# YOUR ACCIDENT INSURANCE PLAN

For Employees of Brenntag North America, Inc.

# GROUP ACCIDENT INSURANCE CERTIFICATE OF COVERAGE RELIASTAR LIFE INSURANCE COMPANY

250 Marquette Avenue, Suite 900, Minneapolis, Minnesota 55401

Claims: 855-730-2902 Customer Service: 877-236-7564

**POLICYHOLDER:** Brenntag North America, Inc.

**GROUP POLICY NUMBER:** 71742-8CAC2

POLICY EFFECTIVE DATE: January 1, 2024

GOVERNING JURISDICTION: Pennsylvania

# THIS IS A LIMITED CERTIFICATE - READ IT CAREFULLY

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

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

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

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

#### **RENEWABILITY**

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

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

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

Exclusions may apply. Please read the Certificate carefully.

### RIGHT TO EXAMINE CERTIFICATE

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

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

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

Money

# **TABLE OF CONTENTS**

Section	Page
Cover Page	1
Table of Contents	2
Schedule of Benefits	3
Definitions	6
General Provisions.	9
Accident Benefits	13
Exclusions	18
Claims	18

#### Arizona Residents -

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

#### California residents:

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.

#### 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.

# SCHEDULE OF BENEFITS

**EMPLOYER:** Brenntag North America, Inc.

**GROUP POLICY NUMBER:** 71742-8CAC2

# **ELIGIBLE CLASS(ES)**

All Employees in Active Employment with the Employer in the United States.

You must be an Employee of the Employer and in an eligible class.

Temporary and seasonal workers are excluded from coverage.

#### MINIMUM HOURS REQUIREMENT

Employees: 30 hours per week.

#### **ELIGIBILITY WAITING PERIOD FOR UNION 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 NON-UNION EMPLOYEES**

Persons in an eligible class on or before the Policy effective date: End of the month in which you begin Active Employment.

Persons entering an eligible class after the Policy effective date: End of the month in which you begin Active Employment.

#### WAIVER OF ELIGIBILITY WAITING PERIOD

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

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

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

# WHO PAYS FOR THE COVERAGE

You pay the cost of your coverage.

#### **ACCIDENT BENEFITS**

# **ACCIDENT HOSPITAL CARE**

Surgery - open abdominal, thoracic \$1,500
Surgery - exploratory or without repair \$200
Blood, Plasma, Platelets \$625
Hospital Admission \$1,750
Hospital Confinement \$275
Critical Care Unit (CCU) Confinement \$450

Rehabilitation Facility Confinement \$200

Coma \$18,500

Transportation \$800

Lodging \$200

# **ACCIDENT CARE**

Initial Doctor Visit \$100
Urgent Care Facility Treatment \$250
Emergency Room Treatment \$250

Ambulance

Ground \$400 Air \$2,000

Follow-Up Doctor Treatment \$100

Medical Equipment \$275

Physical or Occupational Therapy \$100

Speech Therapy \$100

Prosthetic Device - one \$1,250

Prosthetic Device - 2 or more \$2,000

Major Diagnostic exams

CT (computerized tomography) or CAT

scan (computerized axial tomography) \$300

MRI (magnetic resonance imaging) \$300 EEG (electroencephalogram) \$300

PET (positron emission tomography) \$300

scan

X-ray \$200

# **COMMON INJURIES**

#### **Burns**

2<sup>nd</sup> degree - at least 36% of the

body \$1,500

3<sup>rd</sup> degree - at least 9 but less than

35 square inches of the body \$8,500

3rd degree - 35 or more square

inches

of the body \$20,000

Skin Grafts 50% of Burn Benefit

**Emergency Dental Work** 

Crown \$400 Extraction \$125 Eye Injury

Surgery \$400 Removal of foreign object \$110

Torn Knee Cartilage

Surgery with no repair or if

cartilage is shaved \$250 Surgical repair \$900

Laceration (total of all lacerations)

treated, no sutures \$50 sutures, up to 2 inches \$90 sutures, 2 to 6 inches \$350 sutures, over 6 inches \$750

Ruptured Disk - surgical repair \$900

Tendon/Ligament/Rotator Cuff

One, surgical repair \$925

2 or more, surgical repair \$1400

**Exploratory Arthroscopic** 

Surgery

with no repair \$600

Concussion \$275

**Paralysis** 

Quadriplegia \$27,000 Paraplegia \$18,000

Dislocations (closed & open reduction)	Closed Reduction /Open Reduction
Hip Joint	\$4,000/\$8,000
Knee	\$2,500/\$5,000
Ankle or Foot Bone(s) other than	
toes	\$1,700/\$3,400
Shoulder	\$2,200/\$4,400
Elbow	\$1,760/\$3,520
Wrist	\$1,760/\$3,520
Finger/Toe	\$300/\$600
Hand Bone(s) other than fingers	\$1,250/\$2,500
Lower Jaw	\$1,250/\$2,500
Collarbone	\$1,720/\$3,440
Partial Dislocations	25% of Closed Reduction Amount

