ray.

- Open Reduction of Fracture = surgical.
- **Closed Reduction** of Fracture = non-surgical.

**Hospital** means an institution that is run for the care and treatment of sick or injured persons as inpatients and which, on its premises or in facilities available to the Hospital on a pre-arranged basis, fully meets each of the following requirements:

- It is operated in accordance with the laws pertaining to hospitals in the jurisdiction in which it is located.
- It provides 24 hours a day service by or under the supervision of registered graduate nurses (RNs).

For purposes of the Policy, "hospital" does not include an institution or any part of an institution used as: a hospice unit, including any bed designated as a hospice or a swing bed; a convalescent home; a rest or nursing facility; a freestanding surgical center; a rehabilitative facility; an extended-care facility; a skilled nursing facility; or a facility primarily affording custodial, educational care, or care or treatment for persons suffering from mental diseases or disorders, or care for the aged, or drug or alcohol addiction.

**Injury** means a bodily Injury that is the direct result of a Covered Accident and not related to any other cause. Injuries must be independent of Sickness, disease, bodily infirmity and other causes.

**Insured Person** means an Employee who is eligible for coverage under the Policy, becomes covered according to the terms of the Policy, and whose coverage remains in effect according to the terms of the Policy.

**Occupational Therapist** means a person other than you or any family member, who is a licensed health care professional in the state in which treatment is received and providing treatment or advice in accordance with the license. An occupational therapist provides services designed to restore self-care, work, and leisure skills to patients/clients who have specific performance incapacities or deficits that reduce their abilities to cope with the tasks of everyday living. An occupational therapist evaluates and treats problems arising from developmental deficits, physical illness or injury, emotional disorders, the aging process, and psychological or social disability.

**Outpatient Surgery** means surgical services received at a Hospital or free-standing facility such as a surgical center licensed by the state to render Outpatient Surgery. The surgical service must be performed by a board certified surgical specialist with anesthesia rendered by a separate provider.

**Paralysis** means spinal cord Injuries sustained in a Covered Accident that result in the loss of use of two or more arms and legs.

- **Paraplegia** = the complete and irreversible Paralysis of both legs.
- **Quadriplegia** = the complete and irreversible Paralysis of both arms and both legs.

**Physical Therapist** means a person other than you or any family member, who:

- is licensed by the state to practice physical therapy
- performs services within the scope of his/her license, and
- practices according to the Code of Ethics of the American Physical Therapy Association.

**Policy** means the written group insurance contract between us and the Policyholder.

**Policyholder** means the Employer to whom the Policy is issued and who sponsors the coverage for its Employees.

**Rehabilitation Facility** means a free-standing facility providing coordinated multidisciplinary physical restorative services to inpatients under the direction of a Doctor knowledgeable and experienced in rehabilitative medicine. A Rehabilitation Facility must meet all the following requirements:

- It is licensed and operated pursuant to law.
- It provides treatment and care for ill and injured persons on an inpatient basis.
- It provides 24 hours a day service by or under the supervision of registered graduate nurses (RNs).

For purposes of the Policy, "rehabilitation facility" does not include an institution or any part used as: a hospice unit, including any bed designated as a hospice or a swing bed; a convalescent home; a rest or nursing facility; or a facility primarily affording custodial, educational care, or care or treatment for persons suffering from mental diseases or disorders, or care for the aged, or drug or alcohol addiction.

Rehabilitation Facility includes a unit of a Hospital with beds set up and staffed and specifically designated for rehabilitative medicine.

**Sickness** means illness, infection, disease or any other abnormal physical condition that is not due to an Injury. Sickness includes pregnancy, infection and any other abnormal physical condition that is not caused by an Accident.

**Speech Therapist** means a person other than you or any family member, who is a licensed health care professional in the state in which treatment is received and providing treatment or advice in accordance with the license. The Speech Therapist is trained to evaluate and treat voice, speech, language, or swallowing disorders-eg, hearing impairment, that affect speech (oral-motor-work) and communication.

**Urgent Care Facility** means a specified area within a Hospital, or a standalone facility, licensed as an urgent care center with the state, that provides outpatient immediate and semi-urgent healthcare of non-life threatening injuries or illnesses. Urgent Care Facility does not include an Emergency Room as defined.

## **GENERAL PROVISIONS**

### ELIGIBILITY

If you are working for the Employer in an eligible class (shown on the SCHEDULE OF BENEFITS), the date you are eligible for coverage is the later of the following:

- The Policy effective date.
- The day after you complete your Eligibility Waiting Period.

## **EFFECTIVE DATE OF COVERAGE**

You will be covered at 12:01 a.m. standard time at the Policyholder's address on the latest of the following:

- The date you are eligible for coverage, if you apply for coverage on or before that date.
- The date you apply for coverage.
- The date you return to Active Employment, if you are not in Active Employment when your coverage would
  otherwise become effective. Exception: Coverage starts on a non-working day if you were in Active Employment
  on your last scheduled working day before the non-working day. Non-working days include time off for the
  following: vacations, personal holidays, weekends and holidays, approved nonmedical leave of absence and paid
  time off for nonmedical-related absences.

## **TERMINATION OF COVERAGE**

Your coverage under the Policy ends on the earliest of the following dates:

- The date the Policy terminates.
- The date you are no longer in an eligible class.
- The date your eligible class is no longer covered.
- The date you voluntarily cancel your coverage.
- The end of the period for which you paid premiums, if you stop making a required premium contribution, subject to the grace period.
- The end of the Policyholder's grace period, if the Policyholder does not remit premium to us by the end of such period.
- The last day you are in Active Employment.

We will provide coverage for a payable claim that occurs while you are covered under the Policy.

## POLICY TERMINATION

The Policy can be terminated either by us or by the Policyholder.

We may terminate the Policy for any of the following reasons:

- There is less than 15% participation of those eligible persons who pay all or part of their premium for the Policy.
- The Policyholder does not promptly provide us with information that is reasonably required.
- Fewer than 25 persons are insured under the Policy.
- The premium is not paid in accordance with the provisions of the Policy.
- We determine that there is a significant change in the size, occupation or age of the eligible class(es) as a result of a corporate transaction such as a merger, divestiture, acquisition, sale or reorganization of the Policyholder and/or its persons.
- We stop providing the type of coverage under this Policy to all groups in the Policy issue state.

We reserve the right to review and terminate all class(es) covered under the Policy if any class(es) cease(s) to be covered.

If the Policyholder fails to pay the full premium due by the end of the grace period, the Policy will terminate according to the GRACE PERIOD provision.

If we terminate the Policy for reasons other than the Policyholder's failure to pay premiums, written notice will be mailed to the Policyholder at least 60 days prior to the termination date.

The Policyholder may terminate the Policy by written notice delivered to us at our home office prior to the termination date. When both the Policyholder and we agree, the Policy can be terminated on an earlier date.

If the Policyholder or we terminate the Policy, coverage will end at 12:00 midnight standard time at the Policyholder's address on the termination date.

If the Policy is terminated, the termination will not affect a payable claim.

## PORTABILITY

Portability means you have the option to continue your coverage after it would otherwise terminate, if certain conditions are met. You must elect portability before you reach age 70.

To continue your coverage, you must apply for portability and pay the first premium within 31 days of the date your coverage would otherwise terminate due to any of the following:

- You retire or terminate employment with the Employer, if coverage remains in effect under the Policy for other Insured Persons.
- The Policyholder terminates coverage under the Policy for all Insured Persons, and does not replace it with a similar insurance plan.
- You are no longer eligible for coverage under the Policy.

Ported coverage is subject to all the terms of the Policy and this Certificate.

Premiums will be billed directly to you. Continued premium payment is required to keep coverage in force. The initial premium will be based on the portability premium rates in effect at the time you apply for portability. We may change the portability premium rates at any time upon 60 days written notice to you.

Coverage continued under this provision will end on the earliest of the following:

- The end of the period for which you paid premiums, if you stop making a required premium contribution, subject to the grace period.
- The date you die.
- The date the Policy terminates and coverage for all Insured Persons under the Policy terminates, upon 60 days written notice of termination.

