

YOUR  
HOSPITAL  
CONFINEMENT  
INDEMNITY  
INSURANCE  
PLAN

For Employees of  
Memorial Hermann Health System

# GROUP HOSPITAL CONFINEMENT INDEMNITY INSURANCE CERTIFICATE OF COVERAGE

## RELIASTAR LIFE INSURANCE COMPANY

250 Marquette Avenue, Suite 900, Minneapolis, Minnesota 55401

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

**POLICYHOLDER:** Memorial Hermann Health System  
**GROUP POLICY NUMBER:** 75009-3CHI2  
**POLICY EFFECTIVE DATE:** July 1, 2025  
**GOVERNING JURISDICTION:** Texas

### THIS IS LIMITED BENEFIT INDEMNITY COVERAGE

**Benefits are paid for Hospital Confinements and other covered losses as defined in the Certificate. The Policy does not constitute comprehensive health insurance coverage (often referred to as “major medical insurance coverage”). 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 Hospital Confinement or other covered losses as indemnity insurance and are not intended to cover medical expenses.**

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

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

For purposes of effective dates and ending dates under the Policy, all days begin at 12:01 a.m. standard time at the Policyholder's address and end at 12:00 midnight standard time at the Policyholder's address. The coverage under the Policy is conditionally renewable according to the terms and provisions of the Policy.

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

#### **Exclusions may apply.**

THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.

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



Amelia (Amy) J. Vaillancourt  
President



Melissa A. O'Donnell  
Secretary

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

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

**ReliaStar Life Insurance Company**

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

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

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

Email: [LifeClaims@voya.com](mailto:LifeClaims@voya.com)

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

**The Texas Department of Insurance**

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto: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 Departamento 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, tambien debe presentar 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 presentar 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](mailto: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 presentar una queja ante el estado:

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

# TABLE OF CONTENTS

Section	Page
Cover Page.....	1
Important Notice.....	2
Table of Contents.....	3
Schedule of Benefits.....	4
Definitions.....	6
General Provisions.....	8
Benefits.....	12
Exclusions.....	14
Claims.....	15

Arizona residents:

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

Florida residents:

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

# SCHEDULE OF BENEFITS

**EMPLOYER:** Memorial Hermann Health System

**GROUP POLICY NUMBER:** 75009-3CHI2

## ELIGIBLE CLASS(ES)

All Active Full-Time and Part-Time Eligible Employees in Active Employment with the Employer in the United States.

You must be an Employee of the Employer and in an eligible class.  
Temporary and seasonal workers are excluded from coverage.

Insured Persons who are continuing coverage under the PORTABILITY provision are also an eligible class.

## ELIGIBILITY WAITING PERIOD

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

Persons entering an eligible class after the Policy effective date: None

## WHO PAYS FOR THE COVERAGE

You pay the cost of your coverage.

## BENEFIT AMOUNTS

### DAILY CONFINEMENT AMOUNT(S)

\$200

## CONFINEMENT DAILY BENEFITS

### Facility Confinement Benefits

Hospital Confinement	1 times the daily Confinement amount per day, up to a maximum of 365 days per Confinement
Critical Care Unit (CCU) Confinement	2 times the daily Confinement amount per day, up to a maximum of 180 days per Confinement
Rehabilitation Facility Confinement	1 times the daily Confinement amount per day, up to a maximum of 180 days per Confinement

### Admission Benefits

Hospital Admission	\$1,200 for the first day of Hospital Confinement, once per Confinement
Critical Care Unit (CCU) Admission	\$2,400 for the first day of CCU Confinement, once per Confinement
Rehabilitation Facility Admission	\$1,200 for the first day of Rehabilitation Facility Confinement, once per Confinement

Only one type of facility Confinement or admission benefit is payable per day.

**OBSERVATION UNIT DAILY BENEFIT**

Length of Stay	<u>4 to 20 Consecutive Hours</u>	<u>Over 20 Consecutive Hours</u>	
Observation unit benefit	\$250 per day, up to a maximum of one day per calendar year.	First day after 20 consecutive hours	\$1,000
		For any days following the initial 20 hours	1 times the daily Confinement amount per day, up to a maximum of 31 days per stay

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

**NEWBORN BABY DAILY BENEFIT**

Confinement Benefits

Newborn baby benefit \$250 per day for one day.

**CONFINEMENT-RELATED DAILY BENEFIT(S)**

Health System Benefit An additional 50% of the facility Confinement benefit(s) payable. An additional 50% of the admission benefit(s) payable.

## DEFINITIONS

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

**Active Employment** or **Active Employee** 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.

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.

**Certificate** means this document, which describes the parts of the Policy that pertain to Insured Persons. This includes benefits, exclusions and rights of Insured Persons under the Policy. It may also include riders, endorsements or amendments.

**Confined** or **Confinement** means that on the advice of a Doctor, your assignment to a bed as a resident inpatient in a Hospital or Critical Care Unit (CCU) or Rehabilitation Facility. Being admitted to an Observation Unit for 20 hours or more also meets the definition of Confined or Confinement. A newborn baby born in a Hospital meets the definition of Confined or Confinement.

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

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

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

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

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

**Employee** means a person who is a citizen or resident of the United States in Active Employment with the Employer in the United States. The term includes a person whose coverage is being continued under the PORTABILITY provision, even if the person is no longer in Active Employment with the Employer.