Fractures (closed & open reduction)	Closed Reduction/ Open Reduction
Hip	\$6,000/\$12,000
Leg	\$2,800/\$5,600
Ankle	\$2,500/\$5,000
Kneecap	\$2,500/\$5,000
Foot (excluding toes, heel)	\$2,500/\$5,000
Upper Arm	\$2,750/\$5,500
Forearm, Hand, Wrist (except fingers)	\$2,500/\$5,000
Finger, Toe	\$1,000/\$2,000
Vertebral Body	\$4,200/\$8,400
Vertebral Processes	\$2,680/\$5,360
Pelvis (except Coccyx)	\$4,000/\$8,000
Соссух	\$560/\$1,120
Bones of Face (except nose)	\$1,600/\$3,200
Nose	\$1,360/\$2,720
Upper Jaw	\$1,750/\$3,500
Lower Jaw	\$2,000/\$4,000
Collarbone	\$2,000/\$4,000
Rib or Ribs	\$2,000/\$4,000
Skull - simple (except bones of face)	\$1,750/\$3,500
Skull - depressed (except bones of face)	\$5,000/\$10,000
Sternum	\$1,150/\$2,300
Shoulder Blade	\$2,500/\$5,000
Chip Fractures	25% of Closed Reduction Amount

# **ADDITIONAL BENEFIT(S)**

Sports Accident Benefit An additional 25% of the Accident Hospital Care, Accident Care, or

Common Injuries benefit amount listed above, up to a maximum

benefit of \$1,000.

# **DEFINITIONS**

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

Active Employment means you are working for the Employer for earnings that are paid regularly and you are performing the material and substantial duties of your regular occupation. You must be working at least the

minimum number of hours as described under the MINIMUM HOURS REQUIREMENT shown in the SCHEDULE OF BENEFITS.

Your work site must be one of the following:

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

Normal vacation is considered Active Employment.

Temporary and seasonal workers are excluded from coverage.

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

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

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

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

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

# Covered Accident means an Accident that:

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

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

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

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

# **Dislocation** means a separated joint.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Organized Sporting Activity** means a competition or supervised organized practice for a competition. The competition must be governed by a set of written rules, be officiated by someone certified to act in that capacity, and overseen by a legal entity such as a public school system or sports conference. The legal entity must have a set of bylaws and competition must be on a regulation playing surface. Participation must be on an amateur basis.

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

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

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

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

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

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

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

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

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

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

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

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

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

# **GENERAL PROVISIONS**

# **ELIGIBILITY**

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

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

#### EFFECTIVE DATE OF COVERAGE

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

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

#### **TERMINATION OF COVERAGE**

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

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

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

#### **POLICY TERMINATION**

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

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

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

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

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

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

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

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

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

#### **PORTABILITY**

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

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

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

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

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

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

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

# **GRACE PERIOD**

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

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

# TIME LIMIT ON CERTAIN DEFENSES

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

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

#### **CLERICAL ERROR**

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

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

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

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

# **ASSIGNMENT**

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

#### **AGENCY**

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

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

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

#### **CHANGES TO POLICY OR CERTIFICATE**

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

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

# **ACCIDENT BENEFITS**

#### **ACCIDENT HOSPITAL CARE BENEFITS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# **ACCIDENT CARE BENEFITS**

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

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

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

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

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

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

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

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

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

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

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

- Hearing aids.
- Dental aids including false teeth.

- Eye-glasses.
- Artificial joints.
- · Cosmetic prostheses such as hair wigs.

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

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

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

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

#### **COMMON INJURIES BENEFITS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# ADDITIONAL BENEFIT(S)

**Sports Accident Benefit:** An additional percentage of the Accident Hospital Care, Accident Care or Common Injuries benefit amount is payable if the Covered Accident is the result of an Organized Sporting Activity.

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

# **EXCLUSIONS**

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

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

# **CLAIMS**

## **NOTICE OF CLAIM**

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

#### **CLAIM FORM**

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

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

# **PROOF OF LOSS**

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

# PHYSICAL EXAMINATION

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

#### **BENEFIT PAYMENTS**

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

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

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

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

"Spouse" in this provision means your lawful spouse.

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

#### **LEGAL ACTION**

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

# SPOUSE ACCIDENT RIDER

# RELIASTAR LIFE INSURANCE COMPANY

250 Marquette Avenue, Suite 900, Minneapolis, Minnesota 55401

**POLICYHOLDER:** Brenntag North America, Inc.

**GROUP POLICY NUMBER:** 71742-8CAC2

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

# **CONTENTS**

Section	Page
Schedule of Benefits	1
Definitions	1
General Provisions	1
Accident Benefits	2
Exclusions	2
Claims	3

# **SCHEDULE OF BENEFITS**

#### WHO PAYS FOR THE COVERAGE

You pay the cost of coverage under this rider.

