YOUR
HOSPITAL
CONFINEMENT
INDEMNITY
INSURANCE
PLAN

For Employees of PETCO Animal Supplies Stores, Inc.

# GROUP HOSPITAL CONFINEMENT INDEMNITY 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:** PETCO Animal Supplies Stores, Inc.

**GROUP POLICY NUMBER:** 73138-2CHI2 **POLICY EFFECTIVE DATE:** February 1, 2023

GOVERNING JURISDICTION: California

Benefits are paid for Hospital Confinements and other covered losses as defined in the Certificate. This is a supplement to health insurance. It is not a substitute for essential health benefits or minimum essential coverage as defined in federal health law. Benefits are paid under the Policy for Hospital Confinement or other covered losses 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 replaces any other Certificates we may have given you for the same level of coverage under the Policy.

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.

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. The coverage under the Policy is conditionally renewable according to the terms and provisions of the Policy.

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.

RIGHT TO EXAMINE CERTIFICATE: If you are age 65 or older on the effective date of any coverage under the Policy for which you are required to pay all or part of the premium, then you have 30 days from the date you receive your initial Certificate to cancel your coverage and have your full premium contribution refunded, by returning the Certificate to the Policyholder for cancellation without claim.

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

Robert L. Grubka

President

Melissa A. O'Donnell Secretary

RL-HI2-CERT-20-CA 1 D9377 (01/23)

## RELIASTAR LIFE INSURANCE COMPANY P.O. Box 20, Minneapolis, Minnesota 55440

#### **CONSUMER NOTICE**

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 1-877-236-7564.

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

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#### Arizona residents:

Notice: This Certificate of insurance may not provide all benefits and protections provided by law in Arizona. Please read this Certificate carefully.

#### Florida residents:

The benefits of the Policy providing your coverage are governed primarily by the law of a state other than Florida.

#### Idaho residents:

If you contribute to the cost of your coverage, you may cancel your coverage for any reason within 10 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.

#### Maryland residents:

Notice: This Certificate of insurance may not provide all benefits required for a policy issued and delivered in Maryland.

#### New Mexico residents:

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.

#### West Virginia residents:

Please read this Certificate carefully. If you are not satisfied with it for any reason, you may return it within 10 days after receipt for a refund of any premium you paid.

## RELIASTAR LIFE INSURANCE COMPANY

#### **OUTLINE OF COVERAGE**

This outline is only a summary of certain provisions in your Certificate. You must consult the Policy and Certificate for contract provisions regarding coverage. This is a supplement to health insurance. It is not a substitute for essential health benefits or minimum essential coverage as defined in federal health law.

<u>Category of Coverage</u>: Hospital Confinement Indemnity. This category of coverage is designed to provide, to persons insured, a stipulated daily benefit for hospital confinement as a result of covered accident or sickness. Benefits are not provided for basic hospital, basic medical-surgical, or major-medical expenses.

Benefits: See the SCHEDULE OF BENEFITS and BENEFITS sections of the Certificate.

<u>Exceptions, Reductions and Limitations</u>: See the SCHEDULE OF BENEFITS, and BENEFITS, and EXCLUSIONS sections of the Certificate.

Eligibility, Termination and Continuation: See the GENERAL PROVISIONS section of the Certificate.

<u>Premiums</u>: Information about your premium contribution for coverage may be obtained from the Policyholder.

## SCHEDULE OF BENEFITS

**EMPLOYER:** PETCO Animal Supplies Stores, Inc.

**GROUP POLICY NUMBER:** 73138-2CHI2

**INSURED PERSON:** 

You must write your name in the space provided so that it becomes your Certificate. The date you are eligible for coverage is described in the GENERAL PROVISIONS section.

## **ELIGIBLE CLASS(ES)**

All eligible 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.

Employees who are not citizens or legal residents of the United States are excluded from coverage.

#### MINIMUM HOURS REQUIREMENT

Part Time Employees: an average of 30 hours per week during their Initial Measurement Period and the following Standard Measurement Periods.

Full Time Employees: 30 hours per week. Directors and above: 30 hours per week.

## ELIGIBILITY WAITING PERIOD FOR PART-TIME AND FULL-TIME EMPLOYEES

Persons in an eligible class on or before the Policy effective date: End of the month in which you complete a continuous period of 30 days of Active Employment.

Persons entering an eligible class after the Policy effective date: End of the month in which you complete a continuous period of 30 days of Active Employment.

#### **ELIGIBILITY WAITING PERIOD FOR DIRECTORS AND ABOVE**

Persons in an eligible class on or before the Policy effective date: None Persons entering an eligible class after the Policy effective date: None

#### REHIRE

If your employment with the Employer ends and you are rehired within 91 days, your previous Active Employment while in an eligible class will apply toward the Eligibility Waiting Period. All other Policy provisions apply.

## WHO PAYS FOR THE COVERAGE

You pay the cost of your coverage.

## **BENEFIT AMOUNTS**

## DAILY CONFINEMENT AMOUNT(S)

\$150

#### **CONFINEMENT DAILY BENEFITS**

**Facility Confinement Benefits** 

Hospital Confinement 1 times the daily Confinement amount per day, up to a maximum of 30 days per

Confinement

Critical Care Unit (CCU)

2 times the daily Confinement amount per day, up to a maximum of 15 days per

Confinement Confinement

Rehabilitation Facility

1/2 of the daily Confinement amount per day, up to a maximum of 30 days per

Confinement Confinement

Admission Benefits

Hospital Admission \$1,500 for the first day of Hospital

Confinement, once per Confinement

Critical Care Unit (CCU) \$1,500 for

\$1,500 for the first day of CCU Confinement,

Admission once per Confinement

Only one type of facility Confinement or admission benefit is payable per day. Each type of admission benefit is payable 2 times per calendar year.

Any combination of facility Confinement and admission benefits payable will not exceed a total of 77 days during a period of Confinement.

## **OBSERVATION UNIT DAILY BENEFIT**

Observation unit benefit \$100 per day, up to a maximum of one day per calendar year.

An observation unit benefit is not payable for any day that a facility Confinement or admission benefit is payable.

## **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.

**Confined** or **Confinement** means that on the advice of a Doctor, your assignment to a bed as a resident inpatient in a Hospital or Critical Care Unit (CCU) 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.

**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.

**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.

Employee means a person 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.

**Hospital** means an institution that is run for the care and treatment of sick or injured persons as in-patients 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 is under the supervision of a medical staff and has one or more Doctors available at all times.
- It provides 24 hours a day service by registered graduate nurses (RNs).
- It is not 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 free-standing surgical center; an extended-care facility; a skilled nursing facility; or a facility primarily affording custodial, educational care or care for the aged.

**Injury** means a bodily Injury that is the direct result of an Accident.

**Insured Person** means an Employee covered under the Policy and whose coverage remains in effect according to the terms of the Policy.

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

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

**Rehabilitation Facility** means a free-standing facility which meets the definition of Hospital but is specifically designated to provide coordinated multidisciplinary physical restorative services to inpatients including the treatment of mental diseases or disorders, or drug or alcohol addiction. Services must be provided under the direction of a Doctor knowledgeable and experienced in the type of rehabilitative medicine being provided.

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.

## **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 is cancelled.
- 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 grace period after a premium due date, if premium is not paid.
- The last day you are in Active Employment.

Termination of your coverage will be without prejudice to any claim originating prior to the effective date of such termination.

#### **POLICY CANCELLATION**

We may cancel the Policy at any time by written notice delivered to the Policyholder, or mailed to the Policyholder's last address as shown on our records, stating when, not less than 31 days thereafter, such cancellation shall be effective. The Policyholder may cancel the Policy at any time by written notice delivered or mailed to us at our home office, effective on receipt or on such later date as may be specified in the notice. In the event of such cancellation by either us or by the Policyholder, we shall promptly return on a prorata basis the unearned premium paid, if any, and the Policyholder shall promptly pay on a prorata basis the earned premium which has not been paid. (In computing the prorata premium to be returned by us or to be paid by the Policyholder, any discounts in premium or premium rate actually allowed to the Policyholder because of the longer periods for which premiums, at the time of the cancellation, had been paid or agreed to be paid shall be disregarded, and the prorata return or payment of premium will be computed upon the basis of our regular and customary premium or premium rate for the coverage of the Policy.) Such cancellation shall be without prejudice to any claim originating prior to the effective date of such cancellation.

## **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 cancels 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.