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

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

- It is operated in accordance with the laws pertaining to hospitals in the jurisdiction in which it is located.
- It is under the supervision of a medical staff and has one or more Doctors available at all times.
- It provides 24 hours a day service by registered graduate nurses (RNs).
- It is not an institution or any part of an institution used as: a hospice unit, including any bed designated as a hospice or a swing bed; a convalescent home; a rest or nursing facility; a free-standing surgical center; an extended-care facility; a skilled nursing facility; or a facility primarily affording custodial, educational care or care for the aged.

Hospital includes birthing centers that meet these requirements.

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

**Life Event** means an event that qualifies you to make changes to benefits at times other than your enrollment period. Events qualifying as Life Events are established solely by the Employer.

**Observation Unit** means a specified area within a Hospital, apart from the Emergency Room, where a patient can be monitored by a Doctor, and that fully meets each of the following requirements:

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

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

**Policyholder** means the Employer to which the Policy is issued, as shown on the first page of this Certificate, and who sponsors the coverage for its Employees.

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

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

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

**Signed** means any symbol or method executed or adopted by a person with the present intention to authenticate a record, which is on or transmitted by paper or electronic or telephonic media, and which is consistent with applicable law.

**Written or Writing** means a record which is on or transmitted by paper or electronic or telephonic media, and which is consistent with applicable law.

# GENERAL PROVISIONS

## ELIGIBILITY

If you are an Employee in an eligible class as shown on the SCHEDULE OF BENEFITS, the date you are eligible for coverage is the later of the following:

- The Policy effective date.
- The date you enter an eligible class.
- The day after you complete your Eligibility Waiting Period.

## ENROLLMENT

If you are eligible for coverage, you must enroll for any coverage before it will become effective. The Employer or we will provide you with the forms or information needed to enroll. You may enroll when you become newly eligible, or following a qualifying Life Event as allowed by the Employer, or during an enrollment period chosen by the Employer and approved by us.

## 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 enroll for coverage on or before that date.
- The date you enroll 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 non-medical leave of absence and paid time off for non-medical-related absences.

## EFFECTIVE DATE OF CHANGES TO COVERAGE

Once your coverage begins, any increased or additional coverage will take effect on the latest of the following:

- The date of the increased or additional coverage, if you are in Active Employment.
- The date you return to Active Employment, if you are not in Active Employment due to Injury or Sickness.

Any decrease in coverage will take effect immediately but will not affect a payable claim that occurs prior to the decrease.

## CHANGE OF INSURANCE CARRIERS

If you are not in Active Employment due to Injury or Sickness on the effective date of the Employer's coverage under our Policy, and you were covered under the Employer's prior group policy of hospital confinement or fixed indemnity insurance at the time the Employer's coverage under our Policy became effective, we will provide continuity of coverage under our Policy. In order for this provision to apply, the prior policy's coverage must be similar to our Policy.

If you are not in Active Employment due to Injury or Sickness on the effective date of our Policy, and you would otherwise be eligible to become insured under our Policy, we will provide limited coverage under our Policy. Coverage under this provision will begin on our Policy effective date and will continue until the earliest of the following:

- The date you return to Active Employment.
- The end of any period of continuance or extension provided under the prior policy.
- The date coverage would otherwise end, according to the provisions of our Policy.

Your coverage under this provision is subject to payment of premiums.

Any benefits payable under this provision will be paid as if the prior policy had remained in force. We will reduce our payment by any amount for which the prior carrier is liable.

If your coverage ends under this provision, or if you were not covered under the Employer's prior policy on the date that policy terminated, the EFFECTIVE DATE OF COVERAGE provision under our Policy will apply.

## **TERMINATION OF COVERAGE**

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

- The date the Policy terminates. See the PORTABILITY provision.
- The date you are no longer in an eligible class. See the PORTABILITY provision.
- The date your eligible class is no longer covered. See the PORTABILITY provision.
- The date you voluntarily cancel your coverage.
- 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 provision.
- The last day you are in Active Employment. See the PORTABILITY provision.

We will pay benefits for a loss that occurs while you are covered under the Policy even if the Policy has since terminated.

## **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 hospital confinement indemnity coverage 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.

You may continue your coverage if it 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 Active Employees.
- Coverage terminates under the Policy for all Insured Persons except those individuals on portability, and the Policyholder does not replace it with similar insurance coverage.
- You are no longer eligible for coverage under the Policy.

The Employer or we will provide you with the information needed to continue your coverage under this provision. Continuation of coverage must be elected within 31 days of when it would otherwise terminate. Coverage continued under this provision is subject to all the terms of this Certificate.

