

# YOUR ACCIDENT INSURANCE PLAN

For Employees of  
Chalk Mountain Holdings, LP

# GROUP ACCIDENT INSURANCE CERTIFICATE OF COVERAGE

## RELIASTAR LIFE INSURANCE COMPANY

250 Marquette Avenue, Suite 900, Minneapolis, Minnesota 55401

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

**POLICYHOLDER:** Chalk Mountain Holdings, LP  
**GROUP POLICY NUMBER:** 74711-4CAC2  
**POLICY EFFECTIVE DATE:** January 1, 2025  
**GOVERNING JURISDICTION:** Texas

### THIS IS LIMITED BENEFIT INDEMNITY COVERAGE

**Benefits are paid for Covered Accidents 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 Covered Accidents as indemnity insurance and are not intended to cover medical expenses.**

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

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.



Robert L. Grubka  
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: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

### **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 posible 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

Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electronico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Direccion postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

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Arizona Residents -

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

Florida Residents -

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

New Mexico residents:

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

## **SCHEDULE OF BENEFITS**

**EMPLOYER:** Chalk Mountain Holdings, LP

**GROUP POLICY NUMBER:** 74711-4CAC2

### **ELIGIBLE CLASS(ES)**

All Eligible Medical Enrollment Participants and Non-Medical Enrolled 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.

### **MINIMUM HOURS REQUIREMENT**

24 hours per week.

### **ELIGIBILITY WAITING PERIOD**

Persons in an eligible class on or before the Policy effective date: End of the month in which you complete a continuous period of 60 days of Active Employment.

Persons entering an eligible class after the Policy effective date: End of the month in which you complete a continuous period of 60 days of Active Employment.

### **WAIVER OF ELIGIBILITY WAITING PERIOD**

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

### **REHIRE**

If your employment with the Employer ends and you are rehired within 60 days, your previous Active Employment while in an eligible class will apply toward the Eligibility Waiting Period. All other Policy provisions apply.

### **CREDIT FOR PRIOR SERVICE**

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

### **WHO PAYS FOR THE COVERAGE**

For Basic Coverage: The Employer pays the cost of your coverage.

For Voluntary Coverage: You pay the cost of your coverage.

## ACCIDENT BENEFITS

<u>ACCIDENT HOSPITAL CARE</u>	<u>Basic Coverage</u>	<u>Voluntary Coverage</u>
Surgery - open abdominal, thoracic	\$800	\$1,200
Surgery - exploratory or without repair	\$125	\$175
General Anesthesia	\$100	\$200
Blood, Plasma, Platelets	\$400	\$600
Hospital Admission	\$1,000	\$1,500
Hospital Confinement	\$225	\$300
Critical Care Unit (CCU) Admission	\$1,000	\$1,500
Critical Care Unit (CCU) Confinement	\$350	\$450
Rehabilitation Facility Confinement	\$150	\$200
Observation Unit Stay	\$200	\$300
Non-Induced Coma	\$11,500	\$17,000
Induced Coma	\$100	\$150
Transportation	\$500	\$750
Lodging	\$120	\$180
Family Care	\$20	\$30
Pet Boarding	\$15	\$20

<u>ACCIDENT CARE</u>	<u>Basic Coverage</u>	<u>Voluntary Coverage</u>
Initial Doctor Visit	\$60	\$100
Urgent Care Facility Treatment	\$150	\$225
Emergency Room Treatment	\$150	\$300
Ambulance		
Ground	\$250	\$500
Air	\$1,000	\$2,000
Follow-Up Doctor Treatment	\$60	\$100
Outpatient IV Infusion Therapy	\$25	\$40

Chiropractic Treatment	\$30	\$50
Medical Equipment	\$75	\$200
Physical or Occupational Therapy	\$30	\$50
Speech Therapy	\$30	\$50
Mental Health Therapy	\$30	\$50
Home Health Care	\$50	\$75
Prosthetic Device - one	\$500	\$750
Prosthetic Device - 2 or more	\$800	\$1,200
Prescription Medicine	\$10	\$15
Major Diagnostic Exams		
CT (computerized tomography) or CAT scan (computerized axial tomography)	\$125	\$275
MRI (magnetic resonance imaging)	\$125	\$275
EEG (electroencephalogram)	\$125	\$275
PET (positron emission tomography) scan	\$125	\$275
Ultrasound	\$125	\$275
Outpatient Surgery	\$150	\$225
X-ray	\$50	\$75
Lab Service	\$50	\$75

### **COMMON INJURIES**

	<u>Basic Coverage</u>	<u>Voluntary Coverage</u>
Burns		
2 <sup>nd</sup> degree - at least 36% of the total body surface area	\$1,000	\$1,250
3 <sup>rd</sup> degree - at least 2% but less than 4% of the total body surface area	\$4,500	\$7,500
3 <sup>rd</sup> degree - 4% or more of the total body surface area	\$10,000	\$15,000
Skin Grafts	50% of Burn Benefit	50% of Burn Benefit
Emergency Dental Work		
Crown	\$250	\$350
Extraction	\$60	\$90
Eye Injury		
Surgery	\$225	\$350
Removal of foreign object	\$60	\$100