You can decrease but not increase the ported coverage amount. 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.

## **ENTIRE CONTRACT; CHANGES**

The entire contract consists of all of the following:

- The Policy issued to the Policyholder including Part A and Part B.
- The Certificate(s) which are made part of Part B under the Policy.
- Any endorsements and/or riders issued.
- The Policyholder's signed application, a copy of which is attached to the Policy when issued.

Any statement made by the Policyholder or by you shall, in the absence of fraud, be deemed a representation and not a warranty. No such statement made by the Policyholder or by you shall avoid the insurance or reduce the benefits under the Policy or be used in defense to a claim hereunder unless it is contained in a written application.

The Policy may be amended at any time by written agreement between us and the Policyholder. No change in the Policy will be valid until approved by one of our executive officers. Such approval must be in writing and will be endorsed or attached to the Policy. Changes requiring regulatory approval will not be valid until approved by the appropriate regulatory body.

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 on or attached to the Policy.

#### TIME LIMIT ON CERTAIN DEFENSES

After three years from the date of issue of the Policy, no misstatement of the Policyholder, except a fraudulent misstatement, made in the application shall be used to void the Policy. After three years from the effective date of your coverage under the Policy, no misstatements, except fraudulent misstatements, made by you in your application for coverage shall be used to deny a claim for loss incurred after the expiration of the three-year period.

## **GRACE PERIOD**

A grace period of 60 days will be granted for the payment of premiums accruing after the first premium, during which grace period the Policy shall continue in force, but the Policyholder shall be liable to us for the payment of the premium accruing for the period the Policy continues in force.

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 but you shall be liable to us for the payment of the premium accruing for the period your coverage remains in force.

## **NOTICE OF CLAIM**

Written notice of claim must be given to us within 30 days after the occurrence or commencement of any loss covered by the Policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of you to us at P.O. Box 20, Minneapolis, MN 55440 or to our authorized agent, with information sufficient to identify you, shall be deemed notice to us.

#### **CLAIM FORMS**

Upon receipt of your notice of claim, we will furnish claim forms to you for filing proof of loss. If such forms are not furnished within 15 days, you will be deemed to have complied with the requirements for providing proof of loss upon submitting, within 90 days after the date of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

#### PROOF OF LOSS

Written proof of loss must be furnished to us within 90 days after the date of such loss. Failure to submit such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of your legal capacity, later than one year from the time proof is otherwise required.

#### TIME OF PAYMENT OF CLAIMS

Subject to due written proof of loss, all indemnities payable under the Policy will be paid as they accrue and any balance remaining unpaid at termination of the period of liability will be paid immediately upon receipt of due written proof of such loss.

#### **BENEFIT PAYMENTS**

Benefits are payable to you unless otherwise specified. 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 biological 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. It includes your registered domestic partner who is recognized as equivalent to a spouse by California law. It also includes your domestic partner as defined by the Employer if you have completed and signed an affidavit of domestic partnership on a form acceptable to the Employer.

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.

#### PHYSICAL EXAMINATION

At our expense, we shall have the right and opportunity to require you (your person) to be examined as it relates to the loss that is the basis of the claim. We can require such examination when and as often as we may reasonably require during the pendency of a claim.

## **LEGAL ACTION**

No action at law or in equity shall be brought to recover on the Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the Policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

#### **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.

#### **MISSTATEMENT OF AGE**

If your age has been misstated, all amounts payable to you under the Policy shall be such as the premium paid would have purchased at the correct age.

## **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.

## **BENEFITS**

We will pay a benefit as shown on the SCHEDULE OF BENEFITS for an eligible Confinement or other covered loss that occurs on or after your coverage effective date, subject to the EXCLUSIONS of this Certificate.

## **CONFINEMENT DAILY BENEFITS**

Only one type of facility Confinement benefit is payable per day. Confinement benefits are payable for each day you are Confined up to the maximums shown on the SCHEDULE OF BENEFITS.

Re-Confinements to a Hospital or Critical Care Unit (CCU) or Rehabilitation Facility that occur within 77 days after being discharged for the same or a related condition are considered to be part of the previous period of Confinement. A Confinement that begins more than 77 days after discharge for a previous period of Confinement is considered a new Confinement.

A Confinement benefit will not be payable for any day that an admission benefit is payable.

**Admission:** Only one type of admission benefit is payable per day. Admission benefits are payable upon admission to a Hospital or Critical Care Unit (CCU) or Rehabilitation Facility for Confinement as an inpatient due to treatment of an Injury or Sickness. The first day of Confinement must occur on or after your coverage effective date. The number of admission benefits payable during a period of Confinement are limited as shown on the SCHEDULE OF BENEFITS.

**Hospital Confinement:** Benefits are payable if you are Confined in a Hospital on an inpatient basis due to treatment of an Injury or Sickness.

**Critical Care Unit (CCU) Confinement:** Benefits are payable if you are Confined in a Critical Care Unit on an inpatient basis due to treatment of an Injury or Sickness. Once the CCU Confinement benefits have been paid for the maximum number of days in the SCHEDULE OF BENEFITS, any remaining days of Hospital Confinement during the same period of Confinement will be payable under the Hospital Confinement daily benefit, up to the maximum number of days in the SCHEDULE OF BENEFITS.

**Rehabilitation Facility Confinement:** Benefits are payable if you are Confined in a Rehabilitation Facility on an inpatient basis due to treatment of an Injury or Sickness.

#### **OBSERVATION UNIT DAILY BENEFIT**

**Observation unit benefit:** Benefits are payable if you are admitted to a Hospital observation unit for at least 4 consecutive hours other than as an inpatient. This benefit is not payable for any day that a facility Confinement or admission benefit is payable.

An observation unit is a specified area within a Hospital, apart from the Emergency Room, where a patient can be monitored following outpatient surgery or following treatment in the Emergency Room by a Doctor, and that fully meets each of the following requirements:

- It is under the direct supervision of a Doctor or registered nurse.
- It is staffed by nurses assigned specifically to that unit.
- It provides care seven days per week, 24 hours per day.

## **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 being engaged in an illegal occupation.
- 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.
- Intoxication or being under the influence of any controlled substance, unless administered on the advice of a Doctor. Exception: This exclusion does not apply to a Confinement in an eligible Hospital or Rehabilitation Facility for the purpose of treatment for alcoholism or drug addiction.
- Elective or cosmetic surgery that is performed to alter or reshape normal structures of the body in order to improve your appearance. This exclusion does not apply to reconstructive surgery that is performed to correct or repair abnormal structures of the body caused by congenital defects, developmental abnormalities, trauma, infection, tumors, or disease to do either of the following: (A) to improve function, or (B) to create a normal appearance, to the extent possible.
- 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 or kitesurfing.
- Practicing for, or participating in, any semi-professional or professional competitive athletic contests for which any type of compensation or remuneration is received.

## SPOUSE HOSPITAL CONFINEMENT INDEMNITY RIDER

## RELIASTAR LIFE INSURANCE COMPANY

20 Washington Avenue South, Minneapolis, Minnesota 55401

**POLICYHOLDER:** PETCO Animal Supplies Stores, Inc.

**GROUP POLICY NUMBER:** 73138-2CHI2

**INSURED PERSON:** 

## SPOUSE:

You must write your name and your Spouse's name in the spaces provided so that it becomes your rider. The date your Spouse is eligible for coverage is described in the GENERAL PROVISIONS section of this rider.

This rider is made a part of the Hospital Confinement Indemnity 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.

#### **BENEFIT AMOUNTS**

The benefit amounts for your Spouse are the same as the Employee BENEFIT AMOUNTS as shown in the SCHEDULE OF BENEFITS section of the Certificate.

#### **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. It includes your registered domestic partner who is recognized as equivalent to a spouse by California law. It also includes your domestic partner as defined by the Employer if you have completed and signed an affidavit of domestic partnership on a form acceptable to the Employer. Any reference to marriage includes establishment of a domestic partnership. Any reference to divorce includes termination of a domestic partnership.

## **GENERAL PROVISIONS**

#### **ELIGIBILITY**

If you are covered under the Policy, then your Spouse 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 Hospital Confinement indemnity 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.

#### **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. Your Spouse can decrease but not increase the ported coverage amount. 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.

#### PHYSICAL EXAMINATION

At our expense, we shall have the right and opportunity to require your Spouse to be examined as it relates to the loss that is the basis of the claim. We can require such examination when and as often as we may reasonably require during the pendency of a claim.