## **GRACE PERIOD**

The Policyholder has a grace period of 60 days for the payment of any premium due except the first premium payment. During the grace period the Policy will remain in force. If full payment is not received by us by the end of the grace period, the Policy will automatically terminate at the end of the grace period. There is no grace period if the Policyholder gives us advance written notice of termination, or if we have given the Policyholder advance written notice of termination provision.

If you are on portability, you also have a grace period of 31 days for the payment of any premium due. During the grace period your coverage will remain in force. If full payment is not received by us by the end of the grace period, your coverage will automatically terminate at the end of the grace period.

### TIME LIMIT ON CERTAIN DEFENSES

After three years from the Policy's effective date, no misstatements, except fraudulent misstatements, made by the Policyholder in the application for such Policy shall be used to void the Policy. After three years from your coverage effective date under the Policy, no misstatements, except fraudulent misstatements, made by you in an application for coverage shall be used to deny a claim for loss incurred or disability (as defined in the Policy) commencing after the expiration of such three year period.

No claim for loss incurred or disability (as defined in the Policy) commencing after three years from your coverage effective date shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss had existed prior to your coverage effective date.

## **CLERICAL ERROR**

Clerical error or omission by us or by the Policyholder will not:

- Prevent you from receiving coverage, if you are entitled to coverage under the terms of the Policy.
- Cause coverage to begin or continue for you when the coverage would not otherwise be effective.

If the Policyholder gives us information about you that is incorrect, we will do both of the following:

- Use the facts to decide whether you are eligible for coverage under the Policy and in what amounts.
- Make a fair adjustment of the premium.

#### ASSIGNMENT

No assignment of benefits under the Policy is valid, unless otherwise specified in the Policy.

#### AGENCY

For purposes of the Policy, the Policyholder acts on its own behalf or as your agent. Under no circumstances will the Policyholder be deemed our agent.

#### **CONFORMITY WITH STATE STATUTES**

Any provision of the Policy which, on the Policy effective date and each subsequent Policy anniversary date, conflicts with any law that applies in the jurisdiction where the Policy is issued, is automatically amended to conform to the minimum requirements of such law.

#### CHANGES TO POLICY OR CERTIFICATE

No agent, representative or employee of ours or of any other entity may change or waive the terms of the Policy, or of any Certificate or rider issued under it, except in a writing signed by one of our executive officers and endorsed or attached to the Policy.

If there is a conflict between the terms of this Certificate or any attached rider and the Policy, the Policy controls.

## **ACCIDENT BENEFITS**

## ACCIDENT HOSPITAL CARE BENEFITS

We will pay an ACCIDENT HOSPITAL CARE benefit (as shown in the SCHEDULE OF BENEFITS) if you receive any of the services or meet any of the conditions described below as the result of Injuries received in a Covered Accident. The Injury must occur while you are covered under the Policy.

**Blood, Plasma, Platelets:** Transfusion, administration, cross matching, typing and processing of blood, plasma, platelets administered within 90 days after a Covered Accident. This benefit is payable once per Covered Accident.

Coma: You have been in a Coma for at least 14 days. This benefit is payable once per Covered Accident.

**Critical Care Unit Confinement:** Confinement in a Critical Care Unit for at least 20 consecutive hours on an inpatient basis as the result of a Covered Accident. The Confinement must begin within 30 days after a Covered Accident. Benefits are payable daily for up to 15 days for a Covered Accident. Benefits are payable for only one Critical Care Unit Confinement at a time even if the Confinement is caused by more than one Covered Accident. Only one type of Confinement benefit is payable for each period of eligible Confinement.

If you are discharged from the Critical Care Unit and then re-Confined within 30 days due to the same Covered Accident or due to a related condition, the re-Confinement will be considered part of the previous Critical Care Unit Confinement(s).

**Family Care:** You are Confined in a Hospital or a Rehabilitation Facility as the result of a Covered Accident, and you have a child or children attending a child care center during that Confinement. Benefits are payable daily for up to a total of 45 days of child care center attendance during and immediately following your Confinement. This benefit is payable once per child per Covered Accident.

Child or children for this benefit means your unmarried natural or adopted child or stepchild from birth to 26 years of age.

It includes your child age 26 or older who remains dependent on you for support and maintenance because that child is incapable of self-sustaining employment due to physical or intellectual disability. Written proof of the child's incapacity must be furnished along with any proof of claim.

Child care center means any facility or private care that:

- is licensed as such by the state;
- provides non-medical care and supervision for children; and
- is not operated by you or a member of your immediate family.

**Hospital Admission:** Admission to a Hospital as a result of a Covered Accident. The admission must begin within 6 months after a Covered Accident. This benefit is payable once per Covered Accident. No benefit is payable for any of the following:

- Emergency Room treatment.
- Outpatient Surgery.
- A stay of less than 20 hours in an observation unit.

**Hospital Confinement:** Confinement in a Hospital for at least 20 consecutive hours on an inpatient basis as the result of a Covered Accident. The Hospital Confinement must begin within 6 months after a Covered Accident. Benefits are payable daily for up to 365 days for a Covered Accident. Benefits are payable for only one Hospital Confinement at a time even if the Confinement is caused by more than one Covered Accident. Only one type of Confinement benefit is payable for each period of eligible Confinement.

If you are discharged from the Hospital and then re-Confined within 30 days due to the same Covered Accident or due to a related condition, the re-Confinement will be considered part of the previous Hospital Confinement(s).

**Lodging:** Hotel/motel stay by your companion while you are Confined in a Hospital or a Rehabilitation Facility. The Hospital/Facility must be more than 100 miles from your home. The companion must be 18 years of age or older. This benefit is payable for up to 30 days per Covered Accident.

**Rehabilitation Facility Confinement:** Confinement in a Rehabilitation Facility for 20 consecutive hours on an inpatient basis as the result of a Covered Accident. Benefits are payable daily for each subsequent and continuous day (or portion thereof) of inpatient Rehabilitation Facility Confinement, for up to 90 days per Covered Accident. Benefits are payable for only one Rehabilitation Facility Confinement at a time even if the Confinement is caused by more than one Covered Accident. Only one type of Confinement benefit is payable for each period of eligible Confinement.

If you are released and readmitted to a Rehabilitation Facility within 30 days due to the same Covered Accident or due to a related condition, the re-Confinement will be considered part of the previous Rehabilitation Facility Confinement(s).

**Surgery:** The surgery must take place within 30 days after a Covered Accident. The benefit amount varies based on the type of services received (refer to the SCHEDULE OF BENEFITS). This benefit is payable once per Covered Accident. If your surgery meets more than one of the surgery classifications, the higher amount will be payable. No benefit is payable for hernia repair.

**Transportation:** Transportation for you for special treatment and Confinement in a Hospital or a Rehabilitation Facility. The special treatment must be prescribed by a Doctor and not available locally. The transportation must be more than 100 miles one way. This benefit is payable up to 3 trips per Covered Accident. No benefit is payable for transportation by ground ambulance or air ambulance.

#### ACCIDENT CARE BENEFITS

We will pay an ACCIDENT CARE benefit (as shown in the SCHEDULE OF BENEFITS) if you receive any of the services or meet any of the conditions described below as the result of Injuries received in a Covered Accident. The Injury must occur while you are covered under the Policy.

**Ambulance, Air:** Transport by a licensed professional air ambulance company to or from a Hospital or between medical facilities, for treatment of Injuries received as the result of a Covered Accident. The transport must be within 48 hours after the Covered Accident. This benefit is payable once per Covered Accident.

**Ambulance, Ground:** Transport by a licensed professional ambulance company to or from a Hospital or between medical facilities, for treatment of Injuries received as the result of a Covered Accident. The transport must be within 90 days after the Covered Accident. This benefit is payable once per Covered Accident.

**Chiropractic Treatment:** Treatment must be received by a Chiropractor in a Chiropractor's office. The treatment must begin within 90 days after a Covered Accident and be completed within 12 months after the Covered Accident. This benefit is payable up to 6 times per Covered Accident.