## **ACCIDENT BENEFITS**

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

#### **DEFINITIONS**

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

**Spouse** means your lawful spouse.

# **GENERAL PROVISIONS**

## **ELIGIBILITY**

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

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

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

#### **EFFECTIVE DATE**

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

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

#### **TERMINATION**

This rider terminates on the earliest of the following:

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

# **PORTABILITY**

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

#### PORTABILITY FOLLOWING DEATH OR DIVORCE

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

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

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

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

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

#### **ACCIDENT BENEFITS**

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

#### **EXCLUSIONS**

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

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

# **CLAIMS**

# **NOTICE OF CLAIM**

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

#### **CLAIM FORM**

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

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

#### PROOF OF LOSS

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

# PHYSICAL EXAMINATION

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

#### **BENEFIT PAYMENTS**

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

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

#### **LEGAL ACTION**

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

Executed at our Home Office: 250 Marquette Avenue, Suite 900 Minneapolis, MN 55401

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

11mell

# CHILDREN'S ACCIDENT RIDER

# RELIASTAR LIFE INSURANCE COMPANY

250 Marquette Avenue, Suite 900, Minneapolis, Minnesota 55401

**POLICYHOLDER:** Brenntag North America, Inc.

**GROUP POLICY NUMBER:** 71742-8CAC2

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

# **CONTENTS**

Section	Page
Schedule of Benefits	1
Definitions	1
General Provisions	2
Accident Benefits	3
Exclusions	3
Claims	4

# **SCHEDULE OF BENEFITS**

#### WHO PAYS FOR THE COVERAGE

You pay the cost of coverage under this rider.

#### **ACCIDENT BENEFITS**

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

# **DEFINITIONS**

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

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

- Your natural or adopted child (including a child placed for adoption).
- Your stepchild.
- Your foster child or a child or grandchild for whom you are a legal guardian.

The child must also meet all of the following conditions:

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

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

**Spouse** means your lawful spouse.

# **GENERAL PROVISIONS**

## **ELIGIBILITY**

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

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

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

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

#### **EFFECTIVE DATE**

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

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

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

# **TERMINATION**

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

- The date this rider terminates.
- The 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 satisfactory to us that the incapacity is continuing.

This rider terminates on the earliest of the following:

- The date your Certificate terminates.
- The date this rider is terminated for all Insured Persons under the Policy.
- The 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 Accident Rider, then this rider can be continued under your Spouse's coverage. Following portability of this rider, Children may be covered only if they would have been eligible for coverage under the eligibility rules in force prior to the death of the Employee.

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

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

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

#### **ACCIDENT BENEFITS**

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

# **EXCLUSIONS**

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

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

#### CLAIMS

# **NOTICE OF CLAIM**

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

#### **CLAIM FORM**

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

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

#### PROOF OF LOSS

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

# PHYSICAL EXAMINATION

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

# **BENEFIT PAYMENTS**

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

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

#### **LEGAL ACTION**

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

RL-ACC3-CHR-19-PA 4 CHR-9711 (09/23)

Executed at our Home Office: 250 Marquette Avenue, Suite 900 Minneapolis, MN 55401

> Robert L. Grubka President

Melissa A. O'Donnell Secretary

# CONTINUATION OF INSURANCE RIDER RELIASTAR LIFE INSURANCE COMPANY

250 Marquette Avenue, Suite 900, Minneapolis, Minnesota 55401

**POLICYHOLDER:** Brenntag North America, Inc.

**GROUP POLICY NUMBER:** 71742-8CAC2

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

# **CONTENTS**

Section	Page
Definitions	1
General Provisions	1
Continuation of Insurance	2

# **DEFINITIONS**

#### Covered Person means:

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

**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 Accident 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 Accident 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 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.

#### Sickness or Injury

If you are on a Leave of Absence due to your sickness or injury, then insurance coverage for all Covered Persons may be continued until the last day of the month which next follows the date which is 3 months after the date you stopped Active Employment.

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

#### Military Leave

If you are on a Leave of Absence for active military service as described under the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") and applicable state law, then insurance coverage for all Covered Persons may be continued until the last day of the month which next follows the date which is 3 months after the date you stopped Active Employment.

This continuation of coverage includes all riders that were in effect on the date before the 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 in Active Employment.
- The date of your death.

- The date you become covered under another group accident insurance policy as an employee or member.
- The date the Policy terminates.
- 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:

- · Accident 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 any 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: 250 Marquette Avenue, Suite 900 Minneapolis, MN 55401

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

Umere

# **WELLNESS BENEFIT RIDER**

# RELIASTAR LIFE INSURANCE COMPANY

250 Marquette Avenue, Suite 900, Minneapolis, Minnesota 55401

**POLICYHOLDER:** Brenntag North America, Inc.

**GROUP POLICY NUMBER:** 71742-8CAC2

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

# **CONTENTS**

Section	Page
Schedule of Benefits	1
Definitions	2
General Provisions	2
Benefits	3
Exclusions	3
Claims	3

# **SCHEDULE OF BENEFITS**

#### WHO PAYS FOR THE COVERAGE

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

# **WELLNESS BENEFIT**

You: \$50 Your Spouse: \$50

Your Children: 100% of your wellness benefit

amount of \$50 for all Children in

one calendar year

# **DEFINITIONS**

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

## **Covered Person** means:

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

#### **GENERAL PROVISIONS**

#### **ELIGIBILITY**

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

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

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

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

#### **EFFECTIVE DATE**

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

#### **TERMINATION**

This rider will terminate on the earliest of the following:

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

# **PORTABILITY**

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

# PORTABILITY FOLLOWING DEATH OR DIVORCE

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

# **ASSIGNMENT**

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

#### **BENEFITS**

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

A wellness benefit is payable only once per calendar year per Covered Person.

Health screening tests include, but are not limited to:

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

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

#### **EXCLUSIONS**

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

## **CLAIMS**

The PHYSICAL EXAMINATION provision does not apply to this rider.

