

# YOUR ACCIDENT INSURANCE PLAN

For Employees of  
Ferrara Candy Company

**GROUP ACCIDENT INSURANCE CERTIFICATE OF COVERAGE  
RELIASTAR LIFE INSURANCE COMPANY**

**20 Washington Avenue South, Minneapolis, Minnesota 55401**

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

**POLICYHOLDER:** Ferrara Candy Company  
**GROUP POLICY NUMBER:** 70299-4CAC  
**POLICY EFFECTIVE DATE:** January 1, 2018  
**GOVERNING JURISDICTION:** Illinois

**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 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.**

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



Carolyn M. Johnson  
President



Jennifer M. Ogren  
Secretary

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## SCHEDULE OF BENEFITS

**EMPLOYER:** Ferrara Candy Company

**GROUP POLICY NUMBER:** 70299-4CAC

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

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

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

Temporary and seasonal workers are excluded from coverage.

### **MINIMUM HOURS REQUIREMENT**

Employees: 30 hours per week.

### **ELIGIBILITY WAITING PERIOD**

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

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

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

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

### **CREDIT FOR PRIOR SERVICE**

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

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

The Employer pays the cost of your coverage.

## **ACCIDENT BENEFITS**

### **ACCIDENT HOSPITAL CARE**

Surgery - open abdominal, thoracic	\$1,000
Surgery - exploratory or without repair	\$140
Blood, Plasma, Platelets	\$500
Hospital Admission	\$1,125
Hospital Confinement	\$350
Critical Care Unit (CCU) Confinement	\$525
Coma	\$14,500
Transportation	\$650
Lodging	\$150

**ACCIDENT CARE**

Initial Doctor Visit	\$75
Urgent Care Facility Treatment	\$200
Emergency Room Treatment	\$200
Ambulance	
Ground	\$300
Air	\$1,250
Follow-Up Doctor Treatment	\$75
Medical Equipment	\$100
Physical or Occupational Therapy	\$40
Speech Therapy	\$40
Prosthetic Device - one	\$625
Prosthetic Device - 2 or more	\$1,000
Major Diagnostic exams	
CT (computerized tomography) or CAT scan (computerized axial tomography)	\$200
MRI (magnetic resonance imaging)	\$200
EEG (electroencephalogram)	\$200
PET (positron emission tomography) scan	\$200
X-ray	\$40

**COMMON INJURIES**

Burns	
2 <sup>nd</sup> degree - at least 36% of the body	\$1,125
3 <sup>rd</sup> degree - at least 9 but less than 35 square inches of the body	\$6,000
3 <sup>rd</sup> degree - 35 or more square inches of the body	\$12,500
Skin Grafts	25% of Burn Benefit
Emergency Dental Work	
Crown	\$300
Extraction	\$75
Eye Injury	
Surgery	\$275
Removal of foreign object	\$80
Torn Knee Cartilage	

Surgery with no repair or if cartilage is shaved	\$175
Surgical repair	\$650
Laceration (total of all lacerations)	
treated, no sutures	\$25
sutures, up to 2 inches	\$50
sutures, 2 to 6 inches	\$200
sutures, over 6 inches	\$400
Ruptured Disk - surgical repair	\$650
Tendon/Ligament/Rotator Cuff	
One, surgical repair	\$675
2 or more, surgical repair	\$1,000
Exploratory Arthroscopic Surgery with no repair	\$350
Concussion	\$175
Paralysis	
Quadriplegia	\$20,000
Paraplegia	\$13,500
Dislocations (closed & open reduction)	<b>Closed Reduction /Open Reduction</b>
Hip Joint	\$3,200/\$6,400
Knee	\$2,000/\$4,000
Ankle or Foot Bone(s) other than toes	\$1,200/\$2,400
Shoulder	\$1,500/\$3,000
Elbow	\$900/\$1,800
Wrist	\$900/\$1,800
Finger/Toe	\$250/\$500
Hand Bone(s) other than fingers	\$900/\$1,800
Lower Jaw	\$900/\$1,800
Collarbone	\$900/\$1,800
Partial Dislocations	25% of Closed Reduction Amount
Fractures (closed & open reduction)	<b>Closed Reduction/ Open Reduction</b>
Hip	\$2,500/\$5,000
Leg	\$1,800/\$3,600
Ankle	\$1,500/\$3,000

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

## DEFINITIONS

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

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

Your work site must be one of the following:

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

Normal vacation is considered Active Employment.