Torn Hip, Knee or Shoulder Cartilage		
Surgery with no repair or if cartilage is shaved	\$150	\$225
Surgical repair	\$500	\$800
Laceration (total of all lacerations)		
treated, no sutures	\$20	\$30
sutures, up to 2 inches	\$40	\$60
sutures, 2 to 6 inches	\$160	\$240
sutures, over 6 inches	\$320	\$480
Puncture Wound	\$25	\$50
Ruptured Disk - surgical repair	\$500	\$800
Tendon/Ligament/Rotator Cuff		
One, surgical repair	\$550	\$825
2 or more, surgical repair	\$800	\$1,225
Exploratory Arthroscopic Surgery with no repair	\$275	\$425
Concussion	\$150	\$300
Traumatic Brain Injury	\$1,250	\$1,750
Paralysis		
Quadriplegia	\$16,000	\$24,000
Paraplegia	\$12,000	\$16,000
Hemiplegia	\$10,000	\$15,000
Monoplegia	\$5,000	\$10,000

	<u>Basic Coverage</u>	<u>Voluntary Coverage</u>
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Dislocations (Complete & Complete Requiring Surgical Repair)	<b>Complete / Complete Requiring Surgical Repair</b>	<b>Complete / Complete Requiring Surgical Repair</b>
Hip Joint	\$2,550/\$5,100	\$3,850/\$7,700
Knee	\$1,600/\$3,200	\$2,400/\$4,800
Ankle or Foot Bone(s) other than toes	\$1,000/\$2,000	\$1,500/\$3,000
Shoulder	\$1,000/\$2,000	\$1,600/\$3,200
Elbow	\$750/\$1,500	\$1,100/\$2,200
Wrist	\$750/\$1,500	\$1,100/\$2,200
Finger/Toe	\$175/\$350	\$275/\$550
Hand Bone(s) other than fingers	\$750/\$1,500	\$1,100/\$2,200
Lower Jaw	\$750/\$1,500	\$1,100/\$2,200
Collarbone	\$750/\$1,500	\$1,100/\$2,200
Incomplete Dislocations	25% of Complete Dislocation Amount	

Fractures (Non-Surgical Repair Fracture & Fracture Requiring Surgical Repair)	<b>Non-Surgical Repair Fracture / Fracture Requiring Surgical Repair</b>	<b>Non-Surgical Repair Fracture / Fracture Requiring Surgical Repair</b>
Hip	\$2,000/\$4,000	\$3,000/\$6,000
Leg	\$1,500/\$3,000	\$2,500/\$5,000
Ankle	\$1,200/\$2,400	\$1,800/\$3,600
Kneecap	\$1,200/\$2,400	\$1,800/\$3,600
Foot (excluding toes, heel)	\$1,200/\$2,400	\$1,800/\$3,600
Heel	\$1,200/\$2,400	\$1,800/\$3,600
Upper Arm	\$1,400/\$2,800	\$2,100/\$4,200
Forearm, Hand, Wrist (except fingers)	\$1,200/\$2,400	\$1,800/\$3,600

Finger, Toe	\$160/\$320	\$240/\$480
Vertebral Body	\$2,240/\$4,480	\$3,360/\$6,720
Vertebral Processes	\$960/\$1,920	\$1,440/\$2,880
Pelvis (except Coccyx)	\$2,250/\$4,500	\$3,200/\$6,400
Coccyx	\$200/\$400	\$400/\$800
Bones of Face (except nose)	\$800/\$1,600	\$1,200/\$2,400
Nose	\$400/\$800	\$600/\$1,200
Upper Jaw	\$1,000/\$2,000	\$1,500/\$3,000
Lower Jaw	\$960/\$1,920	\$1,440/\$2,880
Collarbone	\$960/\$1,920	\$1,440/\$2,880
Rib	\$300/\$600	\$400/\$800
Skull - simple (except bones of face)	\$1,000/\$2,000	\$1,400/\$2,800
Skull - depressed (except bones of face)	\$2,000/\$4,000	\$3,000/\$6,000
Sternum	\$240/\$480	\$360/\$720
Shoulder Blade	\$1,200/\$2,400	\$1,800/\$3,600
Chip Fractures	25% of Non-Surgical Repair Fracture Amount	

**ADDITIONAL BENEFIT(S)**

Sports Accident Benefit

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

## DEFINITIONS

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

**Active Employment 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. You must be working at least the minimum number of hours as described under the MINIMUM HOURS REQUIREMENT shown in the SCHEDULE OF BENEFITS.

Your work site must be one of the following:

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

Normal vacation is considered Active Employment.

**Certificate** means this document, which describes the benefits and rights of Insured Persons under the Policy. It may include riders, endorsements or amendments.

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

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

**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 or Rehabilitation Facility. Being admitted to an Observation Unit for 20 hours or more also meets the definition of Confined or Confinement.

There must be a charge for room and board for the confinement, other than in any government, military or veterans' facility or Observation Unit.

**Covered Accident** means an Accident that:

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

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

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

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

**Dislocation** means a separated joint.

- **Complete Requiring Surgical Repair** means a completely separated joint that requires surgical repair.
- **Complete** means a completely separated joint that does not require surgical repair.
- **Incomplete** means the joint is not completely separated.

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

**Eligibility Waiting Period** means the continuous period of time 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.

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

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

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

- **Fracture Requiring Surgical Repair** means the fracture is repaired through a surgical incision.
- **Non-Surgical Repair** means the fracture is reduced or repaired without a surgical incision.