#### NOTICE OF CLAIM

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

#### **CLAIM FORM**

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

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

## **PROOF OF LOSS**

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

#### **BENEFIT PAYMENTS**

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

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

#### **LEGAL ACTION**

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

Executed at our Home Office: 250 Marquette Avenue, Suite 900 Minneapolis, MN 55401

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

Money

# **ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) RIDER**

# RELIASTAR LIFE INSURANCE COMPANY

250 Marquette Avenue, Suite 900, Minneapolis, Minnesota 55401

**POLICYHOLDER:** Brenntag North America, Inc.

**GROUP POLICY NUMBER:** 71742-8CAC2

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

#### **CONTENTS**

Section	Page
Schedule of Benefits	1
Definitions	2
General Provisions	2
AD&D Benefits	3
Exclusions	4
Claims	5

#### **SCHEDULE OF BENEFITS**

#### WHO PAYS FOR THE COVERAGE

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

#### **AD&D BENEFITS**

#### **Accidental Death**

You: \$100,000 Your Spouse: \$40,000 Your Children: \$20,000

#### **Common Carrier**

You: \$200,000 Your Spouse: \$100,000 Your Children: \$50,000

#### **Dismemberment**

Loss of both hands or both feet	\$40,000
or the sight in both eyes:	
Loss of one hand or one foot	\$30,000
AND the sight in one eye	
Loss of one hand AND one foot	\$30,000
Loss of one hand OR one foot	\$15,000
Loss of two or more fingers or toes	\$2,500
Loss of one finger or toe	\$1,500

#### **DEFINITIONS**

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

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

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

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

#### **GENERAL PROVISIONS**

#### **ELIGIBILITY**

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

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

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

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

#### **EFFECTIVE DATE**

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

#### **TERMINATION**

This rider will terminate on the earliest of the following:

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

#### **PORTABILITY**

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

#### PORTABILITY FOLLOWING DEATH OR DIVORCE

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

#### AD&D BENEFITS

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

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

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

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

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

## "Loss" means the physical loss of:

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

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

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

#### **EXCLUSIONS**

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

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

#### CLAIMS

#### **NOTICE OF CLAIM**

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

#### **CLAIM FORM**

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

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

#### **PROOF OF LOSS**

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

#### **FILING A CLAIM**

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

#### PHYSICAL EXAMINATION AND AUTOPSY

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

#### **BENEFIT PAYMENTS**

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

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

#### **LEGAL ACTION**

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

Executed at our Home Office: 250 Marquette Avenue, Suite 900 Minneapolis, MN 55401

Robert L. Grubka President

Raht S. hell

Melissa A. O'Donnell Secretary

Umell

# CATASTROPHIC ACCIDENT RIDER

# RELIASTAR LIFE INSURANCE COMPANY

250 Marquette Avenue, Suite 900, Minneapolis, Minnesota 55401

**POLICYHOLDER:** Brenntag North America, Inc.

**GROUP POLICY NUMBER:** 71742-8CAC2

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

# **CONTENTS**

Section	Pag
Schedule of Benefits	1
Definitions	2
General Provisions	2
Catastrophic Accident Benefits	3
Home/Vehicle Modification Benefits	4
Exclusions	4
Claims	5

# **SCHEDULE OF BENEFITS**

#### WHO PAYS FOR THE COVERAGE

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

#### CATASTROPHIC ACCIDENT BENEFIT

You: \$80,000

Your Spouse: \$40,000

Your Children: \$20,000

Any Paralysis benefit paid for the same Covered Accident will be subtracted from the Catastrophic Accident benefit.

Any AD&D dismemberment benefit paid for the same Covered Accident will be subtracted from the Catastrophic Accident benefit.

#### EMPLOYEE CATASTROPHIC ACCIDENT BENEFIT REDUCTIONS

Your Catastrophic Accident benefit amount will decrease as follows:

- To 50% on the Policy anniversary that is on or next follows your 65<sup>th</sup> birthday.
- To 25% on the Policy anniversary that is on or next follows your 70th birthday.

## SPOUSE CATASTROPHIC ACCIDENT BENEFIT REDUCTIONS

Your Spouse's Catastrophic Accident benefit amount will decrease as follows:

- To 50% on the Policy anniversary that is on or next follows your 65<sup>th</sup> birthday.
- To 25% on the Policy anniversary that is on or next follows your 70<sup>th</sup> birthday.

#### **HOME MODIFICATION BENEFIT**

\$1,250

#### **VEHICLE MODIFICATION BENEFIT**

\$1,250

#### **DEFINITIONS**

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

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

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

#### **GENERAL PROVISIONS**

#### **ELIGIBILITY**

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

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

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

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

#### **EFFECTIVE DATE**

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

#### **TERMINATION**

This rider will terminate on the earliest of the following:

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

#### **PORTABILITY**

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

#### PORTABILITY FOLLOWING DEATH OR DIVORCE

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

#### CATASTROPHIC ACCIDENT BENEFIT

We will pay this benefit (refer to the SCHEDULE OF BENEFITS) to you if the loss as described below occurs within 365 days of a Covered Accident. This benefit is payable at the end of the 365 day period following a Covered Accident. The Covered Person must be receiving the appropriate care of a Doctor during the 365 day period following a Covered Accident, and the Covered Person must be alive at the end of the 365 day period. This benefit is payable once per lifetime for each Covered Person.