Temporary and seasonal workers are excluded from coverage.

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

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

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

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

**Confined** or **Confinement** means that on the advice of a Doctor, your assignment to a bed as a resident inpatient in a Hospital. There must be a charge for room and board.

**Covered Accident** means an Accident that:

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

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

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

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

**Dislocation** means a separated joint.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **GENERAL PROVISIONS**

### **ELIGIBILITY**

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

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

### **EFFECTIVE DATE OF COVERAGE**

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

### **TERMINATION OF COVERAGE**

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

- The date the Policy terminates.
- The date you are no longer in an eligible class.
- The date your eligible class is no longer covered.
- The end of the Policyholder's grace period, if the Policyholder does not remit premium to us by the end of such period.
- The last day you are in Active Employment.

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

## **POLICY TERMINATION**

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

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

- There is less than 100% participation of those eligible persons for a Policyholder paid plan.
- The Policyholder does not promptly provide us with information that is reasonably required.
- Fewer than 25 persons are insured under the Policy.
- The premium is not paid in accordance with the provisions of the Policy.
- We determine that there is a significant change in the size, occupation or age of the eligible class(es) as a result of a corporate transaction such as a merger, divestiture, acquisition, sale or reorganization of the Policyholder and/or its persons.
- We stop providing the type of coverage under this Policy to all groups in the Policy issue state.

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

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

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

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

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

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

## **PORTABILITY**

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

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

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

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

Premiums will be billed directly to you. Continued premium payment is required to keep coverage in force. The initial premium will be based on the portability premium rates in effect at the time you apply for portability. Each Premium due will include a billing fee as indicated with the portability application or subsequent notice. We may change the portability premium rates at any time upon 60 days written notice to you.

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

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

## **GRACE PERIOD**

The Policyholder has a grace period of 60 days for the payment of any premium due except the first. During the grace period the Policy will remain in force. If full payment is not received by us by the end of the grace period, the Policy will automatically terminate at the end of the grace period. 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 on portability, you also have a grace period of 31 days for the payment of any premium due. During the grace period your coverage will remain in force. If full payment is not received by us by the end of the grace period, your coverage will automatically terminate at the end of the grace period. A pro rata premium payment is required for any period your coverage was in force during the grace period.

## **REPRESENTATIONS NOT WARRANTIES**

We consider any statements the Policyholder and you make in an application to be representations and not warranties. No statements made by you will be used to reduce or deny any claim or to cancel your coverage unless both of the following are true:

- The statement is in writing and is signed by you.
- A copy of that statement is given to you or your personal representative.

## **INCONTESTABILITY**

Except in the case of fraud, no statement made by you in an application relating to your insurability will be used to contest the insurance for which the statement was made after the coverage has been in force for two years during your lifetime.

## **CLERICAL ERROR**

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

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

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

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

### **ASSIGNMENT**

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

### **AGENCY**

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

### **CONFORMITY WITH STATE STATUTES**

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

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

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

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

## ACCIDENT BENEFITS

### ACCIDENT HOSPITAL CARE BENEFITS

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

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

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

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

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

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

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

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

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

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

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

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

## ACCIDENT CARE BENEFITS

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

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

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

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

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

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

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

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

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

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

**Prosthetic Device:** You receive a prosthetic device prescribed by a Doctor for use following the loss of use of a hand, a foot or the sight of an eye. The prosthetic device must be received within one year of a Covered Accident. The benefit amount varies based on the number of prosthetic devices received (refer to the SCHEDULE OF BENEFITS). This benefit is payable once per Covered Accident. Prosthetic devices do 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 on an inpatient or outpatient basis. The therapy must begin within 180 days after a Covered Accident and be completed within 12 months after the Covered Accident. This benefit is payable up to 6 times per Covered Accident.

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

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

## COMMON INJURIES BENEFITS

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

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

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

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

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

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

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

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

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

**Emergency Dental Work:** Natural teeth must be damaged due to a Covered Accident and either extracted or repaired by the placement of a crown. The benefit amount varies based on the type of services received (refer to

the SCHEDULE OF BENEFITS). This benefit is payable once per Covered Accident regardless of the number of teeth involved.

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

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

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

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

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

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

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

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

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

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

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

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

## EXCLUSIONS

Benefits are not payable for any loss resulting from any of the following:

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

## 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 agent or administrator. Failure to give notice within this timeframe will not invalidate or reduce any payable claim if it can be shown that it was not reasonably possible to give such notice within that time and the notice was given as soon as reasonably possible.