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

- It is operated in accordance with the laws pertaining to hospitals in the jurisdiction in which it is located.
- It 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; a rehabilitative facility; an extended-care facility; a skilled nursing facility; or a facility primarily affording custodial, educational care, or care or treatment for persons suffering from mental diseases or disorders, or care for the aged, or drug or alcohol addiction.

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

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

**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.

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

**Policy** means the Written group insurance contract between the Policyholder and us, including the Certificates delivered to Insured Persons. It may include riders and endorsements.

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

- It is licensed and operated pursuant to law.
- It provides treatment and care for ill and injured persons on an inpatient basis.
- It provides 24 hours a day service by registered graduate nurses (RNs).
- It is not an institution or any part used as: a hospice unit, including any bed designated as a hospice or a swing bed; a convalescent home; a rest or nursing facility; or a facility primarily affording custodial, educational care, or care or treatment for persons suffering from mental diseases or disorders, or care for the aged, or drug or alcohol addiction.

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

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

**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.

**Telemedicine** means a medical encounter with a Doctor or licensed medical professional via telecommunication and information technologies (including, but not limited to, audio or video communications) for evaluation, diagnosis, or treatment as would be practiced in person. This does not include requests for prescription refills or medical records.

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

**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, unless waived.

### ENROLLMENT

You are not required to enroll for Basic Coverage before it becomes effective.

If you are eligible for Voluntary coverage, you must enroll for any Voluntary coverage before it will become effective. The Employer or we will provide you with the forms or information needed to complete your enrollment. 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

For Basic coverage, you will be covered at 12:01 a.m. standard time at the Policyholder's address on the date you are eligible for coverage.

For Voluntary 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 first day of the month that is on or next follows the date you enroll for coverage.
- The first day of the month that is on or next follows 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 first day of the month that is on or next follows the date of the increased or additional coverage, if you are in Active Employment.
- The first day of the month that is on or next follows 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 at the end of the month 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 or Employer-approved non-medical leave of absence on the effective date of the Employer's coverage under our Policy, and you were covered under the Employer's prior group policy of accident 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 or Employer-approved nonmedical leave of absence 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 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 accident 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. 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 accident 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 under the Policy 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.

## **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 waive any terms of the Policy.**

# ACCIDENT BENEFITS

## ACCIDENT HOSPITAL CARE BENEFITS

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

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

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

- Emergency Room treatment.
- Outpatient Surgery.

If you qualify for any of the following benefits on the same day, only one benefit in the higher amount will be payable:

- Hospital Admission
- Hospital Confinement
- Critical Care Unit (CCU) Admission
- Critical Care Unit (CCU) Confinement
- Rehabilitation Facility Confinement
- Observation Unit Stay

**Critical Care Unit Confinement:** Confinement in a Critical Care Unit for at least 20 consecutive hours on an inpatient basis as the result of a Covered Accident. The Confinement must begin within 30 days after a Covered Accident. Benefits are payable daily for up to 30 days for a Covered Accident. Benefits are payable for only one Critical Care Unit Confinement at a time even if the Confinement is caused by more than one Covered Accident. Only one type of Confinement benefit is payable for each period of eligible Confinement. If you qualify for any of the following benefits on the same day, only one benefit in the higher amount will be payable:

- Hospital Admission
- Hospital Confinement
- Critical Care Unit (CCU) Admission
- Critical Care Unit (CCU) Confinement
- Rehabilitation Facility Confinement
- Observation Unit Stay

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

**Family Care:** You have an eligible family member attending a family care center or receiving family care while you are Confined in a Hospital or Critical Care Unit or a Rehabilitation Facility as the result of a Covered Accident. Benefits are payable daily during and immediately following your Confinement for up to a total of 45 days. This benefit is payable once per day regardless of the number of eligible family members receiving care. Written proof of the expense incurred must be furnished along with any proof of claim.

“Eligible family member” for this benefit means a relative who is dependent on you for support and maintenance due to physical or intellectual disability and resides with you at the time of your Covered Accident. “Eligible family member” for this benefit also includes your dependent child under age 13. Written proof of an eligible family member must be furnished along with any proof of claim.

“Family care center” for this benefit means any child or adult care facility or private care that:

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

“Family care” for this benefit means care provided in a family care center as defined or provided in your home where:

- Non-medical care and supervision for children or adults is provided.
- The care and supervision is not provided by you or a member of your immediate family.

**General Anesthesia:** General anesthesia administered for surgery for which a benefit is payable under this Certificate in a Hospital or Outpatient Surgery facility as the result of a Covered Accident. The general anesthesia must be administered by a Doctor within 365 days of a Covered Accident. This benefit is payable once per Covered Accident. No benefit is payable for local anesthesia or regional anesthesia, including epidural or spinal anesthesia.

“General anesthesia” for this benefit means a medically-induced state of unconsciousness accompanied by a loss of protective reflexes, including the ability to maintain an airway independently and respond purposefully to physical stimulation or verbal command.

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

- Emergency Room treatment.
- Outpatient Surgery.