While the Covered Person must be covered under the Policy at the time of the Covered Accident, the Covered Person does not need to be covered at the time this benefit is paid. The benefit amount is based on your age at the time of the Covered Accident. The benefit amount reduces as shown on the SCHEDULE OF BENEFITS.

Losses for this benefit are limited to the total and permanent loss of any of the following:

- Both hands or both feet.
- The use of both arms or both legs.
- One hand and one foot.
- One arm and one leg.
- The sight of both eyes.
- Hearing in both ears.

The ability to speak.

"Loss" means physical loss or loss of function:

- Of the hand through or above the wrist joint.
- Of the foot through or above the ankle joint.
- Of the entire arm from the shoulder to the hand.
- Of the entire leg from the hip to the foot.
- Of sight by total and permanent loss of sight.
- Of hearing by deafness in both ears that cannot be corrected to any functional degree by any procedure, aid or device.
- Of speech by the loss of audible communication such that it cannot be corrected to any functional degree by any procedure, aid or device.

#### HOME AND/OR VEHICLE MODIFICATION BENEFITS

We will pay a benefit (refer to the SCHEDULE OF BENEFITS) to you if modifications are prescribed in writing by a Doctor to be made to a Covered Person's principal place of residence and/or vehicle due to a Covered Accident for which benefits are paid under the catastrophic Accident benefit. The Doctor's written prescription must be made within 180 days of the Covered Accident. The home modification benefit is payable once per lifetime for each Covered Person. The vehicle modification benefit is payable once per lifetime for each Covered Person.

#### **EXCLUSIONS**

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

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

The catastrophic Accident benefit is not payable if the Covered Person is in a Coma at the end of the 365 day period following a Covered Accident.

#### CLAIMS

#### NOTICE OF CLAIM

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

#### **CLAIM FORM**

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

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

#### PROOF OF LOSS

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

#### PHYSICAL EXAMINATION

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

We may require an autopsy in case of death, at our expense, where it is not prohibited by law.

#### **BENEFIT PAYMENTS**

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

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

#### **LEGAL ACTION**

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

Executed at our Home Office: 250 Marquette Avenue, Suite 900 Minneapolis, MN 55401

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

Umere

RL-ACC3-CAR-19-PA 6 CAR-9711 (09/23)

# ADDITIONAL SERVICES RIDER

# RELIASTAR LIFE INSURANCE COMPANY

250 Marquette Avenue, Suite 900, Minneapolis, Minnesota 55401

**POLICYHOLDER:** Brenntag North America, Inc.

**GROUP POLICY NUMBER:** 71742-8CAC2

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

# **NOTICE OF ADDITIONAL SERVICES**

ReliaStar Life Insurance Company ("we," "us," "our") and the Policyholder may agree to additional services provided by third party vendors. Charges for these additional services and all or a portion of the cost for these additional services may be remitted to us by the Policyholder or directly billed to the insured person as agreed to by the Policyholder. Third party vendors are solely liable for providing additional services. We will not be responsible for third party vendors providing or failing to provide the additional services to eligible individuals. Further, we will not be liable to eligible individuals for the negligent provision of the additional services by third party vendors. We may discontinue additional services with 30 days prior Written notice to the Policyholder.

Executed at our home office: 250 Marquette Avenue, Suite 900 Minneapolis, MN 55401

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

# RELIASTAR LIFE INSURANCE COMPANY Minneapolis, Minnesota

# ALASKA CERTIFICATE ENDORSEMENT

for Group Accident 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 the following:

**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. 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 and 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. ACCIDENT BENEFITS**

If the time period between the Covered Accident and **Surgery** in your Certificate is less than 5 days, then this time period is changed to be 5 days.

If the time period between the Covered Accident and the prescription and use of **Medical Equipment** in your Certificate is less than 5 days, then this time period is changed to be 5 days.

If your Certificate includes an **Outpatient Surgery** benefit and the time period between the Covered Accident and the surgery is less than 5 days, then this time period is changed to be 5 days.

#### IV. EXCLUSIONS

If your Certificate and any riders have an exclusion for alcoholism or drug abuse, then that exclusion is changed to the following:

• Alcoholism, drug abuse, or taking of drugs, other than under the direction of a Doctor.

If your Certificate and 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 and any riders have an exclusion related to recreational activities, then that exclusion is changed to the following:

• Engaging in hang-gliding, bungee jumping, parachuting, sailgliding, parasailing, parakiting or kitesurfing.

#### V. OFF JOB ACCIDENT DISABILITY INCOME RIDER

If your Certificate includes the Off Job Accident Disability Income Rider, then the OVERPAID CLAIMS provision is changed to the following:

#### OVERPAID CLAIMS

We have the right to recover any overpayments we make under this Off Job Accident Disability Income Rider within 90 days after any overpayment was made. You must reimburse us in full. We will determine the method by which the repayment is to be made. We will not recover more money than the amount we paid you. However, we reserve the right to recover any prior or current overpayment from any past, current or new payable disability claim under this rider.

#### VI. 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.

# **ReliaStar Life Insurance Company**

250 Marquette Avenue, Suite 900, Minneapolis, MN 55401

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

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

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

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

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

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

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

R-08247b (06/23)

# 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 Accident 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 PAGE

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

Notice to Buyer: This is an Accident-only Certificate and it does not pay benefits for loss from Sickness. Review your Certificate carefully.