### CLAIM FORM

The claim form is available from the Employer or you can request a claim form from us. 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 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, in any event, 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 30 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.

Spouse means your lawful spouse. It includes your civil union partner who is recognized as equivalent to a Spouse by Illinois law which allows both same sex and different sex couples to enter into a civil union with all of the obligations, protections, and legal rights that Illinois provides to married heterosexual couples. 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 or civil union. Any reference to divorce includes termination of a domestic partnership or civil union.

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 an approved claim is not paid within 30 days of our receipt of the proof of claim, we will pay interest on the late payment at 9% per year accruing from the 30th day after receipt of the proof of claim until the date of payment.

## **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

20 Washington Avenue South, Minneapolis, Minnesota 55401

**POLICYHOLDER:** Ferrara Candy Company

**GROUP POLICY NUMBER:** 70299-4CAC

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

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### SCHEDULE OF BENEFITS

#### WHO PAYS FOR THE COVERAGE

The Employer pays the cost of coverage under this rider.

#### ACCIDENT BENEFITS

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

### DEFINITIONS

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

**Spouse** means your lawful spouse. It includes your civil union partner who is recognized as equivalent to a Spouse by Illinois law which allows both same sex and different sex couples to enter into a civil union with all of the obligations, protections, and legal rights that Illinois provides to married heterosexual couples. 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 or civil union. Any reference to divorce includes termination of a domestic partnership or civil union.

## **GENERAL PROVISIONS**

### **ELIGIBILITY**

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

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

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

### **EFFECTIVE DATE**

Your Spouse will be covered at 12:01 a.m. standard time at the Policyholder's address on the date your Spouse is eligible for coverage.

### **TERMINATION**

This rider terminates on the earliest of the following:

- The date your Certificate terminates.
- The date this rider is terminated for all Insured Persons under the Policy.
- The date your Spouse is no longer an eligible Spouse as defined by this rider. See the PORTABILITY FOLLOWING DEATH OR DIVORCE provision below.

### **PORTABILITY**

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

### **PORTABILITY FOLLOWING DEATH OR DIVORCE**

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

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

Premiums will be billed directly to your Spouse. Continued premium payment is required to keep coverage in force. The initial premium will be based on the portability premium rates in effect at the time your Spouse applies for portability. Each Premium due will include a billing fee as indicated with the portability application or subsequent notice. We may change the portability premium rates at any time upon 60 days written notice to your Spouse.

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

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

## **ACCIDENT BENEFITS**

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

## **EXCLUSIONS**

Benefits are not payable for any loss resulting from any of the following:

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

## **CLAIMS**

Additional general claim provisions are described in the CLAIMS section of the Certificate.

### **FILING A CLAIM**

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

### **PHYSICAL EXAMINATION**

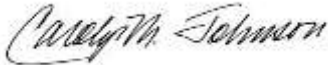
We may require your Spouse to be examined by one or more Doctors or other medical practitioners of our choice. We will pay for this examination. We can require an examination as often as it is reasonable to do so while the claim is pending. We may also require your Spouse to be interviewed by our authorized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

**BENEFIT PAYMENTS**

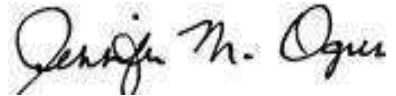
Benefits under this rider are payable to you. Once a claim has been approved, we will make payment as soon as possible but no more than 30 days after receipt of proof of claim. Any accrued benefits that are payable at your death will be paid according to the BENEFIT PAYMENTS provision in the Certificate. For Portability Following Death or Divorce, 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.

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



Carolyn M. Johnson  
President



Jennifer M. Ogren  
Secretary

**CHILDREN'S ACCIDENT RIDER**  
**RELIASTAR LIFE INSURANCE COMPANY**  
**20 Washington Avenue South, Minneapolis, Minnesota 55401**

**POLICYHOLDER:** Ferrara Candy Company  
**GROUP POLICY NUMBER:** 70299-4CAC

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

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**SCHEDULE OF BENEFITS**

**WHO PAYS FOR THE COVERAGE**

The Employer pays the cost of coverage under this rider.