**Emergency Room Treatment:** Examination and treatment by a Doctor in an Emergency Room within 7 days after a Covered Accident. This benefit is payable once per Covered Accident. **Exception:** If you are also eligible for an Initial Doctor Visit benefit, the Initial Doctor Visit benefit amount will be subtracted from the Emergency Room treatment benefit. If you are also eligible for an Urgent Care Facility treatment benefit, the Urgent Care Facility treatment benefit amount will be subtracted from the Emergence Facility treatment benefit.

**Follow-Up Doctor Treatment:** Follow-up treatment by a Doctor must begin within 180 days after a Covered Accident and be completed within 12 months after the Covered Accident. This benefit is only available if you are eligible for the Initial Doctor Visit benefit or the Emergency Room treatment benefit or the Urgent Care Facility treatment benefit. This benefit is payable up to 6 times per Covered Accident.

**Initial Doctor Visit:** Examination and treatment by a Doctor within 14 days after a Covered Accident. This benefit is payable once per Covered Accident. **Exception:** If you are also eligible for an Emergency Room treatment benefit, the Initial Doctor Visit benefit will be subtracted from the Emergency Room treatment benefit. If you are also eligible for

an Urgent Care Facility treatment benefit, the Initial Doctor Visit benefit will be subtracted from the Urgent Care Facility treatment benefit.

**Major Diagnostic Exams:** A major diagnostic exam must be prescribed by a Doctor and must occur within 6 months after the Covered Accident. This benefit is payable once per Covered Accident.

**Medical Equipment:** The medical equipment must be prescribed by a Doctor and use must begin within 6 months after the Covered Accident. This benefit is payable once per Covered Accident. The types of eligible equipment are:

- Crutches.
- Wheelchair.
- Back Brace.
- Leg Brace.
- Walker.

**Outpatient Surgery:** Miscellaneous surgery that is not covered by any other specific sum Injury benefit. The surgery must take place within 6 months after a Covered Accident. Only one surgery benefit is payable per 24-hour period even though more than one surgical procedure may be performed. Only one surgery benefit is payable per Covered Accident. No benefit is payable for hernia repair.

**Physical or Occupational Therapy:** Therapy must be prescribed by a Doctor and provided by a Physical Therapist or by an Occupational Therapist in an office or Hospital or a Rehabilitation Facility on an inpatient or outpatient basis. The therapy must begin within 180 days after a Covered Accident and be completed within 12 months after the Covered Accident. This benefit is payable up to 6 times per Covered Accident.

**Prosthetic Device:** You receive a prosthetic device prescribed by a Doctor for use following the loss of use of a hand, a foot or the sight of an eye. The prosthetic device must be received within one year of a Covered Accident. The benefit amount varies based on the number of prosthetic devices received (refer to the SCHEDULE OF BENEFITS). This benefit is payable once per Covered Accident. Prosthetic devices do <u>not</u> include any of the following:

- Hearing aids.
- Dental aids including false teeth.
- Eye-glasses.
- Artificial joints.
- Cosmetic prostheses such as hair wigs.

**Speech Therapy:** Therapy for the treatment of speech and communication disorders. The approach used varies depending on the disorder. It may include physical exercises to strengthen the muscles used in speech (oral-motor work), speech drills to improve clarity, or sound production practice to improve articulation.

Speech therapy must be prescribed by a Doctor and provided by a Speech Therapist in an office or Hospital or a Rehabilitation Facility on an inpatient or outpatient basis. The therapy must begin within 180 days after a Covered Accident and be completed within 12 months after the Covered Accident. This benefit is payable up to 6 times per Covered Accident.

**Urgent Care Facility Treatment:** Examination and treatment by a Doctor in an Urgent Care Facility within 7 days after a Covered Accident. This benefit is payable once per Covered Accident. **Exception:** If you are also eligible for an Initial Doctor Visit benefit, the Initial Doctor Visit benefit amount will be subtracted from the Urgent Care Facility treatment benefit. If you are also eligible for an Emergency Room treatment benefit, the Urgent Care Facility treatment benefit will be subtracted from the Emergency Room treatment benefit.

**X-ray:** An x-ray must be prescribed by a Doctor. This benefit is payable within 90 days of a Covered Accident and is payable once per Covered Accident.

## **COMMON INJURIES BENEFITS**

We will pay a COMMON INJURIES benefit (as shown on the SCHEDULE OF BENEFITS) if you receive any of the services or meet any of the conditions described below as the result of Injuries received in a Covered Accident. The Injury must occur while you are covered under the Policy.

**Burns:** The burn must be treated by a Doctor within 72 hours after a Covered Accident. The benefit amount varies based on the burn classification (refer to the SCHEDULE OF BENEFITS). If your burn meets more than one of the burn classifications, the higher amount will be payable. This benefit is payable once per Covered Accident.

**Concussion:** The concussion must be diagnosed by a Doctor within 72 hours after a Covered Accident. The diagnosis must be confirmed by the use of some type of medical imaging procedure; i.e. x-ray, CT scan or MRI.

**Dislocations:** The Dislocation must be diagnosed by a Doctor within 90 days after a Covered Accident. The Dislocation must require Open or Closed Reduction by a Doctor. The benefit amount will vary based on the type of services received.

- If the reduction is done without anesthesia, the benefit will be reduced to 25% of what would have been paid for a Closed Reduction of the same joint.
- If the Dislocation is incomplete, the benefit will be reduced to 25% of what would have been paid for a Closed Reduction of the same joint.

If you receive more than one Dislocation in the same Covered Accident, a benefit is payable for all Dislocations. However, the benefit will be no more than two times the benefit amount for the joint involved which pays the highest benefit amount.

If you receive a Dislocation and a Fracture in the same Covered Accident, a benefit is payable for both. However, the benefit will be no more than two times the amount for the bone or joint involved which pays the highest benefit amount.

If you receive a Dislocation or a Fracture and you tear, rupture or sever a tendon/ligament/rotator cuff in the same Covered Accident, only one benefit is payable. The benefit payable will be the largest of either the Dislocation, the Fracture or the tendon/ligament/rotator cuff benefit.

This benefit is payable once per Covered Accident. **Exception:** Subsequent Dislocations of the same joint in a different Covered Accident are not covered.

**Emergency Dental Work:** Natural teeth must be damaged due to a Covered Accident and either extracted or repaired by the placement of a crown. The benefit amount varies based on the type of services received (refer to the SCHEDULE OF BENEFITS). This benefit is payable once per Covered Accident regardless of the number of teeth involved.

**Eye Injury:** The eye Injury must be treated by a Doctor within 90 days after a Covered Accident. The Injury must require surgery or the removal of a foreign object by a Doctor. The benefit amount varies based on the type of services received (refer to the SCHEDULE OF BENEFITS). This benefit is payable once per Covered Accident. No benefit is payable for examination with anesthesia or for an Injury to the Eyelid.

**Fractures:** The Fracture must be diagnosed by a Doctor within 90 days after a Covered Accident. The Fracture must require Open or Closed Reduction by a Doctor. If the Doctor diagnoses the Fracture as a Chip Fracture, the benefit will be reduced to a percentage of what would have been paid for a Closed Reduction of the same bone. The benefit amount varies based on the type of services received (refer to the SCHEDULE OF BENEFITS).

If you receive more than one Fracture in a Covered Accident, a benefit is payable for all Fractures. However, the benefit will be no more than two times the benefit amount listed for the bone which pays the highest benefit amount.

If you receive a Fracture and a Dislocation in the same Covered Accident, a benefit is payable for both. However, the benefit will be no more than two times the amount for the bone or joint involved which pays the highest benefit amount.

If you receive a Fracture or a Dislocation and you tear, rupture or sever a tendon/ligament/rotator cuff in the same Covered Accident, only one benefit is payable. The benefit payable will be the largest of either the Fracture, the Dislocation or the tendon/ligament/rotator cuff benefit.