#### RENEWABILITY

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

#### **II. 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 alcoholism or drug abuse, then that exclusion is replaced by the following:

· Alcoholism or drug addiction.

If your Certificate and any riders contain an exclusion for riding in or driving any motor-driven vehicle in a race, stunt show or speed test, then that exclusion does not apply.

If your Certificate and any riders contain an exclusion related to aviation, then that exclusion is replaced by the following:

Aviation for wage or profit. Flying as a fare-paying passenger is not excluded.

If your Certificate and any riders contain any exclusions for recreational activities or competitive athletic contests, then those exclusions do not apply.

# III. ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) RIDER

If your Certificate includes the AD&D Rider, and the Accidental Death benefit amount for Children is less than \$1,000, then that benefit amount is changed to \$1,000.

If your Certificate includes the AD&D Rider, and the Dismemberment benefit for loss of two or more fingers or toes is less than \$1,000, then that benefit amount is changed to \$1,000.

If your Certificate includes the AD&D Rider, and the Dismemberment benefit for loss of one finger or toe is less than \$500, then that benefit amount is changed to \$500.

## IV. SICKNESS HOSPITAL CONFINEMENT RIDER

If your Certificate includes the Sickness Hospital Confinement Rider with a definition of Pre-Existing Condition, and that definition contains a time period of less than 6 months, then the time period in that definition is changed to 6 months.

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

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

#### **VI. 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

# RELIASTAR LIFE INSURANCE COMPANY Minneapolis, Minnesota

#### **ACCIDENT-ONLY 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 the coverage. This 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 the Policyholder, you, and ReliaStar Life Insurance Company. It is, therefore, important that you READ YOUR CERTIFICATE CAREFULLY!

Accident-only coverage is designed to provide, to persons insured, coverage for certain losses resulting from a covered accident ONLY, subject to any limitations contained in the policy. Coverage is not provided for basic hospital, basic medical-surgical, or major medical expenses.

The policy provides benefits if a covered person receives any of the services or meets any of the conditions included in the "Schedule of Benefits" as a result of injuries received in a covered accident. The general categories of benefits are: Accident Hospital Care, Accident Care and Common Injuries. A partial listing of losses follows. Please consult your certificate and riders for specific information about how these terms are used, any requirements that describe qualifying for a particular loss, and the benefit amounts. 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.

- Accident Hospital Care includes: surgery; blood, plasma, platelets; hospital admission; hospital confinement; coma; transportation; and lodging. At the Policyholder's option, it may also include: critical care unit confinement, rehabilitation facility confinement; or family care benefits.
- Accident Care includes: medical equipment; physical or occupational therapy; and prosthetic devices. At the Policyholder's option, it may also include: initial doctor visit; urgent care facility treatment; emergency room treatment; ambulance benefits; follow-up doctor treatment, chiropractic care; speech therapy; major diagnostic exams; or x-rays.
- Common Injuries includes: burns; skin grafts; emergency dental work; eye injuries; torn knee cartilage; lacerations; ruptured disk; tendon/ligament/rotator cuff; concussion; paralysis; dislocations and fractures.

Accident-only 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, and there is generally a requirement that services or conditions be met within a certain time period following a covered accident. The Policyholder may also choose to have an eligibility waiting period, during which time no coverage is in force. **Riders may have benefit reductions or termination provisions based on age.** 

The exclusions that apply to all provisions for Accident-only 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.

#### Exclusions in the certificate:

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

- Participation in a felony.
- Suicide, attempted suicide or any intentionally self-inflicted injury, while sane or insane.
- War or any act of war, whether declared or undeclared (other than acts of terrorism).
- Service in the armed forces or units auxiliary to it. We will refund, upon written notice of such service, any premium which has been
  accepted for any period not covered as a result of this exclusion.
- Alcoholism or drug addiction
- Aviation for wage or profit. Flying as a fare-paying passenger is not excluded.
- Any sickness or declining process caused by a sickness.

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 eligibility requirements for a spouse and children may include age limitations, as provided in the riders. If you pay all or part of the cost of coverage, then the enrollment materials you received also contain a description of any age restrictions under the policy.

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.

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.

## RELIASTAR LIFE INSURANCE COMPANY

Minneapolis, Minnesota

## MINNESOTA CONTINUATION CERTIFICATE ENDORSEMENT

for Group Accident Insurance or Group Limited Benefit 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 the coverage in your Certificate is called Group Limited Benefit Insurance, then all references in this endorsement to the "Spouse Accident Rider" mean the Spouse Limited Benefit Rider, and all references to the "Children's Accident Rider" mean the Children's Limited Benefit Rider.

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

If your Certificate includes an Adverse Outcome Accident Rider, then all references in this endorsement to "Catastrophic Accident Rider" mean the Adverse Outcome Accident Rider.