## **BENEFIT PAYMENTS**

Benefits under this rider are payable to you. 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.

## **SPOUSE BENEFITS**

The benefits for your Spouse are the same as your benefits as shown in the BENEFITS section of the Certificate, based on your Spouse's Confinement or other covered loss, and subject to the EXCLUSIONS of this 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 being engaged in an illegal occupation.
- 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.
- Intoxication or being under the influence of any controlled substance, unless administered on the advice of a doctor. **Exception:** This exclusion does not apply to a Confinement in an eligible Hospital or Rehabilitation Facility for the purpose of treatment for alcoholism or drug addiction.
- Elective or cosmetic surgery that is performed to alter or reshape normal structures of the body in order to improve your Spouse's appearance. This exclusion does not apply to reconstructive surgery that is performed to correct or repair abnormal structures of the body caused by congenital defects, developmental abnormalities, trauma, infection, tumors, or disease to do either of the following: (A) to improve function, or (B) to create a normal appearance, to the extent possible.
- 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 or kitesurfing.
- Practicing for, or participating in, any semi-professional or professional competitive athletic contests for which any type of compensation or remuneration is received.

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

Robert L. Grubka
President

Melissa A. O'Donnell Secretary

Umell.

## CHILDREN'S HOSPITAL CONFINEMENT INDEMNITY RIDER

# RELIASTAR LIFE INSURANCE COMPANY 20 Washington Avenue South, Minneapolis, Minnesota 55401

**POLICYHOLDER:** PETCO Animal Supplies Stores, Inc.

**GROUP POLICY NUMBER:** 73138-2CHI2

#### **INSURED PERSON:**

You must write your name in the space provided so that it becomes your rider. The date your Children are eligible for coverage is described in the GENERAL PROVISIONS section.

This rider is made a part of the Hospital Confinement Indemnity 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.

#### **BENEFIT AMOUNTS**

The benefit amounts for your Children are the same as the Employee BENEFIT AMOUNTS as shown in the SCHEDULE OF BENEFITS section of the Certificate. **Exception(s):** The benefit amount for your newborn Child is described under the NEWBORN BENEFIT provision below.

## **NEWBORN BENEFIT**

Your newborn Child's Confinement, if you have coverage under this rider on the date of your newborn Child's birth

The same as benefits for any other Child.

Your newborn Child's Confinement, if you do <u>not</u> have coverage under this rider on the date of your newborn Child's birth

\$100 No admission benefit is payable.

#### **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 live birth but less than 26 years of age who is one of the following:

- Your biological or adopted child (including a child placed for adoption).
- Your stepchild.
- A child of your registered domestic partner who is recognized as equivalent to a spouse by California law.
- A child of your domestic partner as defined by the Employer if you have completed and signed an affidavit of domestic partnership on a form acceptable to the Employer.

The child must also meet all of the following conditions:

- 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 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. It includes your registered domestic partner who is recognized as equivalent to a spouse by California law. It also includes your domestic partner as defined by the Employer if you have completed and signed an affidavit of domestic partnership on a form acceptable to the Employer. Any reference to marriage includes establishment of a domestic partnership. Any reference to divorce includes termination of a domestic partnership.

## **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 Hospital Confinement indemnity 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 of you may cover your 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 Employee/Member coverage but you do not have Children's coverage under this rider, and you acquire a new eligible Child due to birth, your eligible newborn Child is automatically covered under the terms of this rider for the NEWBORN BENEFIT as shown on the SCHEDULE OF BENEFITS. This includes an adopted newborn Child who is placed with you within 30 days after birth. The effective date of any coverage you apply for after birth is subject to the conditions above including Active Employment.

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. If an adopted newborn Child is placed with you within 30 days of birth, the "event" will be the date of birth. If an adopted Child is placed with you more than 30 days after birth, the "event" will be the date of placement. No additional premium is required.

#### **TERMINATION**

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

- The date this rider terminates.
- The last day of the month during which 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 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 last day of the month during which 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 Hospital Confinement Indemnity 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.

#### PHYSICAL EXAMINATION

At our expense, we shall have the right and opportunity to require your Child to be examined as it relates to the loss that is the basis of the claim. We can require such examination when and as often as we may reasonably require during the pendency of a claim.

#### **BENEFIT PAYMENTS**

Benefits under this rider are payable to you. 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, 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.

#### **CHILDREN BENEFITS**

Benefits are payable for each covered Child. The benefits for your Children are the same as your Employee benefits as shown in the BENEFITS section of the Certificate, based on your Child's Confinement or other covered loss. **Exception(s):** Benefits for your newborn Child are described under the NEWBORN BENEFIT provisions on this rider.

## **NEWBORN BENEFIT**

If you have coverage under this rider on the date of your newborn Child's birth, then the benefits for the newborn Child under this rider are the same as for any other Child.

If you have Employee coverage but you do <u>not</u> have coverage under this rider on the date of your newborn Child's birth, and your newborn Child is Confined due to birth, then this rider provides a one-time benefit for your newborn Child as shown on the SCHEDULE OF BENEFITS. All other benefits under this rider are subject to the conditions regarding application, effective date and Active Employment.

#### **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 being engaged in an illegal occupation.
- 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.
- Intoxication or being under the influence of any controlled substance, unless administered on the advice of a doctor. Exception: The exclusion for misuse of alcohol or taking of drugs does not apply to a Confinement in an eligible Hospital or Rehabilitation Facility for the purpose of treatment for alcoholism or drug addiction.
- Elective or cosmetic surgery that is performed to alter or reshape normal structures of the body in order to improve your Child's appearance. This exclusion does not apply to reconstructive surgery that is performed to correct or repair abnormal structures of the body caused by congenital defects, developmental abnormalities, trauma, infection, tumors, or disease to do either of the following: (A) to improve function, or (B) to create a normal appearance, to the extent possible.
- 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 or kitesurfing.
- Practicing for, or participating in, any semi-professional or professional competitive athletic contests for which any type of compensation or remuneration is received.

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

Robert L. Grubka President Melissa A. O'Donnell Secretary

## CONTINUATION OF INSURANCE RIDER

# RELIASTAR LIFE INSURANCE COMPANY 20 Washington Avenue South, Minneapolis, Minnesota 55401

**POLICYHOLDER:** PETCO Animal Supplies Stores, Inc.

**GROUP POLICY NUMBER:** 73138-2CHI2

#### **INSURED PERSON:**

The date you are eligible for coverage is described in the GENERAL PROVISIONS section of this rider.

This rider is made a part of the Hospital Confinement Indemnity 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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#### **DEFINITIONS**

#### **Covered Person** means:

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

**Leave of Absence** means you are absent from Active Employment for a period of time under a leave granted in writing by the Employer that is in accordance with the Employer's formal leave policies. Your normal vacation time is not considered a Leave of Absence.

#### **GENERAL PROVISIONS**

#### **ELIGIBILITY**

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

- The Policy effective date.
- The date this rider is available to the eligible class of Employees to which you belong.
- Your Hospital Confinement Indemnity coverage effective date.

## **EFFECTIVE DATE**

You will be covered at 12:01 a.m. standard time at the Policyholder's address on the date you are eligible for this rider.

## **TERMINATION**

This rider terminates on the earliest of the following:

- The date your Hospital Confinement Indemnity insurance terminates.
- The date this rider is terminated for all Employees under the Policy.
- The date this rider is terminated for the eligible class of Employees to which you belong.

#### CONTINUATION OF INSURANCE

If you stop Active Employment due to:

• Employer-approved Leave of Absence

then insurance coverage may be continued under the Policy beyond the date you are no longer in Active Employment, limited to the time period(s) described below.

During this continued coverage period, the amount of continued insurance equals the amount in effect the day prior to the continuation period. That amount will reduce or stop according to the Certificate and riders in effect the day prior to the continuation period.

Premiums are due during the continuation period on the same basis as on the day prior to the continuation period. Contact the Employer for more information.

If an eligible claim occurs while coverage is being continued under this rider, then benefits will be paid as described in the Certificate and riders.

## **EMPLOYER-APPROVED LEAVE(S) OF ABSENCE**

#### **Family and Medical Leave**

If you are on a Leave of Absence as described under the Family and Medical Leave Act of 1993 and any amendments ("FMLA") or any applicable state family and medical leave law ("State FML"), and the Employer's human resource policy provides for continuation of insurance during an FMLA or State FML Leave of Absence, then insurance coverage for all Covered Persons may be continued until the end of the later of:

- The leave period permitted by FMLA.
- The leave period permitted by state FML.