You may decrease the continued coverage amount based on the amounts available on the SCHEDULE OF BENEFITS. You may not increase the continued coverage amount. Your continued coverage will not include any Additional Services Rider. Continued premium payment is required to keep coverage in force. Premiums will be billed directly to you. The initial premium will be based on the portability premium rates in effect at the time you are eligible to continue your coverage under this provision. 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 premiums are paid if the next premium is not paid by its due date, subject to the GRACE PERIOD provision.
- The date you die.
- The date the Policy terminates because we stop providing hospital confinement indemnity coverage to all groups in the Policy issue state and coverage terminates for all Insured Persons and any other persons covered under any riders under the Policy. We will provide 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 Policyholder's grace period, the Policy will remain in force. If the full premium 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. The Policyholder is required to pay a pro rata premium for any period the Policy was in force during 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 continuing your coverage under the PORTABILITY provision, you have a grace period of 31 days for the payment of any premium due. During your grace period, your coverage will remain in force. If the full premium payment is not received by us by the due date, we will give Written notification to you that if the premium is not paid by the end of the grace period, all coverage will terminate on the last day of the grace period. If we fail to give such Written notice, coverage will continue in effect until the date such notice is given. We may extend the grace period by giving Written notice of such intent to you, and such notice will specify that all coverage will terminate on that date if the premium remains unpaid. A pro rata premium payment is required for any period your coverage was in force during the grace period.

### **REPRESENTATIONS NOT WARRANTIES**

All statements made by the Policyholder and you are considered representations and not warranties.

### **INCONTESTABILITY**

We will not use any statements made by you to avoid insurance, reduce benefits or defend a claim unless the statement is included in a Written application or enrollment form relating to your insurability. Except for fraud, we will not use such statements to contest insurance after it has been in force for two years from its effective date. Fraud in the procurement of coverage is only contestable after the coverage has been in force for two years from its effective date if permitted by applicable law in the governing jurisdiction. The statement on which any contest is based must be material to the risk accepted or the hazard assumed by us.

### **CLERICAL ERROR**

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

- Prevent you from being covered 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.
- End insurance validly in effect.

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

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

### **MISSTATEMENT OF AGE**

If premiums are based on your age and you have misstated your age, we will make a fair adjustment of benefits to reflect the amount that the premium paid would have purchased at your true age. We may require satisfactory proof of your age before paying any claim.

### **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 governing jurisdiction, is automatically amended to conform to the minimum requirements of such law.

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

The Policy may be amended at any time by Written agreement between the Policyholder and us. No change in the Policy will be valid until approved by one of our executive officers. Such approval must be in Writing and will be endorsed or attached to the Policy. Changes requiring regulatory approval will not be valid until approved by the appropriate regulatory body. We will issue new Certificates or riders or endorsements to effect such changes, and only those forms Signed by one of our executive officers will be valid.

**No agent, representative or employee of ours or of any other entity, except one of our executive officers, may approve a change to or waive any terms of the Policy.**

# BENEFITS

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

## **CONFINEMENT DAILY BENEFITS**

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

Re-Confinements to a Hospital or Critical Care Unit (CCU) or Rehabilitation Facility that occur within 14 days after being discharged for the same or a related condition are considered to be part of the previous period of Confinement. A Confinement that begins more than 14 days after discharge for a previous period of Confinement is considered a new Confinement.

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

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

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

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

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

## **OBSERVATION UNIT DAILY BENEFIT**

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

## **NEWBORN BABY DAILY BENEFIT**

**Newborn baby benefit:** A benefit is payable if you have a newborn baby who is Confined and receiving routine well baby care immediately following childbirth.

If you have Children's coverage under the Child rider, see the rider for benefits available. Benefits for newborn Children are payable under the rider and not payable under this NEWBORN BABY DAILY BENEFIT provision.

If you do not have Children's coverage under the Child rider, and you acquire a new eligible Child due to birth, your eligible newborn Child may be covered under the terms of the Child rider from the date of birth if you elect Children's coverage within 30 days of the birth of the child.

If you do not have Children's coverage under the Child rider, and you acquire a new eligible Child due to birth, and you do not elect Children's coverage within 30 days of the birth of the Child, newborn baby benefits are payable under this NEWBORN BABY DAILY BENEFIT provision.

**CONFINEMENT-RELATED DAILY BENEFITS**

**Health System Benefit:** Increased benefits are payable according to the SCHEDULE OF BENEFITS if the facility Confinement or admission services are provided in a facility that is owned, operated or maintained by the Policyholder. This benefit does not apply to any additional benefits provided under a separate rider.

## EXCLUSIONS

We will not pay benefits for any Confinement or other covered loss that is contributed to, caused by, or results from the following:

- Participation or attempt to participate in a felony or illegal activity.
- Operation of 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.
- 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.
- Cosmetic surgery, except when required for appropriate care as determined by a Doctor as a result of your Injury or Sickness.
- 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.

# 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 or to our authorized 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 can be requested from us. If you do not receive the form from us within 15 days of your request, you may send us Written proof of claim without waiting for the form. If such Written proof of claim covers the occurrence, character and extent of the loss, and is provided within the time period below for proof of claim, you will be deemed to have complied with the requirements for providing proof of claim.

## FILING A CLAIM

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.

## PROOF OF CLAIM

You must send us Written proof of your claim 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, you must provide proof of claim no later than two years 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 as soon as possible but no more than 60 days after receipt of proof of claim. 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.

If we are unable to approve or reject the claim within 15 business days after receipt of proof of claim, we will notify you within that 15 days of the reasons we need more time, and we will approve or reject the claim within 45 days of the date we send this notice.