**Laceration:** A laceration is a cut. The laceration must be treated by a Doctor within 72 hours after a Covered Accident. The benefit amount will be based on the total length of all lacerations requiring repair that are received in any one Covered Accident. If the laceration is severe enough to require stitches but the Doctor chooses to repair it another way, the benefit will be determined as if the laceration was stitched. This benefit is payable once per Covered Accident.

**Paralysis:** Paralysis must be confirmed by a Doctor and based on documented evidence of the Injury that caused the Paralysis. The duration of the Paralysis must be at least 30 days and expected to be permanent. The benefit amount varies based on the degree of Paralysis (refer to the SCHEDULE OF BENEFITS). This benefit is payable once per Covered Accident.

**Ruptured Disk:** You must receive surgical repair of a ruptured disk. The ruptured disk must be treated by a Doctor within 90 days after a Covered Accident. Surgical Repair by a Doctor is required within one year after the Covered Accident. This benefit is payable once per Covered Accident.

**Skin Graft:** The skin graft is for a burn for which a benefit was paid under the burn benefit in this section. This benefit is payable once per Covered Accident.

**Tendon/Ligament/Rotator Cuff:** The tendon, ligament or rotator cuff must be torn, ruptured or severed and repaired through surgery within 90 days after a Covered Accident. The benefit amount varies based on the number of repairs required and the services received (refer to the SCHEDULE OF BENEFITS). This benefit is payable once per Covered Accident.

If you receive a Dislocation or a Fracture and you tear, rupture or sever a tendon/ligament/rotator cuff in the same Covered Accident, only one benefit is payable. The benefit payable will be the largest of either the Dislocation, the Fracture or the tendon/ligament/rotator cuff benefit.

**Torn Knee Cartilage:** You must receive surgical repair of torn knee cartilage. The Injury must be treated by a Doctor within 60 days after a Covered Accident. Surgical repair of the tear must occur within 6 months after the Covered Accident. The benefit amount varies based on the type of service received (refer to the SCHEDULE OF BENEFITS). This benefit is payable once per Covered Accident.

### ADDITIONAL BENEFIT(S)

**Health System Benefit:** An additional percentage of the Accident Hospital Care, Accident Care or Common Injuries benefit amount is payable, if the services for such Covered Accident are provided by a facility (such as a Hospital or clinic) that is owned, operated or maintained by the Policyholder.

This benefit does not apply to any additional benefits provided under a separate rider.

## **EXCLUSIONS**

Benefits are not payable for any loss caused in whole or directly by any of the following:

- Commission of or attempt to commit a felony, or engaging in an illegal occupation.
- An Accident while you are operating a motorized vehicle while intoxicated. Intoxication means your blood alcohol
  content meets or exceeds the legal presumption of intoxication under the laws of the state where the Accident
  occurred.
- Suicide, attempted suicide or any intentionally self-inflicted Injury.
- War or any act of war, whether declared or undeclared (excluding acts of terrorism).
- Loss sustained while on active duty as a member of the armed forces of any nation. We will refund, upon written notice of such service, any premium which has been accepted for any period not covered as a result of this exclusion.
- Alcoholism, drug abuse, or misuse of alcohol or taking of drugs, other than under the direction of a Doctor.
- Riding in or driving any motor-driven vehicle in a race, stunt show or speed test.
- Operating, or training to operate, or service as a crew member of, or jumping, parachuting or falling from, any aircraft or hot air balloon, including those which are not motor-driven. Flying as a fare-paying passenger is not excluded.
- Engaging in hang-gliding, bungee jumping, parachuting, sailgliding, parasailing, parakiting, kitesurfing or any similar activities.
- Practicing for, or participating in, any semi-professional or professional competitive athletic contests for which any type of compensation or remuneration is received.
- Any Sickness or declining process caused by a Sickness.

## CLAIMS

### NOTICE OF CLAIM

Written notice of your claim should be given to us within 30 days after the date of loss. The notice may be given to us at our home office (see page 1 of the Certificate for the address) or to our authorized agent or administrator. Failure to give notice within this timeframe will not invalidate or reduce any payable claim if it can be shown that it was not reasonably possible to give such notice within that time and the notice was given as soon as reasonably possible.

### CLAIM FORM

The claim form is available from the Employer or you can request a claim form from us. The claim form(s) may require completion by you and the Employer and your attending Doctor. The completed form(s) and any attachments indicated on the form(s) as required should be sent directly to us at the address indicated on the form.

If you do not receive the form from us within 15 days of your request, you may send us written proof of loss without waiting for the form. If such written proof of loss covers the occurrence, character and extent of the loss within the time period below for proof of loss, you will be deemed to have complied with the requirements for providing proof of loss.

## **PROOF OF LOSS**

You must send us written proof of loss within 90 days after the date of loss. Failure to give such proof within this timeframe will not invalidate or reduce any payable claim if it can be shown that it was not reasonably possible to give such proof within that time, and the proof was given as soon as reasonably possible. However, in any event, you must provide proof of loss no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

### PHYSICAL EXAMINATION

We may require you to be examined by one or more Doctors or other medical practitioners of our choice. We will pay for this examination. We can require an examination as often as it is reasonable to do so while your claim is pending. We may also require you to be interviewed by our authorized representative. Failure to comply with this request may result in denial or termination of benefits.

## **BENEFIT PAYMENTS**

Benefits are payable to you unless otherwise specified. Once a claim has been approved, we will make payment immediately upon receipt of due written proof of loss. Any accrued benefits that are payable at your death will be paid to the first survivor(s) who is/are living on the date of your death, in the following order:

- 1. Your spouse.
- 2. Your natural and adopted children, in equal shares.
- 3. Your grandchildren, in equal shares.
- 4. Your parents, in equal shares.
- 5. Your siblings, in equal shares.
- 6. Your estate.

If a survivor entitled to receive a payment dies before receiving it, we will make payment to that person's estate.

If a survivor entitled to receive a payment has a special needs trust established, we will make payment to that person's trust instead of to the person directly.

"Spouse" in this provision means your lawful spouse.

Any payment we make in good faith will discharge our liability as to the extent of such payment. We will pay the benefits in one sum or in a method comparable to one sum.

## LEGAL ACTION

You can start legal action regarding a claim no earlier than 60 days after written proof of loss has been given to us, and no later than three years from the time proof of loss is required, unless otherwise provided under federal law. Nothing in this provision waives, extends or tolls any applicable statute of limitations governing any claim relating in any way to your coverage.

## **SPOUSE ACCIDENT RIDER**

## **RELIASTAR LIFE INSURANCE COMPANY**

20 Washington Avenue South, Minneapolis, Minnesota 55401

### POLICYHOLDER:

Excela Health

#### **GROUP POLICY NUMBER:**

70638-8CAC2

This rider is made a part of the Accident Insurance Certificate and is subject to all of the provisions, limitations and exclusions of the Policy and Certificate, unless changed by this rider. Unless expressly changed by this rider, the terms used in this rider have the same meaning as in the Certificate.

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## SCHEDULE OF BENEFITS

### WHO PAYS FOR THE COVERAGE

You pay the cost of coverage under this rider.

### **ACCIDENT BENEFITS**

The benefit amounts for your Spouse are the same as the benefit amounts for you as shown in the SCHEDULE OF BENEFITS section of the Certificate, based on your Spouse's Covered Accident.

### DEFINITIONS

General terms defined in the DEFINITIONS section of the Certificate regarding medical conditions and eligibility apply to your Spouse.

**Spouse** means your lawful spouse.

## **GENERAL PROVISIONS**

#### ELIGIBILITY

If you are covered under the Policy, then your Spouse under age 70 is eligible under this rider on the latest of the following:

- The Policy effective date.
- The date this rider is available to the eligible class of Insured Persons to which you belong.
- Your Accident coverage effective date.
- The date of your marriage.

If your Spouse is covered under the Policy as an Employee, then your Spouse is not eligible for coverage under this rider.