If you qualify for any of the following benefits on the same day, only one benefit in the higher amount will be payable:

- Hospital Admission
- Hospital Confinement
- Critical Care Unit (CCU) Admission
- Critical Care Unit (CCU) Confinement
- Rehabilitation Facility Confinement
- Observation Unit Stay

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

- Hospital Admission
- Hospital Confinement
- Critical Care Unit (CCU) Admission
- Critical Care Unit (CCU) Confinement
- Rehabilitation Facility Confinement
- Observation Unit Stay

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

**Induced Coma:** An induced coma as the result of a Covered Accident. An induced coma is a temporary state of unconsciousness brought on by a controlled dose of medicine administered by a Doctor at a Hospital. Induced coma does not include general anesthesia administered for purposes of surgery. This benefit is payable for each day you are in an induced coma up to a maximum of 14 days.

**Lodging:** Hotel/motel stay by your companion while you are Confined in a Hospital or Critical Care Unit or a Rehabilitation Facility. The Hospital must be more than 100 miles from your home. The companion must be 16 years of age or older. This benefit is payable for up to 30 days per Covered Accident.

**Non-induced Coma:** You have been in a non-induced coma, as the result of a Covered Accident for at least 14 days. A non-induced coma is a state of unconsciousness that is not medically induced with:

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

This benefit is payable once per Covered Accident.

**Observation Unit Stay:** A stay in an Observation Unit as a result of a Covered Accident for at least 4 consecutive hours but less than 20 consecutive hours other than as in inpatient. If you qualify for any of the following benefits on the same day, only one benefit in the higher amount will be payable:

- Hospital Admission
- Hospital Confinement
- Critical Care Unit (CCU) Admission
- Critical Care Unit (CCU) Confinement
- Rehabilitation Facility Confinement
- Observation Unit Stay

**Pet Boarding:** You have a pet or pets being boarded in a licensed animal boarding facility while you are Confined in a Hospital or Critical Care Unit or a Rehabilitation Facility. Benefits are only payable daily for the same day(s) that an admission or a Confinement benefit is payable. The pet or pets must be animals that live inside your primary residence with you at the time of your Confinement. Only one daily benefit is payable for all eligible pets. This benefit is payable up to a maximum of 30 days per Confinement.

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

- Hospital Admission
- Hospital Confinement
- Critical Care Unit (CCU) Admission
- Critical Care Unit (CCU) Confinement
- Rehabilitation Facility Confinement
- Observation Unit Stay

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

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

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

## ACCIDENT CARE BENEFITS

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

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

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

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

**Emergency Room Treatment:** Examination and treatment by a Doctor in an Emergency Room within 30 days after a Covered Accident. This benefit is payable once per Covered Accident.

**Follow-Up Doctor Treatment:** Follow-up treatment by a Doctor must begin within 60 days after a Covered Accident and be completed within 12 months after the Covered Accident. This benefit is only available if you are eligible for the Initial Doctor Visit benefit or the Emergency Room treatment benefit or the Urgent Care Facility treatment benefit. Follow-up treatment may be provided by a Doctor via Telemedicine. This benefit is payable up to 6 times per Covered Accident.

**Home Health Care:** Care received at home from a nurse at the direction of a Doctor. Home health care must be prescribed to begin immediately after a surgical procedure or period of Confinement due to Injuries sustained in a Covered Accident. For purposes of this benefit, home health care does not include hospice care.

This benefit is payable each day you receive care at home up to a maximum of 5 days per Covered Accident.

**Exception:** A home health care benefit will not be paid any day that benefits are paid for an admission benefit or facility confinement benefit.

"Nurse," for this benefit only, means a person other than you or any family member, who is a licensed health care professional trained to care for people who are sick or infirm. A nurse may include a graduate Registered Nurse (R.N.), Licensed Practical Nurse (L.P.N.), or Licensed Vocational Nurse (L.V.N.).

**Initial Doctor Visit:** Examination and treatment by a Doctor within 30 days after a Covered Accident. Examination and treatment does not include care by Chiropractor. Examination and treatment may be provided by a Doctor via Telemedicine. This benefit is payable once per Covered Accident.

**Lab Service:** A lab service must be prescribed by a Doctor. This benefit is payable within 60 days of a Covered Accident and is payable once per Covered Accident.

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

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

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

**Mental Health Therapy:** Psychological or psychiatric care prescribed by a Doctor and provided in an office or Hospital or a Rehabilitation Facility on an inpatient or outpatient basis. Psychological or psychiatric care may also be provided via Telemedicine. The therapy must begin within 180 days after a Covered Accident and be completed within 12 months after the Covered Accident. This benefit is payable up to 10 times per Covered Accident.

**Outpatient Surgery:** Miscellaneous surgery that is not covered by any other Injury benefit. The surgery must take place within 12 months after a Covered Accident. No benefit is payable for hernia repair. This benefit is payable up to 2 times per Covered Accident.

**Outpatient Intravenous (IV) Infusion Therapy:** Administration of a prescribed medicine through a needle or catheter on an outpatient basis. Outpatient IV infusion therapy must be prescribed by a Doctor, must begin within 180 days after a Covered Accident, and must be provided within 365 days of the Covered Accident. This benefit is payable once per Covered Accident. No benefit is payable for blood transfusions.

**Physical or Occupational Therapy:** Therapy must be prescribed by a Doctor and provided by a physical therapist or by an occupational therapist in an office or Hospital or a Rehabilitation Facility on an inpatient or outpatient basis. Therapy may also be provided by a physical therapist or occupational therapist via Telemedicine. The therapy must begin within 180 days after a Covered Accident and be completed within 12 months after the Covered Accident. This benefit is payable up to 10 times per Covered Accident.