**LEGAL ACTION**

You can start legal action regarding a claim no earlier than 60 days after Written proof of claim has been given to us, and no later than three years from the time proof of claim 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 HOSPITAL CONFINEMENT INDEMNITY RIDER

## RELIASTAR LIFE INSURANCE COMPANY

250 Marquette Avenue, Suite 900, Minneapolis, Minnesota 55401

**POLICYHOLDER:** Memorial Hermann Health System

**GROUP POLICY NUMBER:** 75009-3CHI2

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

### CONTENTS

Section	Page
Schedule of Benefits.....	1
Definitions.....	1
General Provisions.....	2
Spouse Benefits.....	4
Exclusions.....	4
Claims.....	5

### SCHEDULE OF BENEFITS

#### WHO PAYS FOR THE COVERAGE

You pay the cost of coverage under this rider.

#### BENEFIT AMOUNTS

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

Confinement and Admission benefit maximums are per each covered person.

### 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 coverage under this rider is available to the eligible class of Insured Persons to which you belong.
- Your Hospital Confinement indemnity coverage effective date.
- The date of your marriage.

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

### ENROLLMENT

If you have a Spouse eligible for Spouse coverage, you must enroll for any Spouse coverage before it will become effective. The Employer or we will provide you with the forms or information needed to enroll. You may enroll for Spouse coverage when you become newly eligible, or following a qualifying Life Event as allowed by the Employer, or during an enrollment period chosen by the Employer and approved by us.

### 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 enroll for Spouse coverage on or before that date.
- The date you enroll 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.

### EFFECTIVE DATE OF CHANGES TO COVERAGE

Once your Spouse's coverage begins, any increased or additional coverage due to an increase in the Employee coverage amount will take effect on the same date as the Employee coverage increase

Any decrease in coverage due to a decrease in the Employee coverage amount will take effect on the same date as the Employee coverage decrease, but will not affect a payable claim that occurs prior to the decrease.

### TERMINATION OF COVERAGE

Coverage for your Spouse under this rider ends on the earliest of the following:

- The date your Hospital Confinement indemnity insurance terminates. See the PORTABILITY FOLLOWING DEATH OR DIVORCE provision below if termination is due to death or involves Spouse coverage previously continued by your Spouse.
- The date coverage under this rider is terminated for all Active Employees under the Policy. See the PORTABILITY provisions below regarding Spouse coverage previously continued by you or your Spouse.
- The date coverage under this rider is terminated for the eligible class of Active Employees to which you belong. See PORTABILITY provisions below regarding Spouse coverage previously continued by you or your Spouse.
- The date you voluntarily cancel coverage under 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 for this rider are paid, if the next required premium contribution is not paid, subject to the GRACE PERIOD provision.

We will pay benefits for a loss that occurs while your Spouse is insured under this rider even if the rider as since terminated.

## **PORTABILITY**

If you continue your coverage under the Certificate's PORTABILITY provision, then your Spouse's coverage under this rider may also be continued at the same time. Continued premium payment is required to keep your Spouse's coverage in force. You may decrease the continued Spouse coverage amount based on the available amounts on the Certificate's SCHEDULE OF BENEFITS. You may not increase the continued Spouse coverage amount. Continued Spouse coverage under this provision is subject to all the terms of this rider.

## **PORTABILITY FOLLOWING DEATH OR DIVORCE**

If you die or divorce, your Spouse may elect 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 elect portability and pay the first premium within 31 days of the date of your death or divorce.

If your Spouse continues coverage under this provision, your Spouse will become the owner of their Spouse coverage under this rider. Your Spouse may decrease the continued Spouse coverage amount based on the amounts available on the Certificate's SCHEDULE OF BENEFITS. Your Spouse may not increase the continued Spouse coverage amount. Your Spouse's continued coverage will not include any Additional Services Rider. Coverage continued under this provision is subject to all the terms of this rider.

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 elects 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 premiums for this rider are paid if the next premium is not paid by its due date, subject to the GRACE PERIOD provision.
- The date your Spouse voluntarily cancels coverage under this rider.
- The date your Spouse dies.
- The date the Policy terminates because we stop providing hospital confinement indemnity coverage to all groups in the Policy issue state and coverage for all Covered Persons under the Policy terminates. We will provide 60 days Written notice of termination.

## **GRACE PERIOD**

Refer to the GRACE PERIOD provision in the Certificate if you are continuing coverage under the Certificate's PORTABILITY provision.

If your Spouse is continuing coverage under the PORTABILITY FOLLOWING DEATH OR DIVORCE provision, your Spouse has a grace period of 60 days for the payment of any premium due. During this grace period, your Spouse's coverage will remain in force. If the full premium payment is not received by us by the due date, we will give Written notification to your Spouse that if the premium is not paid by the end of the grace period, then all coverage under this rider will terminate on the last day of the grace period. If we fail to give such Written notice, coverage will continue in effect until the date such notice is given. We may extend the grace period by giving Written notice of such intent to your Spouse, and such notice will specify that all coverage will terminate on that date if the premium remains unpaid. A pro rata premium payment is required for any period your Spouse's coverage was in force during the grace period.

## **SPOUSE BENEFITS**

The benefits for your Spouse are the same as your benefits as shown in the BENEFITS section of the Certificate, based on your Spouse's Confinement or other covered loss, and subject to the EXCLUSIONS of this rider.

## **EXCLUSIONS**

We will not pay benefits for any Confinement or other covered loss that is contributed to, caused by, or results from the following:

- Participation or attempt to participate in a felony or illegal activity.
- Your Spouse 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.
- 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.
- Cosmetic surgery, except when required for appropriate care as determined by a Doctor as a result of your Spouse's Injury or Sickness.
- 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.