RL-ACC3-SPR-19-PA

## EFFECTIVE DATE

Your Spouse will be covered at 12:01 a.m. standard time at the Policyholder's address on the latest of the following:

- The date your Spouse is eligible for coverage, if you apply for Spouse coverage on or before that date.
- The date you apply for Spouse coverage.
- The date you return to Active Employment, if you are not in Active Employment when your Spouse's coverage would otherwise become effective. **Exception:** Coverage starts on a non-working day if you were in Active Employment on your last scheduled working day before the non-working day. Non-working days include time off for the following: vacations, personal holidays, weekends and holidays, approved nonmedical Leave of Absence and paid time off for nonmedical-related absences.

### TERMINATION

This rider terminates on the earliest of the following:

- The date your Certificate terminates.
- The date this rider is terminated for all Insured Persons under the Policy.
- The date you voluntarily cancel this rider.
- The date your Spouse is no longer an eligible Spouse as defined by this rider. See the PORTABILITY FOLLOWING DEATH OR DIVORCE provision below.
- The end of the period for which premiums are paid, if the next required premium contribution is not paid, subject to the grace period.

### PORTABILITY

If you are approved by us to continue your coverage under the Certificate's PORTABILITY provision, then this rider can also be continued during portability.

### PORTABILITY FOLLOWING DEATH OR DIVORCE

If you die or divorce, your Spouse can apply to continue Spouse coverage if certain conditions are met. Your Spouse must have been insured under this rider on the date of your death or divorce, your Spouse must be under age 70 and your Spouse must apply for portability and pay the first premium within 31 days of the date of your death or divorce.

If your Spouse is approved by us for portability, your Spouse will become the owner of the Spouse coverage that was previously provided under this rider. Ported coverage is subject to all the terms of the Policy and Certificate.

Premiums will be billed directly to your Spouse. Continued premium payment is required to keep coverage in force. The initial premium will be based on the portability premium rates in effect at the time your Spouse applies for portability. We may change the portability premium rates at any time upon 60 days written notice to your Spouse.

Coverage continued under this provision will end on the earliest of the following:

- The end of the period for which your Spouse paid premiums, if your Spouse stops making a required premium contribution, subject to the grace period.
- The date your Spouse dies.
- The date the Policy terminates and coverage for all Insured Persons under the Policy terminates, upon 60 days written notice of termination.

## **ACCIDENT BENEFITS**

The benefits for your Spouse are the same as the benefits for you as shown in the ACCIDENT BENEFITS section of the Certificate, based on your Spouse's Covered Accident.

Only one family care benefit is payable per Child if you and your Spouse are simultaneously Confined in a Hospital or a Rehabilitation Facility.

## EXCLUSIONS

Benefits are not payable for any loss caused in whole or directly by any of the following:

- Commission of or attempt to commit a felony or engaging in an illegal occupation.
- An Accident while your Spouse is operating a motorized vehicle while intoxicated. Intoxication means your Spouse's blood alcohol content meets or exceeds the legal presumption of intoxication under the laws of the state where the Accident occurred.
- Suicide, attempted suicide or any intentionally self-inflicted Injury.
- War or any act of war, whether declared or undeclared (excluding acts of terrorism).
- Loss sustained while on active duty as a member of the armed forces of any nation. We will refund, upon written notice of such service, any premium which has been accepted for any period not covered as a result of this exclusion.
- Alcoholism, drug abuse, or misuse of alcohol or taking of drugs, other than under the direction of a Doctor.
- Riding in or driving any motor-driven vehicle in a race, stunt show or speed test.
- Operating, or training to operate, or service as a crew member of, or jumping, parachuting or falling from, any aircraft or hot air balloon, including those which are not motor-driven. Flying as a fare-paying passenger is not excluded.
- Engaging in hang-gliding, bungee jumping, parachuting, sailgliding, parasailing, parakiting, kitesurfing or any similar activities.
- Practicing for, or participating in, any semi-professional or professional competitive athletic contests for which any type of compensation or remuneration is received.
- Any Sickness or declining process caused by a Sickness.

## CLAIMS

### NOTICE OF CLAIM

Written notice of your claim should be given to us within 30 days after the date of loss. The notice may be given to us at our home office (see page 1 of the Certificate for the address) or to our authorized agent or administrator. Failure to give notice within this timeframe will not invalidate or reduce any payable claim if it can be shown that it was not reasonably possible to give such notice within that time and the notice was given as soon as reasonably possible.

### CLAIM FORM

The claim form is available from the Employer or you can request a claim form from us. The claim form(s) may require completion by you and the Employer and your Spouse's attending Doctor. The completed form(s) and any attachments indicated on the form(s) as required should be sent directly to us at the address indicated on the form.

If you do not receive the form from us within 15 days of your request, you may send us written proof of loss without waiting for the form. If such written proof of loss covers the occurrence, character and extent of the loss within the time period below for proof of loss, you will be deemed to have complied with the requirements for providing proof of loss.

### **PROOF OF LOSS**

You must send us written proof of loss within 90 days after the date of loss. Failure to give such proof within this timeframe will not invalidate or reduce any payable claim if it can be shown that it was not reasonably possible to give such proof within that time, and the proof was given as soon as reasonably possible. However, in any event, you must provide proof of loss no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

### PHYSICAL EXAMINATION

We may require your Spouse to be examined by one or more Doctors or other medical practitioners of our choice. We will pay for this examination. We can require an examination as often as it is reasonable to do so while the claim is pending. We may also require your Spouse to be interviewed by our authorized representative. Failure to comply with this request may result in denial or termination of benefits.

## **BENEFIT PAYMENTS**

Benefits under this rider are payable to you. Once a claim has been approved, we will make payment immediately upon receipt of due written proof of loss. Any accrued benefits that are payable at your death will be paid according to the BENEFIT PAYMENTS provision in the Certificate. For PORTABILITY FOLLOWING DEATH OR DIVORCE, benefits are payable to your Spouse, and any accrued benefits that are payable at the time of your Spouse's death will be paid to your Spouse's estate.

Any payment we make in good faith will discharge our liability as to the extent of such payment. We will pay the benefits in one sum or in a method comparable to one sum.

## LEGAL ACTION

You can start legal action regarding a claim no earlier than 60 days after written proof of loss has been given to us, and no later than three years from the time proof of loss is required, unless otherwise provided under federal law. Nothing in this provision waives, extends or tolls any applicable statute of limitations governing any claim relating in any way to your Spouse's coverage.

Executed at our Home Office: 20 Washington Avenue South Minneapolis, MN 55401

William Bainbudge

William Bainbridge President

Umer.

Melissa A. O'Donnell Secretary

## **CHILDREN'S ACCIDENT RIDER**

## **RELIASTAR LIFE INSURANCE COMPANY**

20 Washington Avenue South, Minneapolis, Minnesota 55401

POLICYHOLDER:

Excela Health

**GROUP POLICY NUMBER:** 

70638-8CAC2

This rider is made a part of the Accident Insurance Certificate and is subject to all of the provisions, limitations and exclusions of the Policy and Certificate, unless changed by this rider. Unless expressly changed by this rider, the terms used in this rider have the same meaning as in the Certificate.

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## SCHEDULE OF BENEFITS

## WHO PAYS FOR THE COVERAGE

You pay the cost of coverage under this rider.

## **ACCIDENT BENEFITS**

The benefit amounts for your Children are the same as the benefit amounts for you as shown in the SCHEDULE OF BENEFITS section of the Certificate, based on your Child's Covered Accident.

## DEFINITIONS

General terms defined in the DEFINITIONS section of the Certificate regarding medical conditions and eligibility apply to your Children.

Child or Children means a child from birth but less than 26 years of age who is one of the following:

- Your natural or adopted child (including a child placed for adoption).
- Your stepchild.
- Your foster child or a child or grandchild for whom you are a legal guardian.
- Your grandchild if the child's parent is insured as your Child under this rider.

The child must also meet all of the following conditions:

- Be unmarried.
- Not be on full-time active duty in the armed forces of any country or subdivision thereof.
- Legally reside in the United States or its territories or possessions.
- Not be insured under the Policy as an Employee or Spouse.