#### I. SPOUSE ACCIDENT RIDER

If your Certificate includes a Spouse Accident 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. Continued 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 accident 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 Accident 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 Accident 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 Accident 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 ACCIDENT RIDER

If your Certificate includes a Children's Accident 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 Accident Rider, then your Spouse may also elect continuation of this Children's Accident Rider at the same time. If you do not have an eligible Spouse insured under the Spouse Accident Rider at the time of your death, then each eligible Child insured under the Children's Accident 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 accident 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 Accident 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 Accident Rider:

#### MINNESOTA CONTINUATION FOLLOWING DIVORCE

If you divorce and your former spouse has elected Minnesota continuation under the Spouse Accident Rider, then this Children's Accident 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 accident 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 accident 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 Accident 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 Accident 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. CATASTROPHIC ACCIDENT RIDER

If your Certificate includes a Catastrophic Accident 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 is approved by us for Minnesota continuation under the Spouse Accident Rider, then this rider can also be continued under your Spouse's coverage.

If your Catastrophic Accident 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 Catastrophic Accident 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 the individual, and any accrued benefits unpaid at that person's death will be payable to that person's estate.

If your Catastrophic Accident 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. ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) RIDER

If your Certificate includes an Accidental Death & Dismemberment (AD&D) 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 is approved by us for Minnesota continuation under the Spouse Accident Rider, then this rider can also be continued under your Spouse's coverage.

If your AD&D 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 AD&D 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 the individual, and any accrued benefits unpaid at that person's death will be payable to that person's estate.

If your AD&D 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.

Mney

Melissa A. O'Donnell Secretary

# RELIASTAR LIFE INSURANCE COMPANY

Minneapolis, Minnesota

## MAINE CERTIFICATE ENDORSEMENT

for Group Accident 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

# RELIASTAR LIFE INSURANCE COMPANY Minneapolis, Minnesota

# MASSACHUSETTS CERTIFICATE ENDORSEMENT

for Group Accident 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

Umell,

# RELIASTAR LIFE INSURANCE COMPANY Minneapolis, Minnesota

#### MINNESOTA CERTIFICATE ENDORSEMENT

for Group Accident 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 includes a definition of Child or Children, then this definition is changed as follows:

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

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

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

#### II. GENERAL PROVISIONS

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

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

#### **III. EXCLUSIONS**

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

If any exclusion refers to illegal activity, then that exclusion is changed to the following:

• Participation or attempt to participate in a felony or illegal occupation.

If any exclusion refers to an Accident while intoxicated, then that exclusion is changed to the following:

• An Accident while you are operating a motorized vehicle while under the influence of alcohol as evidenced by a blood alcohol level in excess of the state legal intoxication limit. (Note: Under riders this refers to the Covered Person.)

If any exclusion refers to alcoholism or drug abuse, then that exclusion is changed to the following:

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

# IV. CHILDREN'S ACCIDENT RIDER

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

If the definition includes a minimum Child age of 14 days, then this minimum is changed to birth.

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

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

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

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

#### V. EFFECTIVE DATE

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.

Umell

Melissa A. O'Donnell Secretary

#### ReliaStar Life Insurance Company

250 Marquette Avenue, Suite 900 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 6/2023

# RELIASTAR LIFE INSURANCE COMPANY Minneapolis, Minnesota

# MONTANA CERTIFICATE ENDORSEMENT

for Group Accident 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. NEWBORN CHILDREN

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 Accident Rider for all eligible Children.

No Benefit Waiting Period in any riders applies to your eligible newborn Child.

#### **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

# RELIASTAR LIFE INSURANCE COMPANY

Minneapolis, Minnesota

## NEW HAMPSHIRE CERTIFICATE ENDORSEMENT

for Group Accident 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. SCHEDULE OF BENEFITS

If any Confinement benefit in your Certificate or any rider is less than \$50 per day, then this benefit is increased to be \$50 per day.

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

#### **II. EXCLUSIONS**

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

If any exclusion refers to illegal activity, then that exclusion is replaced by the following:

• Participation in a felony, riot or insurrection.

If any exclusion refers to alcoholism, drug abuse or the misuse of alcohol or taking of drugs, then that exclusion is replaced by the following:

- The voluntary consumption of drugs that are not prescribed by your Doctor or used in the manner intended.
- Substance use disorders.

If any of these exclusions appear:

- Riding in or driving any motor-driven vehicle in a race, stunt show or speed test.
- Engaging in hang-gliding, bungee jumping, parachuting, sailgliding, parasailing, parakiting, kitesurfing or any similar activities.

then these exclusions do not apply to you or to any Covered Person.

If any exclusion refers to an aircraft or hot air balloon, then that exclusion is replaced by the following:

Aviation, except as a fare-paying passenger.

If your Certificate or any rider contains an exception to this exclusion, then that exception still applies.

If any exclusion refers to semi-professional or professional competitive athletic contests, then that exclusion is replaced by the following:

· Professional sports.

## III. CLAIMS

If the PROOF OF CLAIM provision in your Certificate and any riders indicates that there is a 1 year limit for providing proof of claim, then this statement does not apply to you.

#### IV. CHILDREN'S ACCIDENT RIDER

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

If the definition includes a maximum Child age of less than 26 years, then this maximum is changed to 26 years.

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

#### V. SICKNESS HOSPITAL CONFINEMENT RIDER

If your Certificate includes a Sickness Hospital Confinement Rider, then that rider is changed as follows:

If your rider contains 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. As it relates to your Children, congenital anomalies are not considered a Pre-Existing Condition.

If your rider contains a PRE-EXISTING CONDITION EXCLUSION, and the length of that exclusion is more than 6 months, then the length of that exclusion for you and any Covered Person is limited to 6 months.