“Physical therapist” for this benefit means a person other than you or any family member, who is a licensed health care professional in the state in which treatment is received and providing treatment or advice in accordance with the license. A physical therapist provides services and practices according to the Code of Ethics of the American Physical Therapy Association.

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

**Prescription Medicine:** Medicine prescribed by a Doctor due to Injuries received in a Covered Accident and filled at a pharmacy within 90 days of the Covered Accident. This benefit is payable once per Covered Accident. No benefit is payable for:

- Medication administered while Confined or during surgery.
- Medication administered on an outpatient basis.
- Medication that is recommended by a Doctor that is over-the counter or available without a prescription.
- Devices or medical equipment.
- Refills of prescription medicine for which we previously paid benefits.

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

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

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

Speech therapy must be prescribed by a Doctor and provided by a speech therapist in an office or Hospital or a Rehabilitation Facility on an inpatient or outpatient basis. Therapy may also be provided by a speech therapist via Telemedicine. The therapy must begin within 180 days after a Covered Accident and be completed within 12 months

after the Covered Accident. This benefit is payable up to 10 times per Covered Accident.

“Speech therapist” for this benefit means a person other than you or any family member, who is a licensed health care professional in the state in which treatment is received and providing treatment or advice in accordance with the license. A speech therapist is trained to evaluate and treat voice, speech, language, or swallowing disorders—e.g., hearing impairment, that affect speech (oral-motor-work) and communication.

**Urgent Care Facility Treatment:** Examination and treatment by a Doctor in an Urgent Care Facility within 30 days after a Covered Accident. This benefit is payable once per Covered Accident.

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

## **COMMON INJURIES BENEFITS**

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

**Burns:** The burn must be treated by a Doctor within 3 days after a Covered Accident. The benefit amount varies based on the burn classification as shown on the SCHEDULE OF BENEFITS. If your burn meets more than one of the burn classifications, the higher amount will be payable. This benefit is payable once per Covered Accident.

**Concussion:** The concussion must be diagnosed by a Doctor within 3 days after a Covered Accident. The diagnosis must be confirmed by the use of some type of medical imaging procedure; i.e. x-ray, CT scan or MRI.

**Dislocations:** The Dislocation must be diagnosed by a Doctor within 90 days after a Covered Accident. The benefit amount will vary based on whether the Dislocation is Complete, Complete Requiring Surgical Repair or Incomplete as shown on the SCHEDULE OF BENEFITS. Dislocations that are Complete or Complete Requiring Surgical Repair must be repaired by a Doctor.

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

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

This benefit is payable 2 times per joint per lifetime of the Policy. Subsequent Dislocations of the same joint after this maximum in a different Covered Accident are not covered.

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

**Eye Injury:** The eye Injury must be treated by a Doctor within 90 days after a Covered Accident. The Injury must require surgery or the removal of a foreign object by a Doctor. The benefit amount varies based on the type of services received as shown on the SCHEDULE OF BENEFITS. This benefit is payable once per Covered Accident. No benefit is payable for examination with anesthesia or for an Injury to the eyelid which is the moveable fold of skin and muscle that covers the eye.

**Fractures:** The Fracture must be diagnosed by a Doctor within 90 days after a Covered Accident. The Fracture must require treatment by a Doctor. If the Doctor diagnoses the Fracture as a Chip Fracture, the benefit will be reduced to a percentage of what would have been paid for a Non-Surgical Repair Fracture of the same bone. The benefit amount varies based on the type of services received as shown on the SCHEDULE OF BENEFITS.

If you receive more than one Fracture in a Covered Accident, a benefit is payable for all Fractures. However, the benefit

will be no more than two times the benefit amount listed for the bone which pays the highest benefit amount.

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

**Laceration:** A laceration is a cut. The laceration must be treated by a Doctor within 3 days after a Covered Accident. The benefit amount will be based on the total length of all lacerations requiring repair that are received in any one Covered Accident as shown on the SCHEDULE OF BENEFITS. If the laceration is severe enough to require sutures but the Doctor chooses to repair it another way, the benefit will be determined as if the laceration was sutured. This benefit is payable once per Covered Accident. If your Injury qualifies as both a laceration and puncture wound, only one benefit in the higher amount will be payable.

**Paralysis:** Spinal cord Injuries sustained in a Covered Accident that result in the loss of use of one or more arms and legs.

- Hemiplegia = the complete and irreversible paralysis of both limbs on either side of the body
- Monoplegia= the complete and irreversible paralysis of one limb
- Paraplegia = the complete and irreversible paralysis of both legs.
- Quadriplegia = the complete and irreversible paralysis of both arms and both legs.

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

**Puncture Wound:** An Injury caused by an object, including a needle, that pierces or penetrates the skin. The puncture wound must be treated by a Doctor within 72 hours after a Covered Accident. This benefit is payable once per Covered Accident. If your Injury qualifies as both a laceration and puncture wound, only one benefit in the higher amount will be payable.

**Ruptured Disk:** You must receive surgical repair of a ruptured disk by a Doctor. The surgical repair must occur within 2 years after the Covered Accident. This benefit is payable once per Covered Accident.

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

**Traumatic Brain Injury:** A brain Injury that is caused by a traumatic sudden impact to the head, neck or shoulders, or a penetration of the head.