## CLAIMS

A claimant includes you or your Spouse if your Spouse has continued coverage under a PORTABILITY provision.

### NOTICE OF CLAIM

Notice of 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 or to our authorized 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 can be requested from us. If the form is not received from us within 15 days of your request, Written proof of claim may be sent to us without waiting for the form. If such Written proof of claim covers the occurrence, character and extent of the loss, and is provided within the time period below for proof of claim, the claimant will be deemed to have complied with the requirements for providing proof of claim.

### FILING A CLAIM

The claim form(s) may require completion by the claimant 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.

### PROOF OF CLAIM

Written proof of claim must be sent to us 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, proof of claim must be provided no later than two years 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 unless otherwise specified. Once a claim has been approved, we will make payment as soon as possible but no more than 60 days after receipt of proof of claim. 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.

If we are unable to approve or reject the claim within 15 business days after receipt of proof of claim, we will notify you within that 15 days of the reasons we need more time, and we will approve or reject the claim within 45 days of the date we send this notice.

### LEGAL ACTION

A claimant can start legal action regarding a claim no earlier than 60 days after Written proof of claim has been given to us, and no later than three years from the time proof of claim 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



Amelia (Amy) J. Vaillancourt  
President



Melissa A. O'Donnell  
Secretary

# CHILDREN'S HOSPITAL CONFINEMENT INDEMNITY RIDER

## RELIASTAR LIFE INSURANCE COMPANY

250 Marquette Avenue, Suite 900, Minneapolis, Minnesota 55401

**POLICYHOLDER:** Memorial Hermann Health System

**GROUP POLICY NUMBER:** 75009-3CHI2

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

### CONTENTS

Section	Page
Schedule of Benefits.....	1
Definitions.....	2
General Provisions.....	2
Children Benefits.....	4
Exclusions.....	4
Claims.....	5

### SCHEDULE OF BENEFITS

#### WHO PAYS FOR THE COVERAGE

You pay the cost of coverage under this rider.

#### BENEFIT AMOUNTS

The benefit amounts for your Children are the same as the Employee BENEFIT AMOUNTS as shown in the SCHEDULE OF BENEFITS section of the Certificate. Exception(s): The health system benefit is the only CONFINEMENT-RELATED DAILY BENEFIT under this rider for your Children.

Confinement and Admission benefit maximums are per each covered person.

Benefit amount maximums for your newborn Children are described under the NEWBORN BENEFIT AMOUNTS provision below.

#### NEWBORN BENEFIT AMOUNTS

The benefit amounts for your newborn Children are the same as the Employee BENEFIT AMOUNTS as shown in the SCHEDULE OF BENEFITS section of the Certificate with the following different maximums.

##### Confinement Daily Benefit Maximums for Newborn Children

Hospital Confinement	Up to a maximum of 30 days per Confinement
Critical Care Unit (CCU) Confinement	Up to a maximum of 30 days per Confinement
Rehabilitation Facility Confinement	Up to a maximum of 30 days per Confinement

Daily benefits are calculated from the date of the baby's birth to the date of discharge up to the maximum shown.

If you are eligible for newborn benefits under this rider, you are not eligible for benefits under the NEWBORN BABY DAILY BENEFIT provisions in the Certificate

## DEFINITIONS

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

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

- Your natural or adopted child (including a child placed for adoption).
- Your stepchild.

The child must also meet all of the following conditions:

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

This definition includes your Child age 26 or older who is incapable of self-sustaining employment due to physical or intellectual disability. Written proof of the Child's incapacity must be furnished to us at our home office within 31 days after the Child reaches age 26. 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 coverage under this rider is available to the eligible class of Insured Persons to which you belong.
- Your Hospital Confinement indemnity coverage effective date.
- The date you acquire a Child by marriage, birth or adoption.

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

If both you and your Spouse are covered under the Policy as an Employee, then only one of you may cover your Children under this rider. If the parent who is covering the Children stops being insured as an Employee then the other parent may enroll for Children's coverage under this rider within 60 days.

### ENROLLMENT

If you have a Child or Children eligible for coverage, you must enroll for any Children's coverage before it will become effective. The Employer or we will provide you with the forms or information needed to enroll. You may enroll for Children's coverage when you become newly eligible, or following a qualifying Life Event as allowed by the Employer, or during an enrollment period chosen by the Employer and approved by us.

### EFFECTIVE DATE OF COVERAGE

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

If you have Employee coverage but you do not have Children's coverage under this rider, and you acquire a new eligible Child due to birth, your eligible newborn Child will be covered under the terms of this rider from the date of birth if you elect Children's coverage within 30 days of the birth of the child.

If you have coverage under this rider and you acquire a new eligible Child due to birth, marriage or adoption, then the newly eligible Child will be covered automatically from the date of the event. If an adopted newborn Child is placed with you within 30 days of birth, the "event" will be the date of birth. If an adopted Child is placed with you more than 30 days after birth, the "event" will be the date of placement. No additional premium is required.

### **EFFECTIVE DATE OF CHANGES TO COVERAGE**

Once your Children's coverage begins, any increased or additional coverage due to an increase in the Employee coverage amount will take effect on the same date as the Employee coverage increase.