#### VI. 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

## RELIASTAR LIFE INSURANCE COMPANY

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.

Umere

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)

## RELIASTAR LIFE INSURANCE COMPANY Minneapolis, Minnesota

#### TEXAS CERTIFICATE ENDORSEMENT

for Group Accident 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 includes a definition of Child or Children, then this definition is changed as follows:

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

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

#### II. CHILDREN'S ACCIDENT RIDER

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

If the definition includes a minimum Child age of 14 days, then this minimum is changed to birth.

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

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

#### 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: 250 Marquette Avenue, Suite 900, Minneapolis, MN 55401

#### The Texas Department of Insurance

To get help with an insurance guestion 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: LifeClaims@voya.com

Direccion postal: 250 Marquette Avenue, Suite 900, 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 (6/2023)

# 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)

# RELIASTAR LIFE INSURANCE COMPANY Minneapolis, Minnesota

## WASHINGTON CERTIFICATE ENDORSEMENT

for Group Accident 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. ACCIDENT HOSPITAL CARE BENEFITS

The time period in the **Blood**, **Plasma**, **Platelets** provision between the Covered Accident and transfusion is changed to one year.

If your Certificate includes a **Critical Care Unit Confinement** benefit, then the time period in that provision between the Covered Accident and Confinement is changed to one year.

The time period in the **Hospital Admission** provision between the Covered Accident and admission is changed to one year.

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

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

## **II. ACCIDENT CARE BENEFITS**

If your Certificate includes an **Ambulance**, **Air** benefit, then the time period in that provision between the Covered Accident and transport is changed to one year.

If your Certificate includes an **Ambulance**, **Ground** benefit, then the time period in that provision between the Covered Accident and transport is changed to one year.

If your Certificate includes a **Chiropractic Treatment** benefit, then the time period in that provision between the Covered Accident and the examination and treatment is changed to one year. The time period between the Covered Accident and the completion of treatment is changed to 18 months.

If your Certificate includes an **Emergency Room Treatment** benefit, then the time period in that provision between the Covered Accident and treatment is changed to one year.

If your Certificate includes a **Follow-Up Doctor Treatment** benefit, then the time period in that provision between the Covered Accident and treatment is changed to one year. The time period between the Covered Accident and the completion of treatment is changed to 18 months.

If your Certificate includes an **Initial Doctor Visit** benefit, then the time period in that provision between the Covered Accident and treatment is changed to one year.

If your Certificate includes a **Major Diagnostic Exams** benefit, then the time period in that provision between the Covered Accident and the exam is changed to one year.

The time period in the **Medical Equipment** provision between the Covered Accident and the beginning use of the prescribed medical equipment is changed to one year.

The time period in the **Outpatient Surgery** provision between the Covered Accident and the surgery is changed to one year.

The time period in the **Physical or Occupational Therapy** provision between the Covered Accident and the beginning of therapy is changed to one year. The time period between the Covered Accident and the completion of therapy is changed to 18 months.

If your Certificate includes a **Speech Therapy** benefit, then the time period in that provision between the Covered Accident and the beginning of therapy is changed to one year. The time period between the Covered Accident and the completion of therapy is changed to 18 months.

If your Certificate includes an **Urgent Care Facility Treatment** benefit, then the time period in that provision between the Covered Accident and the examination and treatment is changed to one year.

If your Certificate includes an **X-ray** benefit, then the time period in that provision between the Covered Accident and the prescription is changed to one year.

#### III. COMMON INJURIES BENEFITS

The time period in the **Burns** provision between the Covered Accident and treatment 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 **Eye Injury** 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 changed to 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.

## IV. ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) RIDER

If your Certificate includes an AD&D Rider, then the following changes apply:

The time period in the **Accidental Death** provision between the Covered Accident and death is changed to one year.

The time period in the **Common Carrier** provision between the Covered Accident and death is changed to one year.

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

The time period in the **Dismemberment** provision between the Covered Accident and loss of a finger or toe and subsequent loss of a hand or foot on the same side of the body is changed to one year.

#### V. CATASTROPHIC ACCIDENT RIDER

If your Certificate includes a Catastrophic Accident Rider, then the following changes apply:

The time period in the CATASTROPHIC ACCIDENT BENEFIT section between the Covered Accident and loss is changed to one year.

If the Catastrophic Accident Rider includes a **Home Modification Benefit** and/or a **Vehicle Modification Benefit**, then the time period in the HOME AND/OR VEHICLE MODIFICATION BENEFITS section between the Covered Accident and the prescription is changed to one year.

#### VI. EXCLUSIONS

If the EXCLUSIONS section of your Certificate and any riders has exclusions for intoxication, alcoholism and/or drug abuse, then these exclusions 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

Mmell

## **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.

Compass Accident 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:

Brenntag North America, Inc. Health & Welfare Plan 71742-8CAC2 Brenntag North America, Inc. 5083 Pottsville Pike Reading, PA 19605

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

Brenntag North America, Inc. 5083 Pottsville Pike Reading, PA 19605 610-926-6100

#### **Identification Numbers**

IRS Employer Identification Number: 20-0552719

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% Employee paid.

Plan Year: January 1 - December 31

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 ACCIDENT 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 also 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.