The traumatic brain Injury must be initially treated by a Doctor within 90 days after a Covered Accident. The diagnosis by a Doctor must occur within 90 days after the Covered Accident. The diagnosis must include a Glasgow Coma Scale score of 8 or less (or equivalent) and the inability to perform independently 2 or more of the following activities of daily living:

- Eating;
- Bathing;
- Dressing;
- Toileting;
- Transferring; and
- Maintaining continence.

This benefit is payable once per Covered Accident.

**Tendon/Ligament/Rotator Cuff:** The tendon, ligament or rotator cuff must be torn, ruptured or severed and repaired through surgery within 12 months after a Covered Accident. The benefit amount varies based on the number of repairs required and the services received as shown on the SCHEDULE OF BENEFITS. This benefit is payable once per Covered Accident.

**Torn Hip, Knee, Shoulder Cartilage:** You must receive surgical repair of torn hip, knee or shoulder cartilage. The Injury must be treated by a Doctor within 60 days after a Covered Accident. Surgical repair of the tear must occur within 6 months after the Covered Accident. The benefit amount varies based on the type of service received as shown on the SCHEDULE OF BENEFITS. This benefit is payable once per Covered Accident. If you receive more than one cartilage

tear in a Covered Accident, a separate benefit is payable for each location (hip, knee, or shoulder) of the tear.

Subsequent tears of the healing cartilage which occur after the original Covered Accident are not covered unless such tears are the result of Injuries received in a new and separate Covered Accident.

## **ADDITIONAL BENEFIT(S)**

**Sports Accident Benefit:** An additional percentage of the Accident Hospital Care, Accident Care or Common Injuries benefit amount is payable if the Covered Accident is the result of participating in an organized sporting activity.

“Organized sporting activity” for this benefit means an amateur sports competition or organized practice for an amateur sports competition. The activity must be overseen by an amateur sporting organization that oversees scholastic, recreational or social sports activities. This includes:

- Participation in physical education as a class in a school setting.
- Coaching, officiating or refereeing for an amateur sporting organization.

Organized sporting activity does not include any activity that occurs before, between or after competitions or practices, including travel to or from a competition or practice.

“Amateur sporting organization” means a public or private school, sports association, community recreational association or other organization that as part of its oversight does the following:

- Sets up official rules and standards of play.
- Arranges for officials to oversee competition.
- Organizes inter-team competition, facilities and equipment.

## EXCLUSIONS

We will not pay benefits for any Accident-related condition that is contributed to, caused by or results from the following:

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

## 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 one year after the time proof is otherwise required, except in the absence of legal capacity.

## **PHYSICAL EXAMINATION**

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

## **BENEFIT PAYMENTS**

Benefits are payable to you unless otherwise specified. Once a claim has been approved, we will make payment 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. It also includes your domestic partner as defined by the Employer if you have completed and Signed an affidavit of domestic partnership on a form acceptable to the Employer.

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

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 ACCIDENT RIDER

## RELIASTAR LIFE INSURANCE COMPANY

250 Marquette Avenue, Suite 900, Minneapolis, Minnesota 55401

**POLICYHOLDER:** Chalk Mountain Holdings, LP

**GROUP POLICY NUMBER:** 74711-4CAC2

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

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### SCHEDULE OF BENEFITS

#### WHO PAYS FOR THE COVERAGE

You pay the cost of coverage under this rider.

#### ACCIDENT BENEFITS

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

### DEFINITIONS

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

**Spouse** means your lawful spouse. It also includes your domestic partner as defined by the Employer if you have completed and Signed an affidavit of domestic partnership on a form acceptable to the Employer. Any reference to marriage includes establishment of a domestic partnership. Any reference to divorce includes termination of a domestic partnership.

## GENERAL PROVISIONS

### ELIGIBILITY

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

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

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

### 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 complete your enrollment. 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 OF COVERAGE

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 first day of the month that is on or next follows the date you enroll for Spouse coverage.
- The first day of the month that is on or next follows 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 will take effect on the latest of the following:

- The first day of the month that is on or next follows the date of the increased or additional coverage, if you are in Active Employment.
- The first day of the month that is on or next follows 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 at the end of the month 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 Accident 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 the PORTABILITY provisions below regarding Spouse coverage previously continued by you or your Spouse.
- 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 premium is not paid by its due date, 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 has 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 under this rider 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. 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 accident 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.

## **ACCIDENT BENEFITS**

Benefit amounts for your Spouse are the same as the benefit amounts for you as shown on the Certificate's SCHEDULE OF BENEFITS. We will pay benefits if your Spouse receives any of the services or meets any of the conditions described in the ACCIDENT BENEFITS sections of the Certificate, as the result of Injuries received in a Covered Accident. The Injury must occur while your Spouse is covered under the Policy.

Only one family care benefit is payable per eligible family member if you and your Spouse are simultaneously Confined in a Hospital or a Critical Care Unit or a Rehabilitation Facility.

Only one pet boarding benefit is payable per eligible pet if you and your Spouse are simultaneously Confined in a Hospital or a Critical Care Unit or a Rehabilitation Facility.

## **EXCLUSIONS**

We will not pay benefits for any Accident-related condition that is contributed to, caused by or results from the following:

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

## **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 the 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 one year after the time proof is otherwise required, except in the absence of legal capacity.