Any decrease in coverage due to a decrease in the Employee coverage amount will take effect on the same date as the Employee coverage decrease, but will not affect a payable claim that occurs prior to the decrease.

### **TERMINATION OF COVERAGE**

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

Coverage for all your Children under this rider ends on the earliest of the following:

- The date your Hospital Confinement indemnity insurance terminates. See the PORTABILITY FOLLOWING DEATH provision below if termination is due to death.
- The date coverage under this rider is terminated for all Active Employees under the Policy. See the PORTABILITY provisions below regarding Children's coverage previously continued by you or your Spouse.
- The date coverage under this rider is terminated for the eligible class of Active Employees to which you belong. See the PORTABILITY provisions below regarding Children's coverage previously continued by you or your Spouse.
- The date you voluntarily cancel coverage under this rider.
- The date you no longer have any eligible Children covered under this rider.
- The end of the period for which premiums for this rider are paid, if the next required premium contribution is not paid, subject to the GRACE PERIOD provision.

We will pay benefits for a loss that occurs while your Child is insured under this rider even if this rider has since terminated.

### **PORTABILITY**

If you continue your coverage under the Certificate's PORTABILITY provision, then your Children's coverage under this rider may also be continued at the same time. Continued premium payment is required to keep your Children's coverage in force. You may decrease the continued Children's coverage amount based on the available amounts on the Certificate's SCHEDULE OF BENEFITS. You may not increase the continued Children's coverage amount. Continued Children's coverage under this provision is subject to all the terms of this rider.

### **PORTABILITY FOLLOWING DEATH**

If you die and your Spouse continues coverage under the PORTABILITY FOLLOWING DEATH OR DIVORCE provision of the Spouse Hospital Confinement Indemnity Rider, then Children's coverage under this rider may be continued at the same time under your Spouse's coverage. After continuing coverage under this rider, each Child will be covered only if they would have been eligible for coverage under the eligibility rules in force prior to the death of the Employee.

If your Spouse continues coverage under this provision, your Spouse will become the owner of the Children's coverage under this rider. Your Spouse may decrease the continued Children's coverage amount based on the amounts available on the Certificate's SCHEDULE OF BENEFITS. Your Spouse may not increase the continued Children's coverage amount. Your Children's continued coverage will not include any Additional Services Rider. Coverage continued under this provision is subject to all the terms of this rider.

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 elects 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 premiums for this rider are paid, if the next premium is not paid by its due date, subject to the GRACE PERIOD provision.
- The date your Spouse voluntarily cancels coverage under this rider.
- The date your Spouse's coverage under the Spouse Hospital Confinement Indemnity Rider terminates.
- The date there are no longer any eligible Children as defined by this rider.
- The date the Policy terminates because we stop providing hospital confinement indemnity coverage to all groups in the Policy issue state and coverage for all Covered Persons under the Policy terminates. We will provide 60 days Written notice of termination.

## **GRACE PERIOD**

Refer to the GRACE PERIOD provision in the Certificate if you are continuing coverage under the Certificate's PORTABILITY provision.

If your Spouse is continuing Children's coverage under the PORTABILITY FOLLOWING DEATH provision, your Spouse has a grace period of 60 days for the payment of any premium due. During this grace period, your Children's coverage will remain in force. If the full premium payment is not received by us by the due date, we will give Written notification to your Spouse that if the premium is not paid by the end of the grace period, then all coverage under this rider will terminate on the last day of the grace period. If we fail to give such Written notice, coverage will continue in effect until the date such notice is given. We may extend the grace period by giving Written notice of such intent to your Spouse, and such notice will specify that all coverage will terminate on that date if the premium remains unpaid. A pro rata premium payment is required for any period your Children's coverage was in force during the grace period.

## **CHILDREN BENEFITS**

The benefits for your Children are the same as your Employee benefits as shown in the BENEFITS section of the Certificate, based on your Child's Confinement or other covered loss. The BENEFIT AMOUNT we will pay is shown on this rider's SCHEDULE OF BENEFITS.

Newborn Children benefit maximums are different from your Employee benefits and are shown on this rider's SCHEDULE OF BENEFITS. Daily benefits for a newborn Child are calculated from the date of the baby's birth to the date of discharge up to the maximum shown.

Benefits are payable for each covered Child, subject to the EXCLUSIONS of this rider.

**Exception(s):** The health system benefit is the only CONFINEMENT-RELATED DAILY BENEFIT under this rider for your Children.

## **EXCLUSIONS**

We will not pay benefits for any Confinement or other covered loss that is contributed to, caused by, or results from the following:

- Participation or attempt to participate in a felony or illegal activity.
- Your Child 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.
- 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.
- Cosmetic surgery, except when required for appropriate care as determined by a Doctor as a result of your Child's Injury or Sickness.
- 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.

## **CLAIMS**

A claimant includes you or your Spouse if your Spouse has continued coverage under the PORTABILITY FOLLOWING DEATH provision.

### **NOTICE OF CLAIM**

Notice of 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 or to our authorized 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 can be requested from us. If the form is not received from us within 15 days of the request, Written proof of claim may be sent to use without waiting for the form. If such Written proof of claim covers the occurrence, character and extent of the loss, and is provided within the time period below for proof of claim, the claimant will be deemed to have complied with the requirements for providing proof of claim.