This continuation of coverage includes all riders that were in effect on the date before the FMLA or State FML Leave of Absence began.

## **CONCURRENT LEAVES OF ABSENCE**

If you would be eligible for more than one type of continuation under this rider during any one period that you are not in Active Employment, we will consider such periods to be concurrent for the purpose of determining how long your coverage may continue under the Policy.

#### TERMINATION OF CONTINUATION

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

- The end of the continuation period as indicated above.
- The end of the period for which premiums are paid if the next premium is not paid by its due date, subject to the
  grace period.
- The date you are eligible under the Policy due to Active Employment.
- The date of your death.
- The date you become covered under another group hospital confinement indemnity insurance policy as an employee or member.
- The date the Policy is cancelled.
- The date coverage for all Employees under the Policy terminates.

In no event will coverage for any Covered Person be continued beyond the date coverage would otherwise end according to the termination provision(s) of the Certificate and riders.

When this continuation ends, insurance under the Policy will stay in force only if all of the following conditions are met:

- Hospital Confinement indemnity insurance is in force for Employees under the Policy; and
- You are in an eligible class for coverage under the Policy; and
- Your premium payments are resumed.

The amount of insurance will be subject to the Certificate and riders in effect on the date your premium payments are resumed.

## RETURN TO ACTIVE EMPLOYMENT

If coverage is not continued during your Leave of Absence for active military service, and you return to Active Employment while coverage is in force for Employees under the Policy, then coverage for all Covered Persons may be reinstated in accordance with USERRA and applicable state law.

If coverage is not continued during any other period that is eligible for continuation under the Policy, and you return to Active Employment while coverage is in force for Employees under the Policy, then the terms of the Certificate and riders will apply.

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

Robert L. Grubka President Melissa A. O'Donnell Secretary

Money

RL-HI2-CNT-18-CA 3 CNT-9377 (01/23)

## 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

This endorsement is effective for you on or after the later of the following dates:

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

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.

## 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.

## • Amounts of Coverage

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

## • <u>Life Insurance, Annuities and Structured Settlement Annuities</u>

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

## Annuities and Structured Settlement Annuities

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 <a href="https://www.califega.org">www.califega.org</a>, 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)

R-07472c 8/2019

#### 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
  - \$500,000 in hospital, medical and surgical insurance benefits
  - o \$300,000 in disability insurance benefits
  - o \$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.

R-07472c 8/2019

## RELIASTAR LIFE INSURANCE COMPANY

Minneapolis, Minnesota

## IDAHO 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. CERTIFICATE COVER

The following statements are added to the cover page of your Certificate:

Notice to Buyer: This is a hospital confinement indemnity certificate. This certificate provides limited benefits. Benefits provided are supplemental and are not intended to cover all medical expenses.

#### **RENEWABILITY**

The coverage under the Policy is conditionally renewable according to the terms and provisions of the Policy.

#### II. SCHEDULE OF BENEFITS

If any facility Confinement benefit in your Certificate or any riders is less than \$40 per day, then this benefit is increased to \$40 per day.

If your Certificate or any riders include a BENEFIT REDUCTIONS provision or reductions due to age, these reductions will not decrease the daily facility Confinement benefit for any Covered Person below \$40.

If any facility Confinement benefit in your Certificate is for less than 31 days, then this benefit is increased to 31 days.

## **III. DEFINITIONS**

If the definition of **Hospital** in your Certificate excludes a hospice unit, including any bed designated as a hospice or swing bed, then that exclusion does not apply.

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 is limited to 6 months.

## IV. GENERAL PROVISIONS

The following provision is added to your Certificate:

## **CONSUMER NOTICE**

If you (a) need the assistance of the governmental agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer, you may contact the Department of Insurance:

Idaho Department of Insurance Consumer Affairs 700 W. State Street, 3<sup>rd</sup> Floor P.O. Box 83720 Boise, Idaho 83720-0043 (800) 721-3272 www.DOI.ldaho.gov

## V. BENEFITS (or HOSPITAL CONFINEMENT INDEMNITY BENEFITS)

If the references to <u>re-Confinements</u> in your Certificate indicate time periods of less than 90 days, then this time period is changed to 90 days.

#### VI. EXCLUSIONS

If your Certificate and any riders contain an exclusion for felony or illegal activity, then that exclusion is replaced by the following:

Participation in a felony.

If your Certificate and any riders contain an exclusion for intoxication while operating a motor vehicle, then that exclusion does not apply.

If your Certificate and any riders contain an exclusion for misuse of alcohol or taking of drugs, then that exclusion is replaced by the following:

Alcoholism or drug addiction.

If this exclusion in your Certificate or any riders contains an Exception, that Exception is unchanged.

If your Certificate and any riders contain an exclusion for elective surgery, then the reference to "elective" is changed to "cosmetic" and the following is added to that bullet:

"Cosmetic surgery" will not include reconstructive surgery when the service is incidental to or follows surgery resulting from trauma, infection or other diseases of the involved part; reconstructive surgery because of congenital disease or anomaly of a covered dependent child; or involuntary complications or complications related to a cosmetic procedure.

If your Certificate and any riders contain exclusions for racing, aircraft or hot-air balloons, recreational activities or competitive athletic contests, then those exclusions do not apply.

The following exclusion is added below the bulleted list of EXCLUSIONS in your Certificate and any riders:

In addition, benefits are not payable due to illness, treatment or medical condition arising out of professional aviation for wage or profit.

If your Certificate includes a Children's Hospital Confinement Indemnity Rider with a PRE-EXISTING CONDITION EXCLUSION, then the following statement is added to that provision:

Congenital Anomalies are not considered a Pre-Existing Condition.

## VII. CLAIMS

If the BENEFIT PAYMENTS provision in your Certificate and any riders indicates that there is a time limit on when we will make payment, then that statement is replaced by the following:

Once a claim has been approved, we will make payment immediately upon receipt of due written proof of claim.

#### VIII. CHILDREN'S HOSPITAL CONFINEMENT INDEMNITY RIDER

If your Certificate includes a Children's Hospital Confinement Indemnity Rider, then in addition to any changes noted above, this rider is changed as follows:

#### In the SCHEDULE OF BENEFITS:

If the BENEFIT AMOUNTS provision contains an **Exception** regarding admission benefits payable for a newborn Child, then that **Exception** does not apply.

If there is a NEWBORN BENEFIT provision, that provision does not apply. The benefit amounts payable for an eligible newborn Child are the same as the benefit amounts payable for any other eligible Child. If there is a benefit for a stillborn Child, that benefit is unchanged.

#### In the **DEFINITIONS** section:

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

The reference to an adopted child in the definition of **Child** or **Children** is changed to add the following: "Placed" means physical placement in your care, except when physical placement is prevented due to the medical needs of the child, in which case 'placed' means the date you sign an agreement for adoption of the child and assume financial responsibility for the child.

If the definition of **Child** or **Children** includes a requirement that the child be eligible to be claimed by you or your Spouse for federal income tax purposes, then that requirement does not apply to your natural or adopted child.

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

The following definition is added:

**Congenital Anomaly** means a condition existing at or from birth that is a significant deviation from the common form or function of the body, whether caused by a hereditary or developmental defect or disease. The term significant deviation is defined to be a deviation which impairs the function of the body, and includes but is not limited to the conditions of cleft lip, cleft palate, webbed fingers or toes, sixth toes or fingers, or defects of metabolism and other conditions that are medically diagnosed to be congenital anomalies.

## In the **GENERAL PROVISIONS** section:

If the EFFECTIVE DATE provision includes a time period following the date you become eligible for Children's coverage during which you must apply or elect coverage, then this time period does not apply.

The following replaces any language in the EFFECTIVE DATE provision specific to a newborn Child, other than for a stillborn Child (if there is no language specific to a newborn Child, then this is added):

If you have Employee coverage but you do not have Children's coverage under this rider, and you acquire a new eligible Child due to birth, your eligible newborn Child is automatically covered under the terms of this rider for the first 60\* days after birth. This includes an adopted newborn Child who is placed with you within 60 days after birth. The effective date of any coverage you apply for after birth is subject to the conditions above including Active Employment. Coverage beyond the 60th\* day is subject to the conditions above regarding application and Active Employment.

If you pay any part of the cost of coverage under this rider, the Employer will notify you of the premium required for this rider and the date that either payroll deductions will begin or your first premium payment is due, which will not be less than 31 days following your receipt of the notification.