## **PHYSICAL EXAMINATION**

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

## **BENEFIT PAYMENTS**

Benefits under this rider are payable to you 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



Robert L. Grubka  
President



Melissa A. O'Donnell  
Secretary

# CHILDREN'S ACCIDENT RIDER

## RELIASTAR LIFE INSURANCE COMPANY

250 Marquette Avenue, Suite 900, Minneapolis, Minnesota 55401

**POLICYHOLDER:** Chalk Mountain Holdings, LP

**GROUP POLICY NUMBER:** 74711-4CAC2

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

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### SCHEDULE OF BENEFITS

#### WHO PAYS FOR THE COVERAGE

You pay the cost of coverage under this rider.

#### ACCIDENT BENEFITS

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

### DEFINITIONS

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

**Child or Children** means a child from 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.
- A child of your domestic partner as defined by the Employer if you have completed and Signed an affidavit of domestic partnership on a form acceptable to the Employer.
- Your foster child or a child for whom you are a legal guardian.
- Your unmarried grandchild who is your dependent for federal income tax purposes on the date the grandchild is first eligible under this rider.
- A child for whom you must provide medical support under a court order.

The child must also meet all of the following conditions:

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

This definition includes your Child age 26 or older who is incapable of self-sustaining employment due to physical or intellectual disability. Written proof of the Child's incapacity must be furnished to us at our home office within 31 days after the Child reaches 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. It also includes your domestic partner as defined by the Employer if you have completed and Signed an affidavit of domestic partnership on a form acceptable to the Employer. Any reference to marriage includes establishment of a domestic partnership. Any reference to divorce includes termination of a domestic partnership.

## GENERAL PROVISIONS

### ELIGIBILITY

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

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

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

If both you and your Spouse are covered under the Policy as an Employee, then only one 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 coverage before it will become effective. 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. The Employer or we will provide you with the forms or information needed to complete your enrollment.

### 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 first day of the month that is on or next follows the date you enroll for Children's coverage.
- The first day of the month that is on or next follows 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 non-medical-related absences.

If you have coverage under this rider and you acquire a new eligible Child due to birth, marriage or adoption, then the newly eligible Child will be covered automatically from the date of the event. 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 will take effect on the latest of the following:

- The first day of the month that is on or next follows the date of the increased or additional coverage, if you are in Active Employment.
- The first day of the month that is on or next follows 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 at the end of the month 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 earliest of the following:

- The last day of the month during which the Child is no longer an eligible Child as defined by this rider. Eligibility of a Child who is incapable of self-sustaining employment due to physical or intellectual disability ends when there is no longer evidence satisfactory to us that the incapacity is continuing.
- The date coverage for all your Children ends as described below.

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

- The date your Accident 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 last day of the month during which you no longer have any eligible Children as defined by this rider.
- 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.

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 Accident 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. 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 Accident 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 accident 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.

## **ACCIDENT BENEFITS**

Benefit amounts for your Children are the same as the benefit amounts for you as shown on the Certificate's SCHEDULE OF BENEFITS. We will pay benefits if your Child receives any of the services or meets any of the conditions described in the ACCIDENT BENEFITS sections of the Certificate, as the result of Injuries received in a Covered Accident. The Injury must occur while your Child is covered under the Policy. Benefits are payable for each covered Child.

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

## **EXCLUSIONS**

We will not pay benefits for any Accident-related condition that is contributed to, caused by or results from the following:

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

## **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 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 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 one year after the time proof is otherwise required, except in the absence of legal capacity.

## **PHYSICAL EXAMINATION**

We may require your Child to be examined by one or more Doctors or other medical practitioners of our choice. We will pay for this examination. We can require an examination as often as it is reasonable to do so while the claim is pending. We may also require 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, 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



Robert L. Grubka  
President



Melissa A. O'Donnell  
Secretary

# CONTINUATION OF INSURANCE RIDER

## RELIASTAR LIFE INSURANCE COMPANY

250 Marquette Avenue, Suite 900, Minneapolis, Minnesota 55401

**POLICYHOLDER:** Chalk Mountain Holdings, LP

**GROUP POLICY NUMBER:** 74711-4CAC2

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

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### DEFINITIONS

**Covered Person** means:

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

**Furlough** means you remain an Employee of the Employer; however, the Employer requires or requests your absence from Active Employment for a limited period of time and for which continuation of insurance is available under the Employer's formal policy for furloughs. A Furlough is not intended to be permanent. Furlough also includes suspension of Active Employment caused by unanticipated plant closings that are not expected to be permanent. Furlough does not include a reduction in hours worked or a Temporary Layoff.

**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.

**Material Change to Work Schedule** means the Employer has reduced your normal working hours by imposing mandatory unpaid time, and as a result you no longer meet the required minimum hours for Active Employment for your eligible class under the Policy. A Material Change to Work Schedule must be for a limited period of time, it must not be intended to be permanent, and continuation of insurance must be available under the Employer's formal policy for such changes.

**Quarantine** means you are absent from Active Employment for a period of time during which you are placed in enforced isolation as recommended by public health authority guidance or ordered by a Doctor in connection with carrying or having been exposed to an infectious and contagious disease or condition. Any absence from Active Employment due to Quarantine is subject to approval in Writing by the Employer.