This definition includes your Child age 26 or older who is incapable of self-sustaining employment due to physical or intellectual disability. Written proof of the Child's incapacity must be furnished to us at our home office within 31 days after the Child reaches the limiting age. We may require, at reasonable intervals, but not more than once a year after the two year period following attainment of the limiting age, evidence satisfactory to us that the incapacity is continuing. Coverage will continue while the Child remains incapable of self-sustaining employment due to physical or intellectual disability and continues to meet the definition of Child except for the age limit. **Spouse** means your lawful spouse.

## **GENERAL PROVISIONS**

## ELIGIBILITY

If you are covered under the Policy, then your Children are eligible under this rider on the latest of the following:

- The Policy effective date.
- The date this rider is available to the eligible class of Insured Persons to which you belong.
- Your Accident coverage effective date.
- The date you acquire a Child by marriage, birth or adoption.

If your Child is covered under the Policy as an Employee, then your Child is not eligible for coverage under this rider.

If both you and your Spouse are covered under the Policy as an Employee, then only one, but not both, may cover the same Children under this rider. If the parent who is covering the Children stops being insured as an Employee then the other parent may apply for Children's coverage under this rider within 60 days.

## EFFECTIVE DATE

Your Children will be covered at 12:01 a.m. standard time at the Policyholder's address on the latest of the following:

- The date your Children are eligible for coverage, if you apply for Children's coverage on or before that date.
- The date you apply for Children's coverage.
- The date you return to Active Employment, if you are not in Active Employment when your Children's coverage would otherwise become effective. **Exception:** Coverage starts on a non-working day if you were in Active Employment on your last scheduled working day before the non-working day. Non-working days include time off for the following: vacations, personal holidays, weekends and holidays, approved nonmedical Leave of Absence and paid time off for nonmedical-related absences.

If you have coverage under this rider and you acquire a new eligible Child due to birth, marriage or adoption, then the newly eligible Child will be covered automatically from the date of the event. Your Children's coverage will be at one of the levels shown in the SCHEDULE OF BENEFITS.

### TERMINATION

Coverage for each Child ends on the earliest of the following:

- The date this rider terminates.
- The date the Child is no longer an eligible Child as defined by this rider. Eligibility of a Child who is incapable of self-sustaining employment due to physical or intellectual disability ends when there is no longer evidence satisfactory to us that the incapacity is continuing.

This rider terminates on the earliest of the following:

- The date your Certificate terminates.
- The date this rider is terminated for all Insured Persons under the Policy.
- The date you voluntarily cancel this rider.
- The date you no longer have any eligible Children covered under this rider. See the PORTABILITY FOLLOWING DEATH provision below.
- The end of the period for which premiums are paid, if the next required premium contribution is not paid, subject to the grace period.

## PORTABILITY

If you are approved by us to continue your coverage under the Certificate's PORTABILITY provision, then this rider can also be continued during portability.

### PORTABILITY FOLLOWING DEATH

If you die and your Spouse is approved by us for portability under the Spouse Accident Rider, then this rider can be continued under your Spouse's coverage. Following portability of this rider, Children may be covered only if they would have been eligible for coverage under the eligibility rules in force prior to the death of the Employee.

Premiums will be billed directly to your Spouse. Continued premium payment is required to keep coverage in force. The initial premium will be based on the portability premium rates in effect at the time your Spouse applies for portability. We may change the portability premium rates at any time upon 60 days written notice to your Spouse.

Coverage continued under this provision will end on the earliest of the following:

- The end of the period for which your Spouse paid premiums, if your Spouse stops making a required premium contribution, subject to the grace period.
- The date your Spouse dies.
- The date there are no longer any eligible Children covered under this rider.
- The date the Policy terminates and coverage for all Insured Persons under the Policy terminates, upon 60 days written notice of termination.

## **ACCIDENT BENEFITS**

The benefits for your Children are the same as the benefits for you as shown in the ACCIDENT BENEFITS section of the Certificate, based on your Child's Covered Accident. Benefits are payable for each covered Child.

No family care benefit is payable for your Child's Covered Accident.

## EXCLUSIONS

Benefits are not payable for any loss caused in whole or directly by any of the following:

- Commission of or attempt to commit a felony or engaging in an illegal occupation.
- An Accident while your Child is operating a motorized vehicle while intoxicated. Intoxication means your Child's blood alcohol content meets or exceeds the legal presumption of intoxication under the laws of the state where the Accident occurred.
- Suicide, attempted suicide or any intentionally self-inflicted Injury, while sane or insane.
- War or any act of war, whether declared or undeclared (excluding acts of terrorism).
- Loss sustained while on active duty as a member of the armed forces of any nation. We will refund, upon written notice of such service, any premium which has been accepted for any period not covered as a result of this exclusion.
- Alcoholism, drug abuse, or misuse of alcohol or taking of drugs, other than under the direction of a Doctor.
- Riding in or driving any motor-driven vehicle in a race, stunt show or speed test.
- Operating, or training to operate, or service as a crew member of, or jumping, parachuting or falling from, any
  aircraft or hot air balloon, including those which are not motor-driven. Flying as a fare-paying passenger is not
  excluded.
- Engaging in hang-gliding, bungee jumping, parachuting, sailgliding, parasailing, parakiting, kitesurfing or any similar activities.
- Practicing for, or participating in, any semi-professional or professional competitive athletic contests for which any type of compensation or remuneration is received.
- Any Sickness or declining process caused by a Sickness.

## CLAIMS

### NOTICE OF CLAIM

Written notice of your claim should be given to us within 30 days after the date of loss. The notice may be given to us at our home office (see page 1 of the Certificate for the address) or to our authorized agent or administrator. Failure to give notice within this timeframe will not invalidate or reduce any payable claim if it can be shown that it was not reasonably possible to give such notice within that time and the notice was given as soon as reasonably possible.

### CLAIM FORM

The claim form is available from the Employer or you can request a claim form from us. The claim form(s) may require completion by you and the Employer and your Child's attending Doctor. The completed form(s) and any attachments indicated on the form(s) as required should be sent directly to us at the address indicated on the form.

If you do not receive the form from us within 15 days of your request, you may send us written proof of loss without waiting for the form. If such written proof of loss covers the occurrence, character and extent of the loss within the time period below for proof of loss, you will be deemed to have complied with the requirements for providing proof of loss.

## PROOF OF LOSS

You must send us written proof of loss within 90 days after the date of loss. Failure to give such proof within this timeframe will not invalidate or reduce any payable claim if it can be shown that it was not reasonably possible to give such proof within that time, and the proof was given as soon as reasonably possible. However, in any event, you must provide proof of loss no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

### PHYSICAL EXAMINATION

We may require your Child to be examined by one or more Doctors or other medical practitioners of our choice. We will pay for this examination. We can require an examination as often as it is reasonable to do so while the claim is pending. We may also require you to be interviewed by our authorized representative. Failure to comply with this request may result in denial or termination of benefits.

## BENEFIT PAYMENTS

Benefits under this rider are payable to you. Once a claim has been approved, we will make immediately upon receipt of due written proof of loss. Any accrued benefits that are payable at your death will be paid according to the BENEFIT PAYMENTS provision in the Certificate. For PORTABILITY FOLLOWING DEATH, benefits are payable to your Spouse, and any accrued benefits that are payable at the time of your Spouse's death will be paid to your Spouse's estate.

Any payment we make in good faith will discharge our liability as to the extent of such payment. We will pay the benefits in one sum or in a method comparable to one sum.

## LEGAL ACTION

You can start legal action regarding a claim no earlier than 60 days after written proof of loss has been given to us, and no later than three years from the time proof of loss is required, unless otherwise provided under federal law. Nothing in this provision waives, extends or tolls any applicable statute of limitations governing any claim relating in any way to your Child's coverage.