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. If an adopted newborn Child is placed with you within 60 days of birth, the "event" will be the date of birth. If an adopted Child is placed with you more than 60 days after birth, the "event" will be the date of placement. No additional premium is required.

\*If your rider indicates a longer period, then the longer period will apply.

In the TERMINATION provision, if any reference to termination of coverage for your newborn Child has a time period of less than 60 days, then this time period is changed to 60 days. If there is no reference to termination of coverage for a newborn Child, then the following is added to the list:

• For your newborn Child, the 60<sup>th</sup> day after the newborn Child's birth, if Children's coverage under this rider is not otherwise effective on that date according to the EFFECTIVE DATE provision.

#### In the **CHILDREN BENEFITS** section:

If the first paragraph contains an **Exception** regarding admission benefits payable for a newborn Child, then that **Exception** does not apply.

If your rider has a NEWBORN BENEFIT provision, that provision does not apply. The benefit amounts payable for an eligible newborn Child are the same as the benefit amounts payable for any other eligible Child. If your rider contains a benefit for a stillborn Child, that benefit is unchanged.

#### IX. OUTLINE OF COVERAGE FOR IDAHO RESIDENTS

See the next page for the Outline of Coverage for Idaho Residents.

#### X. EFFECTIVE DATE

This endorsement is effective for you on or after the later of the following dates:

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

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Melissa A. O'Donnell Secretary

# RELIASTAR LIFE INSURANCE COMPANY Minneapolis, Minnesota

#### HOSPITAL CONFINEMENT INDEMNITY COVERAGE

# THE CERTIFICATE PROVIDES LIMITED BENEFITS BENEFITS PROVIDED ARE SUPPLEMENTAL AND ARE NOT INTENDED TO COVER ALL MEDICAL EXPENSES

# **OUTLINE OF COVERAGE FOR IDAHO RESIDENTS**

Read Your Certificate Carefully – This outline of coverage provides a very brief description of the important features of coverage. This outline is not the insurance contract and only the actual Policy provisions will control. The Policy itself sets forth in detail the rights and obligations of both you and your insurance company. It is, therefore, important that you READ YOUR CERTIFICATE CAREFULLY!

Hospital confinement indemnity coverage is designed to provide, to persons insured, coverage in the form of a fixed daily benefit during periods of hospitalization resulting from a covered accident or sickness, subject to any limitations set forth in the Certificate. Coverage is not provided for any benefits other than the fixed daily indemnity for hospital confinement and any additional benefits described in the Certificate and riders.

The Policy pays a fixed benefit amount for each day that a covered person is confined in a hospital, to a maximum number of days per confinement. At the Policyholder's option, there may also be a daily benefit payable for confinement in a critical care unit (CCU), a CCU step-down unit, and/or a rehabilitation facility. The Certificate and riders will contain information about the daily benefit amounts, types of facilities, and duration of benefits. If you pay all or part of the cost of coverage, then the enrollment materials you received also contain a description of benefits available under the Policy.

Hospital confinement indemnity coverage is subject to exclusions which may prevent benefits from being paid. Also, benefit payment is contingent on proof of loss which may require additional information be provided prior to claim determination. At the Policyholder's option, there may also be an eligibility waiting period, during which time no coverage is in force. **There may be benefit reductions or termination provisions based on age.** There may also be benefit reductions during the initial 1, 3, 6, 9 or 12 months of a covered person's coverage.

A description of any policy provisions that exclude, eliminate, restrict, reduce, limit, delay or in any other manner operate to qualify payment of benefits are provided in the Certificate and any riders. The exclusions that apply to all provisions for hospital confinement indemnity coverage are provided in the "Exclusions" section of the Certificate and any riders. The "Schedule of Benefits," the Benefits section(s) and the "Exclusions" section of the Certificate and any riders provide specific information about the conditions for receiving benefits and any limitations. If you pay all or part of the cost of coverage, then the enrollment materials you received also contain a description of the exclusions and limitations under the Policy.

Your coverage will continue under the Policy, while the Policy remains in force, as long as you continue to meet the eligibility requirements and all premiums due are paid. You may have the option to continue your coverage by direct payment of premiums to ReliaStar Life Insurance Company after you no longer meet the eligibility requirements.

The Policyholder may change the terms of the Policy at any time with ReliaStar Life Insurance Company's agreement. The Policyholder or ReliaStar Life Insurance Company may terminate the Policy at any time. ReliaStar Life Insurance Company reserves the right to change premiums at any time according to the terms of the Policy.

The Policy may provide additional benefits under optional riders. The Certificate and riders will contain a description of all benefits included under the Policy.

THIS IS NOT A MEDICARE SUPPLEMENT POLICY. If you are eligible for Medicare, review the "Guide to Health Insurance for People With Medicare" available from the company.

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

This endorsement is effective for you on or after the later of the following dates:

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

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**

This endorsement is effective for you on or after the later of the following dates:

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

Melissa A. O'Donnell Secretary

Minneapolis, Minnesota

# MINNESOTA CONTINUATION 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.

If any riders include an EXTENSION FOLLOWING DEATH and/or an EXTENSION FOLLOWING DEATH OR DIVORCE provision, then all references below to "Portability" mean Extension.

#### I. 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 replaced by the following:

#### MINNESOTA CONTINUATION FOLLOWING DEATH OR DIVORCE

If you die or divorce, your Spouse can elect to maintain Spouse coverage if certain conditions are met. Upon your Spouse's request, the Employer will provide your Spouse with information about the cost of maintaining coverage under this provision and how to elect continuation. Your Spouse must have been insured under this rider on the date of your death or divorce, and your Spouse must elect continuation and pay the first premium within 90 days of the date of your death or divorce.

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

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

- The date coverage would otherwise terminate for the Spouse according to this rider's TERMINATION provision.
- The date your Spouse becomes covered under any group hospital confinement or other fixed indemnity policy as an employee, member or spouse.
- The date the Policy terminates and coverage for all Insured Persons under the Policy terminates, upon 60 days written notice of termination.

If your Spouse Hospital Confinement Indemnity Rider does not include a PORTABILITY FOLLOWING DEATH OR DIVORCE provision, then the provision above is added to the rider.

Any references to Portability in the BENEFIT PAYMENTS provision on the Spouse Hospital Confinement Indemnity Rider are replaced by the following:

For MINNESOTA CONTINUATION FOLLOWING DEATH OR DIVORCE, benefits are payable to your Spouse, and any accrued benefits unpaid at your Spouse's death will be paid to your Spouse's estate.

If your Spouse Hospital Confinement Indemnity Rider does not include references to Portability in the BENEFIT PAYMENTS provision, then the above statement is added to the BENEFIT PAYMENTS provision on the rider.

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

If your Certificate includes a Children's Hospital Confinement Indemnity Rider, then the PORTABILITY FOLLOWING DEATH provision on that rider is replaced by the following:

#### MINNESOTA CONTINUATION FOLLOWING DEATH

If you die while this rider is in force, Children's coverage can be maintained if certain conditions are met. Your Children must have been insured under this rider on the date of your death. Children may be covered only if they would have been eligible for coverage under the eligibility rules in force prior to your death.

If your Spouse has elected Minnesota continuation under the Spouse Hospital Confinement Indemnity Rider, then your Spouse may also elect continuation of this Children's Hospital Confinement Indemnity Rider at the same time. If you do not have an eligible Spouse insured under the Spouse Hospital Confinement Indemnity Rider at the time of your death, then each eligible Child insured under the Children's Hospital Confinement Indemnity Rider may elect Minnesota continuation and pay the first premium within 90 days of the date of your death.

Upon request of your Spouse, Child or the Child's legal guardian, the Employer will provide that person with information about the cost of maintaining coverage under this provision and how to elect this continuation.

Premiums will be billed directly to your Spouse, Child or Child's legal guardian as applicable. Ongoing premium payment is required to keep coverage in force. The initial premium will be based on the premium rates in effect at the time your Child becomes eligible for this continuation. We may change the premium rates at any time upon 60 days written notice to your Spouse, Child or Child's legal guardian as applicable.

If your Spouse or the Child's legal guardian dies while a Child's coverage is in force under this provision, then the Child or their new legal guardian must contact us within 31 days of the death for information about how to maintain the Child's coverage under this provision.