### **FILING A CLAIM**

The claim form(s) may require completion by the claimant 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.

### **PROOF OF CLAIM**

Written proof of claim must be sent to us 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, proof of claim must be provided no later than two years 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 the claimant 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 as soon as possible but no more than 60 days after receipt of proof of claim. 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.

If we are unable to approve or reject the claim within 15 business days after receipt of proof of claim, we will notify you within that 15 days of the reasons we need more time, and we will approve or reject the claim within 45 days of the date we send this notice.

**LEGAL ACTION**

A claimant can start legal action regarding a claim no earlier than 60 days after Written proof of claim has been given to us, and no later than three years from the time proof of claim 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 Children's coverage.

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



Amelia (Amy) J. Vaillancourt  
President



Melissa A. O'Donnell  
Secretary

# CONTINUATION OF INSURANCE RIDER

## RELIASTAR LIFE INSURANCE COMPANY

250 Marquette Avenue, Suite 900, Minneapolis, Minnesota 55401

**POLICYHOLDER:** Memorial Hermann Health System

**GROUP POLICY NUMBER:** 75009-3CHI2

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

### CONTENTS

Section	Page
Definitions.....	1
General Provisions.....	1
Continuation of Insurance.....	2

### DEFINITIONS

**Covered Person** means:

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

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

**Total Disability or Totally Disabled** means that due to an injury or sickness you are unable to perform the material duties of your regular occupation, and you are unable to perform any other occupation for which you are fit by education, training or experience.

### GENERAL PROVISIONS

#### ELIGIBILITY

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

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

#### EFFECTIVE DATE

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

#### CHANGE OF INSURANCE CARRIERS

The CHANGE OF INSURANCE CARRIERS provision in the Certificate is revised to include an Employee whose coverage was being continued under a similar continuation provision in the Employer's prior group policy of hospital confinement indemnity insurance at the time the Employer's coverage under our Policy became effective.

## **TERMINATION**

Coverage under this rider ends on the earliest of the following:

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

## **PORTABILITY**

If you continue your coverage under the Certificate's PORTABILITY provision, that continuation will not include this rider.

## **CONTINUATION OF INSURANCE**

If you stop Active Employment due to:

- Employer-approved Leave of Absence, or
- Total Disability

then 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 terminate according to the Certificate and riders in effect the day prior to the continuation period. Your continued coverage will not include the Additional Services Rider.

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 payable 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, including Total Disability, then insurance coverage for all Covered Persons may be continued under this rider until the earliest of the following:

- The date your approved Leave of Absence ends.
- The date which is 12 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 under this rider until the earliest of the following:

- The date your approved Leave of Absence ends.
- The date which is 24 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.

### **Other Leave of Absence**

If you are on a Leave of Absence for any other reason, then insurance coverage for all Covered Persons may be continued under this rider until the earliest of the following:

- The date your approved Leave of Absence ends.
- The date which is 12 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 date coverage under this rider is terminated for all Active Employees under the Policy.
- The date coverage under this rider is terminated for the eligible class of Active Employees to which you belong.
- 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 provision.
- The date you are eligible under the Policy as an Active Employee.
- The date of your death.
- The date you become covered under another group hospital confinement indemnity insurance policy as an employee or member.

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

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

- Hospital Confinement indemnity insurance is in force for Active Employees under the Policy;
- 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 Active Employees under the Policy, then the terms of the Certificate and riders will apply.

### **PORTABILITY FOLLOWING TERMINATION OF CONTINUATION**

When continuation under this rider ends, continued premium payment will be required to keep coverage in force. If you are not eligible as an Active Employee on that date, then your coverage can be continued under the Certificate's PORTABILITY provision. See the PORTABILITY provisions of the Spouse Hospital Confinement Indemnity Rider and Children's Hospital Confinement Indemnity Rider for information about continuing coverage after your death or divorce.

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



Amelia (Amy) J. Vaillancourt  
President



Melissa A. O'Donnell  
Secretary

# WELLNESS BENEFIT RIDER

## RELIASTAR LIFE INSURANCE COMPANY 250 Marquette Avenue, Suite 900, Minneapolis, Minnesota 55401

**POLICYHOLDER:** Memorial Hermann Health System

**GROUP POLICY NUMBER:** 75009-3CHI2

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

### CONTENTS

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

### 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: \$75 per day, up to a maximum of one day per Covered Person per calendar year.

Your Spouse: \$75 per day, up to a maximum of one day per Covered Person per calendar year.

Your Children: 100% of your wellness benefit amount, per day, per Child, up to a maximum of one day per Covered Person per 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 Hospital Confinement indemnity insurance under the Policy.
- Your Spouse if covered under the Spouse Hospital Confinement Indemnity Rider.
- Your Children if covered under the Children's Hospital Confinement Indemnity Rider.

## GENERAL PROVISIONS

### ELIGIBILITY

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

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

Coverage under this rider will terminate on the earliest of the following:

- The date your Hospital Confinement indemnity insurance terminates. See the PORTABILITY FOLLOWING DEATH OR DIVORCE provision below and in any riders if termination is due to death or involves coverage previously continued by your Spouse.
- The date coverage under this rider is terminated for all Active Employees under the Policy. See the PORTABILITY provisions below.
- The date coverage under this rider is terminated for the eligible class of Active Employees to which you belong. See the PORTABILITY provisions below.
- For your Spouse's coverage, the date your Spouse's coverage under the Spouse Hospital Confinement Indemnity Rider terminates.
- For each Child's coverage, the date your Child's coverage under the Children's Hospital Confinement Indemnity Rider terminates.
- The date the Policy terminates because we stop providing hospital confinement coverage to all groups in the Policy issue state and coverage for all Covered Persons under the Policy terminates. We will provide 60 days Written notice of termination.