**ACCIDENT BENEFITS**

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

**DEFINITIONS**

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

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

- Your natural or adopted child (including a child placed for adoption) from the date of placement or pursuant to an interim court order of adoption, whichever comes first).
- Your stepchild.
- A child of your civil union partner who is recognized as equivalent to a Spouse by Illinois law.
- A child of your domestic partner as defined by the Employer if you have completed and signed an affidavit of domestic partnership on a form acceptable to the Employer.
- Your foster child or a child or grandchild for whom you are a legal guardian.
- Your grandchild if the child's parent is insured as your Child under this rider.

The child must also meet all of the following conditions:

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

This definition includes your Child age 26 or older who is incapable of self-sustaining employment due to physical or intellectual disability. Written proof of the Child's incapacity must be furnished to us at our home office within 31 days after the Child reaches the limiting age or within 31 days after your eligibility date, if the Child is over the limiting age on the date your Children are otherwise eligible for coverage under this rider. 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 includes your civil union partner who is recognized as equivalent to a Spouse by Illinois law which allows both same sex and different sex couples to enter into a civil union with all of the obligations, protections, and legal rights that Illinois provides to married heterosexual couples. 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 or civil union. Any reference to divorce includes termination of a domestic partnership or civil union.

## GENERAL PROVISIONS

### ELIGIBILITY

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

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

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

## **EFFECTIVE DATE**

Your Children will be covered at 12:01 a.m. standard time at the Policyholder's address on the date your Children are eligible for coverage.

## **TERMINATION**

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

- The date this rider terminates.
- The date the Child reaches age 26, unless he/she is disabled as defined under the definition of Child. Coverage of a disabled Child ends when the Child is no longer dependent on you for support and maintenance.

This rider terminates on the earliest of the following:

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

## **PORTABILITY**

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

## **PORTABILITY FOLLOWING DEATH**

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

Premiums will be billed directly to your Spouse. Continued premium payment is required to keep coverage in force. The initial premium will be based on the portability premium rates in effect at the time your Spouse applies for portability. Each premium due will include a billing fee as indicated with the portability application or subsequent notice. We may change the portability premium rates at any time upon 60 days written notice to your Spouse.

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

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

## **ACCIDENT BENEFITS**

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

## **EXCLUSIONS**

Benefits are not payable for any loss resulting from any of the following:

- 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.
- Suicide, attempted suicide or any intentionally self-inflicted Injury, while sane or insane.
- War or any act of war, whether declared or undeclared (excluding acts of terrorism).
- Loss sustained while on active duty as a member of the armed forces of any nation. We will refund, upon written notice of such service, any premium which has been accepted for any period not covered as a result of this exclusion.
- Alcoholism, drug abuse, or misuse of alcohol or taking of drugs, other than under the direction of a Doctor.
- Riding in or driving any motor-driven vehicle in a race, stunt show or speed test.
- Operating, or training to operate, or service as a crew member of, or jumping, parachuting or falling from, any aircraft or hot air balloon, including those which are not motor-driven. Flying as a fare-paying passenger is not excluded. Performing these acts as part of your employment with the Employer is not excluded.
- Engaging in hang-gliding, bungee jumping, parachuting, sailgliding, parasailing, parakiting, kitesurfing or any similar activities.
- Practicing for, or participating in, any semi-professional or professional competitive athletic contests for which any type of compensation or remuneration is received.
- Any Sickness or declining process caused by a Sickness.
- Work for pay, profit or gain.

## **CLAIMS**

Additional general claim provisions are described in the CLAIMS section of the Certificate.

### **FILING A CLAIM**

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

### **PHYSICAL EXAMINATION**

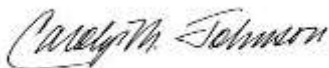
We may require your Child to be examined by one or more Doctors or other medical practitioners of our choice. We will pay for this examination. We can require an examination as often as it is reasonable to do so while the claim is pending. We may also require you to be interviewed by our authorized representative.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

**BENEFIT PAYMENTS**

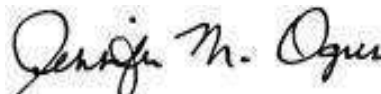
Benefits under this rider are payable to you. Once a claim has been approved, we will make payment as soon as possible but no more than 30 days after receipt of proof of claim. Any accrued benefits that are payable at your death will be paid according to the BENEFIT PAYMENTS provision in the Certificate. 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.