Each Child's coverage maintained under this provision will end on the earliest of the following:

- The date coverage would otherwise terminate for the Child according to this rider's TERMINATION provision.
- The end of the period for which premium are paid for the Child, if the next required premium contribution is not paid, subject to the GRACE PERIOD provision in the Certificate.
- The date the Child becomes covered under any group hospital confinement or other fixed indemnity policy as an employee, member, spouse or child.
- The date the Policy terminates and coverage for all Insured Persons under the Policy terminates, upon 60 days written notice of termination.

If your Children's Hospital Confinement Indemnity Rider does not include a PORTABILITY FOLLOWING DEATH provision, then the provision above is added to the rider.

The following provisions are also added to the Children's Hospital Confinement Indemnity Rider:

#### MINNESOTA CONTINUATION FOLLOWING DIVORCE

If you divorce and your former spouse has elected Minnesota continuation under the Spouse Hospital Confinement Indemnity Rider, then this Children's Hospital Confinement Indemnity Rider can be maintained under your former spouse's coverage for each child whose coverage would otherwise terminate due to the divorce. Upon your former spouse's request, the Employer will provide your former spouse with information about the cost of maintaining coverage under this provision and how to elect continuation.

Premiums will be billed directly to your former spouse. Ongoing premium payment is required to keep coverage in force. The initial premium will be based on the premium rates in effect at the time the child becomes eligible for this continuation. We may change the premium rates at any time upon 60 days written notice to your former spouse.

If your former spouse dies while a child's coverage is in force under this provision, then the child or their legal guardian must contact us within 31 days of the death for information about how to maintain the child's coverage under this provision.

Each child's coverage maintained under this provision will end on the earliest of the following:

- The date coverage would otherwise terminate for the child according to this rider's TERMINATION provision.
- The end of the period for which premiums are paid for the child, if the next required premium contribution is not paid, subject to the GRACE PERIOD provision in the Certificate.
- The date the child becomes covered under any group hospital confinement or other fixed indemnity policy as an employee, member, spouse or child.
- The date the Policy terminates and coverage for all Insured Persons under the Policy terminates, upon 60 days written notice of termination.

# MINNESOTA CONTINUATION WHEN YOUR CHILD NO LONGER MEETS THE DEFINITION OF CHILD

If your Child's coverage under this rider would otherwise terminate because the child no longer meets the definition of Child in this rider, for a reason other than your death or divorce, then the child can elect to maintain Child coverage under this rider for a period of time. The child (or the child's legal guardian) must elect continuation and pay the first premium within 90 days of the date of loss of eligibility.

Upon request of the child or the child's legal guardian, the Employer will provide that person with information about the cost of maintaining coverage under this provision and how to elect this continuation.

Premiums will be billed directly to the child or child's legal guardian as applicable. Ongoing premium payment is required to keep coverage in force. The initial premium will be based on the premium rates in effect at the time the child becomes eligible for this continuation. We may change the premium rates at any time upon 60 days written notice to the child or child's legal guardian as applicable.

If the child's legal guardian dies while the child's coverage is in force under this provision, then the child or their new legal guardian must contact us within 31 days of the death for information about how to maintain the child's coverage under this provision.

A child's coverage maintained under this provision will end on the earliest of the following:

- 36 months after the date continuation under this provision started.
- The date coverage would otherwise terminate for the child according to this rider's TERMINATION provision.
- The end of the period for which premiums are paid for the child, if the next required premium contribution is not paid, subject to the GRACE PERIOD provision in the Certificate.
- The date the child becomes covered under any group hospital confinement or other fixed indemnity policy as an employee, member, spouse or child.
- The date the Policy terminates and coverage for all Insured Persons under the Policy terminates, upon 60 days written notice of termination.

Any references to Portability in the BENEFIT PAYMENTS provision on the Children's Hospital Confinement Indemnity Rider are replaced by the following:

For MINNESOTA CONTINUATION FOLLOWING DIVORCE, benefits will be paid to your former spouse, and any accrued benefits unpaid at your former spouse's death will be paid to your former's spouse's estate. For MINNESOTA CONTINUATION FOLLOWING DEATH or MINNESOTA CONTINUATION WHEN YOUR CHILD NO LONGER MEETS THE DEFINITION OF CHILD, benefits will be payable to the person responsible for premium payments for that child, and any accrued benefits unpaid at that person's death will be payable to that person's estate.

If your Children's Hospital Confinement Indemnity Rider does not include references to Portability in the BENEFIT PAYMENTS provision, then the above statements are added to the BENEFIT PAYMENTS provision on the rider.

## **III. ACCIDENT BENEFIT RIDER**

If your Certificate includes an Accident Benefit Rider, then the PORTABILITY FOLLOWING DEATH OR DIVORCE provision on that rider is replaced by the following:

#### MINNESOTA CONTINUATION FOLLOWING DEATH OR DIVORCE

If you die or divorce and your Spouse's or Child's coverage is being maintained under the Spouse Hospital Confinement Indemnity Rider or Children's Hospital Confinement Indemnity Rider, then this rider can also be maintained under that person's coverage.

If your Accident Benefit Rider does not include a PORTABILITY FOLLOWING DEATH OR DIVORCE provision, then the provision above is added to the rider.

The following provision is added to the rider:

# MINNESOTA CONTINUATION WHEN YOUR CHILD NO LONGER MEETS THE DEFINITION OF CHILD

If your child's coverage is being maintained under the Children's Hospital Confinement Indemnity Rider due to no longer meeting the definition of Child, then this rider can also be maintained under your child's coverage.

Any references to Portability in the BENEFIT PAYMENTS provision on the Accident Benefit Rider are replaced by the following:

For MINNESOTA CONTINUATION FOLLOWING DEATH OR DIVORCE or MINNESOTA CONTINUATION WHEN YOUR CHILD NO LONGER MEETS THE DEFINITION OF CHILD, benefits are payable according to the BENEFIT PAYMENTS provisions in the Spouse Hospital Confinement Indemnity Rider and Children's Hospital Confinement Indemnity Rider.

If your Accident Benefit Rider does not include references to Portability in the BENEFIT PAYMENTS provision, then the above statements are added to the BENEFIT PAYMENTS provision on the rider.

#### IV. CRITICAL ILLNESS RIDER

If your Certificate includes a Critical Illness Rider, then the PORTABILITY FOLLOWING DEATH OR DIVORCE provision on that rider is replaced by the following:

#### MINNESOTA CONTINUATION FOLLOWING DEATH OR DIVORCE

If you die or divorce and your Spouse's or Child's coverage is being maintained under the Spouse Hospital Confinement Indemnity Rider or Children's Hospital Confinement Indemnity Rider, then this rider can also be maintained under that person's coverage.

If your Critical Illness Rider does not include a PORTABILITY FOLLOWING DEATH OR DIVORCE provision, then the provision above is added to the rider.

The following provision is added to the rider:

# MINNESOTA CONTINUATION WHEN YOUR CHILD NO LONGER MEETS THE DEFINITION OF CHILD

If your child's coverage is being maintained under the Children's Hospital Confinement Indemnity Rider due to no longer meeting the definition of Child, then this rider can also be maintained under your child's coverage.

Any references to Portability in the BENEFIT PAYMENTS provision on the Critical Illness Rider are replaced by the following:

For MINNESOTA CONTINUATION FOLLOWING DEATH OR DIVORCE or MINNESOTA CONTINUATION WHEN YOUR CHILD NO LONGER MEETS THE DEFINITION OF CHILD, benefits are payable according to the BENEFIT PAYMENTS provisions in the Spouse Hospital Confinement Indemnity Rider and Children's Hospital Confinement Indemnity Rider.

If your Critical Illness Rider does not include references to Portability in the BENEFIT PAYMENTS provision, then the above statements are added to the BENEFIT PAYMENTS provision on the rider.

#### V. EFFECTIVE DATE

This endorsement is effective for you on or after the later of the following dates:

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

Melissa A. O'Donnell Secretary

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#### ReliaStar Life Insurance Company

20 Washington Avenue South Minneapolis, Minnesota 55401 (612) 372-5432

# NOTICE CONCERNING POLICYHOLDER RIGHTS IN AN INSOLVENCY UNDER THE MINNESOTA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION LAW

If the insurer or health maintenance organization that issued your life, annuity or health insurance policy becomes impaired or insolvent, you are entitled to compensation for your policy or contract from the assets of that insurer. The amount you recover will depend on the financial condition of the insurer or the health maintenance organization.