Executed at our Home Office: 20 Washington Avenue South Minneapolis, MN 55401

William Bainbudge

William Bainbridge President

Unner

Melissa A. O'Donnell Secretary

## WELLNESS BENEFIT RIDER

## **RELIASTAR LIFE INSURANCE COMPANY**

## 20 Washington Avenue South, Minneapolis, Minnesota 55401

#### POLICYHOLDER:

Excela Health

#### **GROUP POLICY NUMBER:**

70638-8CAC2

This rider is made a part of the Accident Insurance Certificate and is subject to all of the provisions, limitations and exclusions of the Policy and Certificate, unless changed by this rider. Unless expressly changed by this rider, the terms used in this rider have the same meaning as in the Certificate.

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## SCHEDULE OF BENEFITS

### WHO PAYS FOR THE COVERAGE

The cost of coverage under this rider is automatically included in the cost of your coverage and the cost of your Spouse's coverage and the cost of your Children's coverage.

## WELLNESS BENEFIT

You:	\$50
Your Spouse:	\$50
Your Children:	50% of your wellness benefit amount, to a maximum of \$100 for all Children in one calendar year

## DEFINITIONS

General terms are defined in the DEFINITIONS section of the Certificate and riders.

### Covered Person means:

- You, if you are covered for Accident insurance under the Policy.
- Your Spouse who is covered under your Spouse Accident Rider.
- Your Children who are covered under your Children's Accident Rider.

## **GENERAL PROVISIONS**

## ELIGIBILITY

If you are working for the Employer in an eligible class (shown in the Certificate's SCHEDULE OF BENEFITS), you are eligible for this rider on the latest of the following dates:

- The Policy effective date.
- The date this rider is available to the eligible class of Insured Persons to which you belong.
- Your Accident coverage effective date.

Your Spouse is eligible for coverage under this rider on the later of the date above or the date your Spouse is eligible for coverage under the Spouse Accident Rider.

Your Children are eligible for coverage under this rider on the later of the date above or the date each Child is eligible for coverage under the Children's Accident Rider.

## EFFECTIVE DATE

Each Covered Person will be covered at 12:01 a.m. standard time at the Policyholder's address on the date the Covered Person is eligible for coverage under this rider.

## TERMINATION

This rider will terminate on the earliest of the following:

- The date your Certificate terminates.
- The date this rider is terminated for all Insured Persons under the Policy.
- For your Spouse's coverage, the date the Spouse Accident Rider terminates.
- For each Child's coverage, the date your Child's coverage under the Children's Accident Rider terminates.

## PORTABILITY

If you are approved by us to continue your coverage under the Certificate's PORTABILITY provision, then this rider will also be continued during portability.

## PORTABILITY FOLLOWING DEATH OR DIVORCE

If you die or divorce and your Spouse is approved by us for portability under the Spouse Accident Rider, then this rider can also be continued under your Spouse's coverage.

### ASSIGNMENT

At the time of claim under this rider, you can assign the payment of a benefit under this rider to a third party who is not the Policyholder.

## **BENEFITS**

We will pay you a wellness benefit (shown on the SCHEDULE OF BENEFITS) if a Covered Person has a health screening test.

A wellness benefit is payable only once per calendar year per Covered Person. Health screening tests include, but are not limited to:

#### Blood test for triglycerides

- Pap smear or thin prep pap test;
- Flexible sigmoidoscopy
- CEA (blood test for colon cancer)
- Bone marrow testing
- Serum cholesterol test for HDL & LDL levels
- Hemoccult stool analysis
- Serum Protein Electrophoresis (myeloma)
- Breast ultrasound, sonogram, MRI
- Chest x-ray
- Mammography
- Colonoscopy
- CA 15-3 (breast cancer)

- Stress test on bicycle or treadmill
- Fasting blood glucose test
- Thermography
- PSA (prostate cancer)
- Electrocardiogram (EKG)
- Routine Eye exam
- Routine dental exam
- Well child/preventive exams for ages 1 through 18
- Biometric screenings

## EXCLUSIONS

The EXCLUSIONS section of the Certificate and riders does not apply to this rider.

## CLAIMS

The PHYSICAL EXAMINATION provision does not apply to this rider.

#### NOTICE OF CLAIM

Written notice of your claim must be given to us during the same Policy year the health screening test occurs or within 30 days of the end of the Policy year, whichever is later. The notice may be given to us at our home office (see page 1 of the Certificate for the address) or to our authorized agent or administrator. Failure to give notice within this timeframe will not invalidate or reduce any payable claim if it can be shown that it was not reasonably possible to give such notice within that time and the notice was given as soon as reasonably possible.

#### CLAIM FORM

The claim form is available from the Employer or you can request a claim form from us. The claim form(s) may require completion by you and the Employer and the Covered Person's attending Doctor. The completed form(s) and any attachments indicated on the form(s) as required should be sent directly to us at the address indicated on the form.

If you do not receive the form from us within 15 days of your request, you may send us written proof of loss without waiting for the form. If such written proof of loss covers the occurrence, character and extent of the loss within the time period below for proof of loss, you will be deemed to have complied with the requirements for providing proof of loss.

### **PROOF OF LOSS**

You must send us written proof of loss within 90 days after the date of the health screening test. Failure to give such proof within this timeframe will not invalidate or reduce any payable claim if it can be shown that it was not reasonably possible to give such proof within that time, and the proof was given as soon as reasonably possible. However, in any event, you must provide proof of loss no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

### **BENEFIT PAYMENTS**

Benefits under this rider are payable to you unless otherwise specified. Once a claim has been approved, we will make payment immediately upon receipt of due written proof of loss. Any accrued benefits that are payable at your death will be paid according to the BENEFIT PAYMENTS provision in the Certificate. For PORTABILITY FOLLOWING DEATH OR DIVORCE, benefits are payable to your Spouse, and any accrued benefits that are payable at the time of your Spouse's death will be paid to your Spouse's estate.

Any payment we make in good faith will discharge our liability as to the extent of such payment. We will pay the benefits in one sum.

## LEGAL ACTION

You can start legal action regarding a claim no earlier than 60 days after written proof of loss has been given to us, and no later than three years from the time proof of loss is required, unless otherwise provided under federal law. Nothing in this provision waives, extends or tolls any applicable statute of limitations governing any claim relating in any way to the Covered Person's coverage.

Executed at our Home Office: 20 Washington Avenue South Minneapolis, MN 55401

William Bainbudge

William Bainbridge President

Unner

Melissa A. O'Donnell Secretary

# ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) RIDER RELIASTAR LIFE INSURANCE COMPANY

20 Washington Avenue South, Minneapolis, Minnesota 55401

#### POLICYHOLDER:

Excela Health

#### **GROUP POLICY NUMBER:**

70638-8CAC2

This rider is made a part of the Accident Insurance Certificate and is subject to all of the provisions, limitations and exclusions of the Policy and Certificate, unless changed by this rider. Unless expressly changed by this rider, the terms used in this rider have the same meaning as in the Certificate.

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## SCHEDULE OF BENEFITS

## WHO PAYS FOR THE COVERAGE

The cost of coverage under this rider is automatically included in the cost of your coverage and the cost of your Spouse's coverage and the cost of your Children's coverage.

## AD&D BENEFITS

Accidental Death	
You:	\$40,000
Your Spouse:	\$15,000
Your Children:	\$8,000
Common Carrier	
You:	\$85,000
Your Spouse:	\$40,000
Your Children:	\$20,000

### Dismemberment

Loss of both hands or both feet or the sight in both eyes:	\$24,000
Loss of one hand or one foot AND the sight in one eye	\$18,000
Loss of one hand AND one foot	\$18,000
Loss of one hand OR one foot	\$10,000
Loss of two or more fingers or toes	\$1,500
Loss of one finger or toe	\$1,000

## DEFINITIONS

General terms defined in the DEFINITIONS section of the Certificate and riders regarding medical conditions and eligibility apply to each Covered Person.

**Common Carrier** means any commercial transportation that operates on a regularly scheduled basis between predetermined points or cities.

### Covered Person means:

- You, if you are covered for Accident insurance under the Policy.
- Your Spouse who is covered under your Spouse Accident Rider.
- Your Children who are covered under your Children's Accident Rider.