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



Carolyn M. Johnson  
President



Jennifer M. Ogren  
Secretary

**CONTINUATION OF INSURANCE RIDER**  
**RELIASTAR LIFE INSURANCE COMPANY**

20 Washington Avenue South, Minneapolis, Minnesota 55401

**POLICYHOLDER:** Ferrara Candy Company

**GROUP POLICY NUMBER:** 70299-4CAC

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

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**DEFINITIONS**

**Covered Person** means:

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

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

**GENERAL PROVISIONS**

**ELIGIBILITY**

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

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

**EFFECTIVE DATE**

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

**TERMINATION**

This rider terminates on the earliest of the following:

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

## CONTINUATION OF INSURANCE

If you stop Active Employment due to:

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

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

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

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

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

#### Family and Medical Leave

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

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

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

#### Sickness or Injury

If you are on a Leave of Absence due to your sickness or injury, then insurance coverage for all Covered Persons may be continued until the date which is 12 months after the date you stopped Active Employment.

This continuation of coverage includes all riders that were in effect on the date before the Leave of Absence began, other than the Wellness Benefit Rider and the Spouse Accident Ride and the Children's Accident Rider.

### CONCURRENT LEAVES OF ABSENCE

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

## TERMINATION OF CONTINUATION

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

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

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

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

- Accident insurance is in force for Employees under the Policy, and
- You are in an eligible class for coverage under the Policy, and
- Your premium payments are resumed.

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

## RETURN TO ACTIVE EMPLOYMENT

If coverage is not continued during an FMLA or State FML Leave of Absence, and you return to Active Employment immediately following the end of the FMLA or State FML Leave of Absence and while coverage is in force for Employees under the Policy, then coverage for all Covered Persons may be reinstated effective the date you return to Active Employment. The amount(s) of coverage will be subject to the SCHEDULE OF BENEFITS in effect on the date you return to Active Employment. We will not apply a new Eligibility Waiting Period for the same or lesser amount(s) of coverage.

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

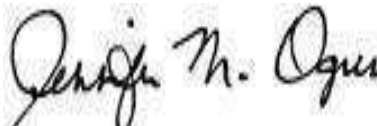
If coverage is not continued during any other period that is eligible for continuation under the Policy, and you return to Active Employment while coverage is in force for Employees under the Policy, then the terms of the Certificate and riders will apply.

To present inquiries, obtain information about coverage, or get assistance to resolve a complaint, please contact us at: 888-238-4840 (Claims) or at: 877-236-7564 (Customer Service).

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



Carolyn M. Johnson  
President



Jennifer M. Ogren  
Secretary

# WELLNESS BENEFIT RIDER

## RELIASTAR LIFE INSURANCE COMPANY

20 Washington Avenue South, Minneapolis, Minnesota 55401

**POLICYHOLDER:** Ferrara Candy Company

**GROUP POLICY NUMBER:** 70299-4CAC

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

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### SCHEDULE OF BENEFITS

#### WHO PAYS FOR THE COVERAGE

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

#### WELLNESS BENEFIT

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

### DEFINITIONS

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

**Covered Person** means:

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

## **GENERAL PROVISIONS**

### **ELIGIBILITY**

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

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

### **EFFECTIVE DATE**

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

### **TERMINATION**

This rider will terminate on the earliest of the following:

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

### **PORTABILITY**

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

### **PORTABILITY FOLLOWING DEATH OR DIVORCE**

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

### **ASSIGNMENT**

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

## **BENEFITS**

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

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

Health screening tests include, but are not limited to:

- Blood test for triglycerides
- Pap smear or thin prep pap test;
- Flexible sigmoidoscopy
- CEA (blood test for colon cancer)
- Bone marrow testing
- Serum cholesterol test for HDL & LDL levels
- 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)
- Routine Eye exam
- Routine dental exam
- Well child/preventive exams through age 18

## **EXCLUSIONS**

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

## **CLAIMS**

Additional general claims provisions are described in the CLAIMS section of the Certificate. The PHYSICAL EXAMINATION provision does not apply to this rider.

### **FILING A CLAIM**

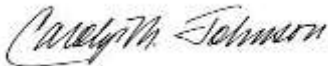
The claim form(s) may require completion by you and the Employer and the Covered Person's attending Doctor. The completed form(s) and any attachments indicated on the form(s) as required should be sent directly to us at the address indicated on the form.

**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 30 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, 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.

Executed at our Home Office:  
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Minneapolis, MN 55401



Carolyn M. Johnson  
President



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Secretary

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