In addition, residents of Minnesota who purchase life insurance, annuities, health insurance, or health maintenance coverage from insurance companies authorized to do business in Minnesota are protected, SUBJECT TO LIMITS AND EXCLUSIONS, in the event the insurer or health maintenance organization becomes financially impaired or insolvent. This protection is provided by the Minnesota Life and Health Insurance Guaranty Association.

For purposes of this notice, the terms "insurance company" and "insurer" include health maintenance organizations.

Minnesota Life and Health Insurance Guaranty Association 3300 Wells Fargo Center 90 South Seventh Street Minneapolis, Minnesota 55402 Telephone: (612) 322-8713

The maximum amount the Guaranty Association will pay for all policies or contracts issued on one life by the same insurer or health maintenance organization is limited to \$500,000. Subject to this \$500,000 limit, the Guaranty Association will pay up to \$500,000 in life insurance death benefits, \$130,000 in net cash surrender and net cash withdrawal values for life insurance, \$500,000 in health insurance, health maintenance organization, and long-term care benefits, including any net cash surrender and net cash withdrawal values, \$500,000 in disability income insurance, \$250,000 in annuity net cash surrender and net cash withdrawal values, \$410,000 in the present value of annuity benefits for annuities which are part of a structured settlement or for annuities in regard to which periodic annuity benefits, for a period of not less than the annuitant's lifetime or for a period certain of not less than ten years, have begun to be paid on or before the date of impairment or insolvency, or if no coverage limit has been specified for a covered policy or benefit, the coverage limit shall be \$500,000 in present value. Unallocated annuity contracts issued to retirement plans, other than defined benefit plans, established under section 401, 403(b), or 457 of the Internal Revenue code of 1986, as amended through December 31, 1992, are covered up to \$250,000 in net cash surrender and net cash withdrawal values, for Minnesota residents covered by the plan provided, however, that the association shall not be responsible for more than \$10,000,000 in claims from all Minnesota residents covered by the plan. If total claims exceed \$10,000,000, the \$10,000,000 shall be prorated among all claimants. These are the maximum claim amounts. Coverage by the Guaranty Association is also subject to other substantial limitations and exclusions and requires continued residency in Minnesota. If your claim exceeds the Guaranty Association's limits you may still recover a part or all of that amount from the proceeds of the liquidation of the insolvent insurer, if any exist. Funds to pay claims may not be immediately available. The Guaranty Association assesses insurers and health maintenance organizations licensed to sell life and health insurance in Minnesota after the insolvency occurs. Claims are paid from this assessment.

Benefits provided by a long-term care rider to a life insurance policy or annuity contract shall be considered the same type of benefits as the base life insurance policy or annuity contract to which it relates.

THE COVERAGE PROVIDED BY THE GUARANTY ASSOCIATION IS NOT A SUBSTITUTE FOR USING CARE IN SELECTING INSURANCE COMPANIES THAT ARE WELL MANAGED AND FINANCIALLY STABLE. IN SELECTING AN INSURANCE COMPANY CONTRACT OR POLICY, YOU SHOULD NOT RELY ON COVERAGE BY THE GUARANTY ASSOCIATION.

THIS NOTICE IS REQUIRED BY MINNESOTA STATE LAW TO ADVISE POLICYHOLDERS OF LIFE, ANNUITY, HEALTH INSURANCE, OR HEALTH MAINTENANCE ORGANIZATION POLICIES AND CONTRACTS OF THEIR RIGHTS IN THE EVENT THEIR INSURANCE CARRIER BECOMES FINANCIALLY IMPAIRED OR INSOLVENT. THIS NOTICE IN NO WAY IMPLIES THAT THE COMPANY CURRENTLY HAS ANY TYPE OF FINANCIAL PROBLEMS. ALL LIFE, ANNUITY, HEALTH INSURANCE, AND HEALTH MAINTENANCE ORGANIZATION POLICIES AND CONTRACTS ARE REQUIRED TO PROVIDE THIS NOTICE.

R-08221c 5/2020

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**

This endorsement is effective for you on or after the later of the following dates:

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

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 earliest 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

This endorsement is effective for you on or after the later of the following dates:

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

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Melissa A. O'Donnell Secretary

R-08873MULTI Compass

# NOTICE OF PROTECTION PROVIDED BY NORTH DAKOTA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a brief summary of the North Dakota Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under North Dakota 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 North Dakota law, with funding from assessments paid by other insurance companies. For purposes of this notice, the terms "insurance company" and "insurer" include health maintenance organizations (HMOs).

The protections provided by the Association are based on contract obligations up to the following amounts:

- Life Insurance
  - > \$300.000 in death benefits
  - > \$100,000 in cash surrender or withdrawal values
- Health Insurance
  - > \$500,000 for health benefit plans (see definition below)
  - > \$300,000 in disability income insurance benefits
  - > \$300,000 in long term care insurance benefits
  - > \$100,000 in other types of health insurance benefits
- Annuities
  - > \$250,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values

The maximum amount of protection for each individual, regardless of type of coverage, is \$300,000; however, may be up to \$500,000 with regard to health benefit plans.

"Health benefit plan" is defined in North Dakota Century Code Section 26.1-38.1-02(10) and generally includes hospital or medical expense policies, contracts or certificates, or HMO subscriber contracts that provide comprehensive forms of coverage for hospitalization or medical services, but excludes policies that provide coverages for limited benefits (such as dental-only or vision-only insurance), Medicare Supplement insurance, disability income insurance, and long-term care insurance (LTC).

Benefits provided by a long-term care (LTC) rider to a life insurance policy or annuity contract shall be considered the same type of benefits as the base life policy or annuity contract to which it relates.

**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. If coverage is available, it will be subject to substantial limitations. There are also various residency requirements and other limitations under North Dakota law. To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at <a href="www.ndlifega.org">www.ndlifega.org</a>, or contact:

North Dakota Life and Health Insurance Guaranty Association P.O. Box 2422 Fargo, North Dakota 58108

North Dakota Insurance Department 600 East Boulevard Avenue, Dept. 401 Bismarck, ND 58505

41389d (03/21)

#### **COMPLAINTS AND COMPANY FINANCIAL INFORMATION**

A written complaint to allege a violation of any provision of the Life and Health Insurance Guaranty Association Act must be filed with the North Dakota Insurance Department, 600 East Boulevard Avenue, Dept. 401, Bismarck, North Dakota, 58505; telephone (701) 328-2440. Financial information for an insurance company, if the information is not proprietary, is available at the same address and telephone number and on the Insurance Department website at <a href="https://www.nd.gov/ndins">www.nd.gov/ndins</a>.

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

41389d (03/21)

# NOTICE OF PROTECTION PROVIDED BY PENNSYLVANIA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a **brief summary** regarding the protections provided to the policyholders by the Pennsylvania Life and Health Insurance Guaranty Association ("the Association"). This protection was created under Pennsylvania 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 member life, annuity, or health insurance company, RANLI PPO, hospital plan corporation, professional health services plan corporation or health maintenance organization (member insurer) becomes financially unable to meet its obligations. If this should happen, the Association will typically arrange to provide coverage, pay claims, or otherwise provide protection in accordance with Pennsylvania law. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting companies that are well managed and financially stable.

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, individuals will be protected by the Association if the member insurer was a member of the Association and the individual lives in Pennsylvania at the time the member insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees of such individuals.

# **Amounts of Coverage**

The basic coverage protections provided by the Association per insured in each insolvency are limited in the aggregate to \$300,000 (or \$500,000 in the case of health benefit plans), including specific limits for the following types of coverage but not in excess of the contractual obligations of the member insurer;

#### Life insurance:

• Up to \$300,000 in death benefits including up to \$100,000 in net cash surrender or withdrawal value.

# Accident, accident and health, or health insurance (including HMOs):

- Up to \$500,000 for health benefit plans, with some exceptions.
- Up to \$300,000 for disability income benefits.
- Up to \$300,000 for long-term care insurance benefits.
- Up to \$100,000 for all other types of health insurance.

# **Individual Annuities**

• Up to \$250,000 in the present value of benefits, including cash surrender and net cash withdrawal values.