**Temporary Layoff** means you are absent from Active Employment and no longer an Employee of the Employer for a limited period of time for which continuation of insurance is available under the Employer's formal policy for temporary layoffs, and the layoff is not intended to be permanent.

**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 Accident coverage effective date.

### EFFECTIVE DATE

You will be covered at 12:01 a.m. standard time at the Policyholder's address on the date you are eligible for 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 accident 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 Accident 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, or
- Furlough, or
- Temporary Layoff, or
- Quarantine,

or you have a Material Change to Work Schedule, then coverage may be continued under the Policy beyond the date you are no longer in Active Employment or your hours were reduced, 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.

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 a 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 9 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 3 months after the date you stopped Active Employment.

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

#### Sabbatical

If you are on a Leave of Absence for an Employer-approved sabbatical, 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 4 weeks 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 4 weeks 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.

### **FURLOUGH**

If you stop Active Employment due to a Furlough, then insurance coverage for all Covered Persons may be continued under this rider until the earliest of the following:

- The date your Furlough ends.
- The date which is 3 months after the date you stopped Active Employment.

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

### **TEMPORARY LAYOFF**

If you stop Active Employment due to a Temporary Layoff, then insurance coverage for all Covered Persons may be continued under this rider until the earliest of the following:

- The date your Temporary Layoff ends.
- The date which is 30 days 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.

### **QUARANTINE**

If you stop Active Employment due to a Quarantine, then insurance coverage for all Covered Persons may be continued under this rider until the earliest of the following:

- The last day of the Quarantine period.
- The date which is 3 months after the date you stopped Active Employment.

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

### **CONCURRENT LEAVES OF ABSENCE**

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

### **MATERIAL CHANGE TO WORK SCHEDULE**

If you experience a Material Change to Work Schedule, then coverage for all Covered Persons may be continued under this rider until the date which is 3 months after the date your hours were reduced.

### **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 accident 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.

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

- Accident insurance is in force for 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 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 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 Accident Rider and Children's Accident Rider for information about continuing coverage after your death or divorce.

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



Robert L. Grubka  
President



Melissa A. O'Donnell  
Secretary

# WELLNESS BENEFIT RIDER

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

**POLICYHOLDER:** Chalk Mountain Holdings, LP

**GROUP POLICY NUMBER:** 74711-4CAC2

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

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### SCHEDULE OF BENEFITS

#### WHO PAYS FOR THE COVERAGE

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

#### WELLNESS BENEFIT

You: \$50  
Your Spouse: \$50  
Your Children: 100% of your wellness benefit amount per Child

**A wellness benefit is payable up to a maximum of one time 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 Accident insurance under the Policy.
- Your Spouse if covered under the Spouse Accident Rider.
- Your Children if covered under the Children's Accident 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 Accident coverage effective date.

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

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

### EFFECTIVE DATE

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

### TERMINATION

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

- The date your Accident 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 Accident Rider terminates.
- For each Child's coverage, the date your Child's coverage under the Children's Accident Rider terminates.
- The date the Policy terminates because we stop providing accident 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 Accident 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.

### ASSIGNMENT

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

## BENEFITS

We will pay you a WELLNESS benefit as shown on the SCHEDULE OF BENEFITS if a Covered Person has a health screening test on or after the Covered Person's coverage effective date. A benefit is payable up to a maximum of one time per Covered Person per calendar year. The amounts are shown on the SCHEDULE OF BENEFITS.

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
- Hemocult 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 screenings
- Molecular or antigen test (Coronavirus)

## 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 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 us without waiting for the form. If such Written proof of claim covers the occurrence, character and description of the health screening test, 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 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 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 one year after the time proof is otherwise required, except in the absence of legal capacity.

**BENEFIT PAYMENTS**

Benefits under this rider are payable to you unless otherwise specified. Once a claim has been approved, we will make payment 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 the coverage.

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



Robert L. Grubka  
President



Melissa A. O'Donnell  
Secretary

RELIASTAR LIFE INSURANCE COMPANY  
Minneapolis, Minnesota

**NEW MEXICO CERTIFICATE ENDORSEMENT**  
for Group Accident Insurance

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

**I. DEFINITIONS**

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

**I. CHILDREN'S ACCIDENT RIDER**

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

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

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

**III. EFFECTIVE DATE**

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

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



Melissa A. O'Donnell  
Secretary

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:**

Chalk Mountain Holdings, LP  
74711-4CAC2  
Chalk Mountain Holdings, LP  
1701 River Run, Suite 200  
Fort Worth, TX 76107

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

Jill Laughlin, VP Human Resources  
1701 River Run, Suite 200  
Fort Worth, TX 76107  
682-219-7726

**Identification Numbers**

IRS Employer Identification Number: 47-2867984  
Plan Number: 501

**Agent for Legal Process:** Plan Administrator

**Trustees:** None

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

**Type of Administration:** Records maintained by Policyholder.

**Premium Payments:** The Policyholder and Insured share the cost of the premium.

**Plan Year:** January 1 through December 31

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

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

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

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

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

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

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

# SUMMARY PLAN DESCRIPTION

## CLAIM PROCEDURES FOR ACCIDENT INSURANCE

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

# SUMMARY PLAN DESCRIPTION

## STATEMENT OF ERISA RIGHTS

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

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

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

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

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

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

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

### **Enforce Your Rights**

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

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

### **Assistance with Your Questions**

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

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