### PORTABILITY

If you continue your coverage under the Certificate's PORTABILITY provision, then coverage under this rider will also be continued during portability. Continued coverage under this provision is subject to all the terms of this rider.

### PORTABILITY FOLLOWING DEATH OR DIVORCE

If you die or divorce and your Spouse continues coverage under the PORTABILITY FOLLOWING DEATH OR DIVORCE provision of the Spouse Hospital Confinement Indemnity Rider, then coverage under this rider can also be continued under your Spouse's coverage. Continued coverage under this provision is subject to all the terms of this rider.

## **BENEFITS**

We will pay you a WELLNESS benefit as shown on the SCHEDULE OF BENEFITS for each day that a Covered Person has one or more eligible health screening tests, on or after the Covered Person's coverage effective date. This benefit is payable up to a maximum of one day per Covered Person per calendar year. The amounts are shown on the SCHEDULE OF BENEFITS.

Eligible 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)
- Endoscopy
- Carotid Doppler
- Routine eye exam
- Routine dental exam
- Well child/preventive exams for ages 1 through age 18
- Biometric screening
- Molecular or antigen test (Coronavirus)
- Mental health assessments, including but not limited to, Patient Health Questionnaire-9 (PHQ-9), Beck Depression Inventory (BDI-II), and Hamilton Depression Rating Scale (HAM-D)

## **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. A claimant includes you or your Spouse if your Spouse has continued coverage under a PORTABILITY provision.

### **NOTICE OF CLAIM**

Notice of claim must be given to us during the same calendar year the health screening test occurs or within 30 days of the end of the calendar year, whichever is later. The notice may be given to us at our home office 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 can be requested from us. If the form is not received from us within 15 days of your request, Written proof of claim may be sent to us without waiting for the form. If such Written proof of claim covers the occurrence, character and description of the health screening test, as is provided within the time period below for proof of claim, the claimant will be deemed to have complied with the requirements for providing proof of claim.

### **FILING A CLAIM**

The claim form(s) may require completion by the claimant 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.

### **PROOF OF CLAIM**

Written proof of your claim must be sent to us 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, proof of claim must be provided no later than two years 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 as soon as possible but no more than 60 days after receipt of proof of claim. 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.

If we are unable to approve or reject the claim within 15 business days after receipt of proof of claim, we will notify you within that 15 days of the reasons we need more time, and we will approve or reject the claim within 45 days of the date we send this notice.

### **LEGAL ACTION**

A claimant can start legal action regarding a claim no earlier than 60 days after written proof of claim has been given to us, and no later than three years from the time proof of claim 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.

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



Amelia (Amy) J. Vaillancourt  
President



Melissa A. O'Donnell  
Secretary

## ADDITIONAL SERVICES RIDER

**RELIASTAR LIFE INSURANCE COMPANY**  
250 Marquette Avenue, Suite 900, Minneapolis, Minnesota 55401

**POLICYHOLDER:** Memorial Hermann Health System

**GROUP POLICY NUMBER:** 75009-3CHI2

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

### 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 Persons 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. In the event third party vendors cannot meet their contractual obligations, we will pursue a new contract with similar vendors to provide the same or similar products or services. Information about obtaining these services is available at 1-877-236-7564 or [claimscenter.voya.com](https://claimscenter.voya.com). We may discontinue additional services with 30 days prior Written notice to the Policyholder.

### TRAVEL ASSISTANCE

Available when travelling more than 100 miles from home or in a foreign country, travel assistance offers pre-trip information, emergency personal services, medical assistance services and emergency transportation services. You can access these services 24/7 online at <https://www.imglobal.com/member/login> or by calling 1-317-659-5841 from anywhere in the world.

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



Amelia (Amy) J. Vaillancourt  
President



Melissa A. O'Donnell  
Secretary

## 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 [www.ndlifega.org](http://www.ndlifega.org), 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

## 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 [www.nd.gov/ndins](http://www.nd.gov/ndins).

**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.**

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.

# 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:**

Memorial Hermann Health System Flexible Benefit Plan  
75009-3CHI2  
Memorial Hermann Health System  
920 Frostwood Suite 5.100  
Houston, TX, 77024

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

Lori Knowles  
929 Gessner Rd. Ste 2700  
Houston, TX, 77024  
713-242-2724

**Identification Numbers**

IRS Employer Identification Number: 74-1152597  
Plan Number: 502

**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:** July 1 through June 30

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

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

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

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

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

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

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

# SUMMARY PLAN DESCRIPTION

## CLAIM PROCEDURES FOR HOSPITAL CONFINEMENT INDEMNITY INSURANCE

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

# SUMMARY PLAN DESCRIPTION

## STATEMENT OF ERISA RIGHTS

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

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

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

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

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

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

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

### **Enforce Your Rights**

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

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

### **Assistance with Your Questions**

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

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