## LIMITATIONS AND EXCLUSIONS FROM COVERAGE

The Association also does not provide coverage for:

• any policy or contract or portion of a policy or contract which is not guaranteed by the member 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 or increases based on an index that exceed an average rate specified by statute;
- dividends, experience rating credits, or credits given in connection with the administration of a policy or contract by a group contract holder;
- employers' plans that are self-funded (that is, not insured by member insurer, even if member insurer administers them);
- unallocated annuity contracts (which give rights to group contract holders, not individuals) other than in limited circumstances and amounts;
- certain contracts which establish benefits by reference to a portfolio of assets not owned by the member insurer: or
- policies providing health care benefits for Medicare Parts C or D coverage, for Medicaid or under the Pennsylvania program for Comprehensive Health Care for Uninsured Children.

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 Pennsylvania when it issued the policy or contract.
- If the person is provided coverage by the guaranty association of another state.
- A policy issued by 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 by an insurance exchange.

# **NOTICES**

Member insurers or their agents are required by law to give or send you this notice, and are prohibited by law from using the existence of the Association to induce you to purchase any kind of insurance or other coverage. Policyholders with additional questions should first contact their member insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at <a href="www.palifega.org">www.palifega.org</a>. You can obtain additional information from the Association by contacting it at the address below. You may also contact the Pennsylvania Insurance Department to file a complaint with the Pennsylvania Insurance Commissioner to allege a violation of any provisions of Pennsylvania laws and regulations relating to insurance including the law establishing the Association:

Pennsylvania Life and Health Insurance Guaranty Association 290 King of Prussia Road Radnor Station Building 2, Suite 218 Radnor, PA 19087 (610) 975-0572

Pennsylvania Insurance Department 1209 Strawberry Square Harrisburg, PA 17120 1-877-881-6388 www.insurance.pa.gov

The summary provided by this notice and on the Association's website do not limit or alter the more comprehensive and detailed provisions of the law and are subject to change without notice. The statements made herein are for information purposes only. The Association has not reviewed any specific policy, or verified the information provided regarding residency or other relevant factors. Moreover, whether coverage will be provided to any specific policyholder can only be determined by reference to the statute in effect, at the earliest, at the time that the member insurer is declared insolvent. No final determination of coverage can be made until a member insurer is declared insolvent and the specific factual and legal circumstances can be reviewed. Nothing contained herein is intended to guarantee coverage for any insured, or to bind the Association in any way. Finally, this summary and the Association's website are for general information purposes and should not be relied upon as legal advice.

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

This endorsement is effective for you on or after the later of the following dates:

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

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)

R-07053h Rev 3/02/2020

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 **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);
- 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 **not** 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 <a href="https://www.sdlifega.org">www.sdlifega.org</a>, 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 <a href="https://www.dlr.sd.gov/insurance">www.dlr.sd.gov/insurance</a>

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.

R-07053h Rev 3/02/2020

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

This endorsement is effective for you on or after the later of the following dates:

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

Melissa A. O'Donnell Secretary

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#### 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: <u>LifeClaims@voya.com</u>

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: www.tdi.texas.gov

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: <u>LifeClaims@voya.com</u>

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

R-07488d

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**

This endorsement is effective for you on or after the later of the following dates:

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

Melissa A. O'Donnell Secretary

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# 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

R-08674a (06/20)

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

This endorsement is effective for you on or after the later of the following dates:

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

Melissa A. O'Donnell Secretary

Umere

# **Wisconsin Complaint Notice**

# **KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS**

**PROBLEMS WITH YOUR INSURANCE?** – If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

ReliaStar Life Insurance Company Customer Service P.O. Box 20 Minneapolis, MN 55440-0020 1-877-236-7564

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can file a complaint electronically with the **OFFICE OF THE COMMISSIONER OF INSURANCE** 

at its website at <a href="http://oci.wi.gov/">http://oci.wi.gov/</a>, or by contacting:

Office of the Commissioner of Insurance Complaints Department
P.O. Box 7873

Madison, WI 53707-7873

1-800-236-8517
608-266-0103.

The Summary Plan Description on the following pages is provided to you at the request of the Policyholder. It is not part of the insurance certificate.	

Hospital Confinement Indemnity Insurance, no disability benefits

# SUMMARY PLAN DESCRIPTION

For a Plan of Insurance Underwritten by ReliaStar Life Insurance Company P.O. Box 122 Minneapolis, Minnesota 55440-0122

## Plan Name, Number and Name and Address of Plan Sponsor:

Petco Animal Supplies Stores, Inc. 73138-2CHI2 PETCO Animal Supplies Stores, Inc. 10850 Via Frontera San Diego, CA, 92127

# Name, Address, and Telephone Number of the Plan Administrator:

Tanya Ruyle, Benefits Operations Manager 654 Richland Hills Drive San Antonio, TX, 78245 888-435-7845

#### **Identification Numbers**

IRS Employer Identification Number: 33-0479906

Plan Number: 501

Agent for Legal Process: Plan Administrator

Trustees: None

Collective Bargaining or Multiple-Employer Agreements under which Plan is Established: None

Type of Administration: Records maintained by Policyholder.

Premium Payments: Premiums are 100% Policyholder paid.

Plan Year: February - January

Claim Procedures: Please refer to CLAIM PROCEDURES section(s).

Statement of ERISA Rights: Please refer to STATEMENT OF ERISA RIGHTS section.

Eligibility and Circumstances Limiting Eligibility: As described in the Certificate of insurance.

**Type of Plan:** As described in the Certificate of insurance.

Benefits in Plan: As described in the Certificate of insurance.

Amendment or Termination of Plan: The Plan Sponsor makes no promise to continue these benefits in the future and rights to future benefits will never vest. The Plan Sponsor reserves the right to amend, modify, revoke or terminate the plan, in whole or part, at any time. ReliaStar Life Insurance Company's policy may be amended or terminated as set forth in the Policy.

Benefits, Rights, and Obligations after Termination: As described in the Certificate of insurance.

# SUMMARY PLAN DESCRIPTION

#### CLAIM PROCEDURES FOR HOSPITAL CONFINEMENT INDEMNITY INSURANCE

- 1) Information regarding claim submission may be obtained from the Plan Administrator or Human Resource Department.
- 2) ReliaStar Life Insurance Company (ReliaStar Life) will process the claim and make payment or issue a denial notice.
- 3) Written notice of denial of a claim will be furnished to the claimant within 90 days after receipt of the claim. An extension of 90 days will be allowed for processing the claim if special circumstances are involved. The claimant will be given notice of any such extension. The notice will state the special circumstances involved and the date a decision is expected.
- 4) The notice of denial will be written in an understandable manner and include the following:
  - a. The specific reason(s) for the denial.
  - b. Specific reference to the provision which forms the basis of the denial.
  - c. A description of additional information, if any, which would enable a claimant to receive the benefits sought and an explanation of why it is needed.
  - d. An explanation of the claim review procedure, including the time limits applicable to such procedures and notice of the claimant's right to bring a civil action pursuant to Section 502(a) of ERISA following an adverse decision on appeal.
- 5) The claimant may request an appeal at any time during the 60-day period following receipt of the notice of denial of the claim.
- 6) ReliaStar Life will consider requests for an appeal of a denied claim upon written application of the claimant or his or her duly authorized representative. As part of the appeal, the claimant has the right, upon request and free of charge, to access or obtain copies of all documents, records and other information that is relevant to the claim for benefits. The claimant may, in the course of this appeal, submit to ReliaStar Life written comments, documents, records, and other information relating to the claim. ReliaStar Life will provide a full and fair review that takes into account all comments, documents, records and other information submitted by the claimant without regard to whether such information was submitted or considered in the initial benefit determination. Review of claim denials and final decisions on appeal are the responsibility of ReliaStar Life.
- 7) ReliaStar Life will provide the claimant with a written decision of the final determination of the claim. This decision will be written in an understandable way, state the specific reason(s) for the decision, and make specific reference to the provision(s) on which the decision is based. This decision will be issued as soon as practicable from the date of appeal, but not longer than 60 days unless an extension is needed. An extension of 60 days will be allowed for making this decision if special circumstances are present. The claimant will be given notice if this extension is necessary. If the decision on review is not received within these time limits, the claim may be considered denied. If the claimant receives an adverse benefit determination, the claimant will then have the right to bring a civil action pursuant to Section 502(a) of ERISA.
- 8) ReliaStar Life has final discretionary authority to determine all questions of eligibility and status, to interpret and construe the terms of this policy(ies) of insurance, and to make claim determinations.

## SUMMARY PLAN DESCRIPTION

#### STATEMENT OF ERISA RIGHTS

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

#### **Receive Information About Your Plan and Benefits**

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

#### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

# **Enforce Your Rights**

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

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

#### **Assistance with Your Questions**

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