## GENERAL PROVISIONS

### ELIGIBILITY

If you are working for the Employer in an eligible class (shown in the Certificate's SCHEDULE OF BENEFITS), you are eligible for this rider on the latest of the following dates:

- The Policy effective date.
- The date this rider is available to the eligible class of Insured Persons to which you belong.
- Your Accident coverage effective date.

Your Spouse is eligible for coverage under this rider on the later of the date above or the date your Spouse is eligible for coverage under the Spouse Accident Rider.

Your Children are eligible for coverage under this rider on the later of the date above or the date each Child is eligible for coverage under the Children's Accident Rider.

### EFFECTIVE DATE

Each Covered Person will be covered at 12:01 a.m. standard time at the Policyholder's address on the date the Covered Person is eligible for coverage under this rider.

## TERMINATION

This rider will terminate on the earliest of the following:

- The date your Certificate terminates.
- The date this rider is terminated for all Insured Persons under the Policy.
- For your Spouse's coverage, the date the Spouse Accident Rider terminates.
- For each Child's coverage, the date your Child's coverage under the Children's Accident Rider terminates.

## PORTABILITY

If you are approved by us to continue your coverage under the Certificate's PORTABILITY provision, then this rider will also be continued during portability.

## PORTABILITY FOLLOWING DEATH OR DIVORCE

If you die or divorce and your Spouse is approved by us for portability under the Spouse Accident Rider, then this rider can also be continued under your Spouse's coverage.

## AD&D BENEFITS

We will pay an AD&D benefit (refer to the SCHEDULE OF BENEFITS) if a Covered Person receives any of the services or meets any of the conditions described below as the result of Injuries received in a Covered Accident. The Injury must occur, and the loss resulting from the Injury must begin, while the Covered Person is covered under this rider.

Accidental Death: Injuries received in a Covered Accident cause a Covered Person's death. Your benefit is payable to your named Accidental Death beneficiary. If there is no named beneficiary, benefits will be paid according to the BENEFIT PAYMENTS provision in the Certificate. Your Spouse's and Child's benefit is payable to you. Note: No Accidental Death benefit is payable if the Covered Person is eligible for the Common Carrier benefit.

**Common Carrier:** Injuries received in a Covered Accident while a Covered Person is a fare paying passenger in a Common Carrier. Your benefit is payable to your named Accidental Death beneficiary. If there is no named beneficiary, benefits will be paid according to the BENEFIT PAYMENTS provision in the Certificate. Your Spouse's and Child's benefit is payable to you.

**Dismemberment:** A benefit is payable to you if a Covered Person's loss (as described below) occurs within 90 days after a Covered Accident. The benefit amount varies based on the loss (refer to the SCHEDULE OF BENEFITS). The types of eligible loss under this benefit are limited to the following:

- Loss of both hands.
- Loss of both feet.
- Total and permanent loss of sight in both eyes.
- Loss of one hand or one foot AND permanent loss of sight in one eye.
- Loss of one hand AND one foot.
- Loss of one hand OR one foot.
- Loss of two or more fingers or toes.
- Loss of one finger OR one toe.

"Loss" means the physical loss of:

- A hand: the hand is removed through or above the wrist joint.
- A foot: the foot is removed through or above the ankle joint.
- Sight in an eye: total and permanent loss of sight.
- A finger: the finger is removed at the joint proximate to the first interphalangeal joint where it is attached to the hand.
- A toe: the toe is removed at the joint proximate to the first interphalangeal joint where it is attached to the foot.

If a Covered Person loses a finger or toe and within 90 days as the result of the same Covered Accident loses a hand or foot on the same side of the body, the benefit amount payable for the loss of the finger or toe will be subtracted from the benefit payable for the loss of the hand or the foot.

If an Accident benefit is payable after laceration repair of a finger, toe, hand, foot or eye and that body part is later lost due to the same Covered Accident, the amount of the laceration repair benefit will be subtracted from the dismemberment benefit.

## EXCLUSIONS

Benefits are not payable for any loss caused in whole or directly by any of the following:

- Commission of or attempt to commit a felony or engaging in an illegal occupation.
- An Accident while the Covered Person is operating a motorized vehicle while intoxicated. Intoxication means the Covered Person's blood alcohol content meets or exceeds the legal presumption of intoxication under the laws of the state where the Accident occurred.
- Suicide, attempted suicide or any intentionally self-inflicted Injury.
- War or any act of war, whether declared or undeclared (excluding acts of terrorism).
- Loss sustained while on active duty as a member of the armed forces of any nation. We will refund, upon written notice of such service, any premium which has been accepted for any period not covered as a result of this exclusion.
- Alcoholism, drug abuse, or misuse of alcohol or taking of drugs, other than under the direction of a Doctor.
- Riding in or driving any motor-driven vehicle in a race, stunt show or speed test.
- Operating, or training to operate, or service as a crew member of, or jumping, parachuting or falling from, any aircraft or hot air balloon, including those which are not motor-driven. Flying as a fare-paying passenger is not excluded.
- Engaging in hang-gliding, bungee jumping, parachuting, sailgliding, parasailing, parakiting, kitesurfing or any similar activities.
- Practicing for, or participating in, any semi-professional or professional competitive athletic contests for which any type of compensation or remuneration is received.
- Any Sickness or declining process caused by a Sickness.

## CLAIMS

### NOTICE OF CLAIM

Written notice of your claim should be given to us within 30 days after the date of loss. The notice may be given to us at our home office (see page 1 of the Certificate for the address) or to our authorized agent or administrator. Failure to give notice within this timeframe will not invalidate or reduce any payable claim if it can be shown that it was not reasonably possible to give such notice within that time and the notice was given as soon as reasonably possible.

### **CLAIM FORM**

The claim form is available from the Employer or you can request a claim form from us. The claim form(s) may require completion by you and the Employer and the Covered Person's attending Doctor. The completed form(s) and any attachments indicated on the form(s) as required should be sent directly to us at the address indicated on the form.

If you do not receive the form from us within 15 days of your request, you may send us written proof of loss without waiting for the form. If such written proof of loss covers the occurrence, character and extent of the loss within the time period below for proof of loss, you will be deemed to have complied with the requirements for providing proof of loss.

### **PROOF OF LOSS**

You must send us written proof of loss within 90 days after the date of loss. Failure to give such proof within this timeframe will not invalidate or reduce any payable claim if it can be shown that it was not reasonably possible to give such proof within that time, and the proof was given as soon as reasonably possible. However, in any event, you must provide proof of loss no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

## FILING A CLAIM

The claim form(s) may require completion by you and the Employer and the Covered Person's attending Doctor. The completed form(s) and any attachments indicated on the form(s) as required should be sent directly to us at the address indicated on the form.

### PHYSICAL EXAMINATION AND AUTOPSY

We may require the Covered Person to be examined by one or more Doctors or other medical practitioners of our choice. We will pay for this examination. We can require an examination as often as it is reasonable to do so while your claim is pending. We may also require you or the Covered Person to be interviewed by our authorized representative. Failure to comply with this request may result in denial or termination of benefits. We may require an autopsy in case of death, at our expense, where it is not prohibited by law.

#### **BENEFIT PAYMENTS**

Benefits under this rider are payable to you unless otherwise specified. Once a claim has been approved, we will make payment immediately upon receipt of due written proof of loss. Any accrued benefits that are payable at your death will be paid according to the BENEFIT PAYMENTS provision in the Certificate. For PORTABILITY FOLLOWING DEATH OR DIVORCE, any accrued benefits that are payable at the time of your Spouse's death will be paid to your Spouse's estate.

Any payment we make in good faith will discharge our liability as to the extent of such payment. We will pay the benefits in one sum or in a method comparable to one sum.

#### LEGAL ACTION

You can start legal action regarding a claim no earlier than 60 days after written proof of loss has been given to us, and no later than three years from the time proof of loss is required, unless otherwise provided under federal law. Nothing in this provision waives, extends or tolls any applicable statute of limitations governing any claim relating in any way to the Covered Person's coverage.

Executed at our Home Office: 20 Washington Avenue South Minneapolis, MN 55401

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