

**ReliaStar Life Insurance Company**

250 Marquette Avenue, Suite 900, Minneapolis, Minnesota 55401

877-236-7564

**GROUP LIMITED BENEFIT INSURANCE POLICY**

**Policyholder:** San Felipe Del Rio CISD

**Policy Number:** 074781-5LB

**Policy Effective Date:** 01/01/2025

**Policy Anniversary Date:** 01/01/2026

**Premium Due Date:** Monthly

**Issue State:** Texas

This Policy has been issued by ReliaStar Life Insurance Company (We, Us, Our) to the Policyholder.

This Policy was delivered to the Policyholder in the Issue State and is governed by that state's laws.

For questions regarding coverage, contact Us at:

250 Marquette Avenue, Suite 900, Minneapolis, Minnesota 55401

877-236-7564

**NOTICE:** This Policy may be subject to an increase in premium at time of renewal.

**Right to Return This Policy:** If, for any reason, the Policyholder is not satisfied with this Policy, it may be returned to Us or Our authorized agent within 30 days after receipt. At that time, it should be requested in writing by the Policyholder to cancel it. In that event, We will consider it void from its effective date and any premiums paid will be refunded.

**THIS POLICY PROVIDES LIMITED COVERAGE. READ IT CAREFULLY. THE POLICY PAYS FIXED BENEFITS FOR THE DIAGNOSIS OF CERTAIN DISEASES AND ACCIDENT-RELATED CONDITIONS.**

**THIS COVERAGE IS A SUPPLEMENT TO HEALTH INSURANCE. IT IS NOT A SUBSTITUTE FOR ESSENTIAL HEALTH BENEFITS COVERAGE AS DEFINED IN FEDERAL HEALTH LAW. IT IS NOT MEDICARE SUPPLEMENT INSURANCE. INSURED'S ELIGIBLE FOR MEDICARE SHOULD REVIEW THE "GUIDE TO HEALTH INSURANCE FOR PEOPLE WITH MEDICARE" AVAILABLE FROM US.**

This Policy is nonparticipating, meaning there are no rights to dividends or to a share of the insurance company's profits.

This Policy is signed for Us by:



Robert L. Grubka  
President



Melissa A. O'Donnell  
Secretary

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# Premium Provisions

## **PAYMENT OF PREMIUMS**

This Policy is issued in consideration of the Policyholder's application and payment of premiums when due.

Premiums must be paid by the Policyholder to Us. The first premium amount due for the Policy is indicated on the initial "premium rate notification" or similar document provided to the Policyholder, and is due on the Policy Effective Date. Subsequent premiums are due on the Premium Due Date.

The Policyholder must send all premiums to Us on or before their respective due dates. The premium must be paid in United States dollars to Our home or administrative office.

If We receive any premium payment from the Policyholder that was not due, We will refund it to the Policyholder. If the Policyholder believes it paid premium that was not due, the Policyholder must send Us proof that the payment was not due within 90 days of the payment in question.

The Certificate(s) describe premium payments as they apply to Insureds who are continuing coverage under a Portability provision.

## **PREMIUM RATES**

Premiums due on any Premium Due Date are determined by the total amount of insurance provided by the Policy on such date, calculated using the appropriate premium rate(s) which are in effect subject to any premium adjustment if applicable. We may use any reasonable method to compute the premiums due under the Policy.

If a change in insurance takes effect after a Premium Due Date, premiums for the changed insurance will be charged from the next Premium Due Date.

The premium for additional, increased, reduced, or terminated insurance may cause a pro-rata adjustment on the next Premium Due Date.

## **RATE GUARANTEE PERIOD**

The initial premium rates are guaranteed until 12/31/2027 or any date thereafter agreed to in writing by Us.

## **PREMIUM CHANGES**

After the initial premium rates have been in effect for the Rate Guarantee Period, We may change premium rates. We also have the right to change premium rates at any time when:

1. The terms of this Policy change.
2. The number of members in eligible classes changes by more than 15% in a 12-month period.
3. One or more eligible classes are added or deleted from the Policy.
4. A new law or a change in any existing law is enacted which applies to the Policy.

We will notify the Policyholder in writing at least 60 days before a premium rate is changed. A change in premium rates may take effect on an earlier date when both the Policyholder and We agree.

## **GRACE PERIOD**

A grace period of 31 days will be granted for the payment of each premium falling due after the first premium. During the grace period, this Policy shall continue in force unless the Policyholder gives Us written notice of termination in advance of the date of termination and in accordance with the terms of this Policy.

If the full premium payment is not received by Us by the Premium Due Date, We will give written notification to the Policyholder that if the premium is not paid by the end of the grace period, then the Policy will end on the last day of the grace period, subject to the Portability provision. If We fail to give such written notice, the insurance provided under the Policy 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 the Policyholder, and such notice will specify the date the Policy will terminate if the premium remains unpaid.

The Policyholder is required to pay a pro rata premium for any period the Policy was in force during the grace period. Premium payment is required for any grace period, any extension of such period, and any period for which insurance under this Policy was in effect and was not paid.

The Certificate(s) describe the grace periods that apply to Insureds who are continuing coverage under a Portability provision.

#### **REINSTATEMENT**

We will not reinstate the Policy after it has terminated. To become insured after insurance has stopped, the Policyholder must submit a new application.

## Termination

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

We may terminate the Policy on any Premium Due Date for any of the following reasons:

1. There is less than 15% participation of those eligible persons who pay all or part of their premium for the Policy.
2. There is less than 100% participation of those eligible persons for a Policyholder-paid plan.
3. The Policyholder does not promptly provide Us with information that is reasonably required, or fails to perform any obligation required by the Policy and applicable law.
4. Fewer than 25 persons are insured under the Policy.
5. 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.
6. We stop providing the type of coverage under this Policy to all groups in the 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 or administrative office at least 30 days prior to the termination date. The Policy will terminate on the later of the date stated in the written notice or the date We receive the notice. When both the Policyholder and We agree, the Policy can be terminated on an earlier date.

If the Policy is terminated, 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 claim that was incurred prior to the termination date.

If the Policy is terminated, all premiums due must be paid to Us. If We accept premium after the date of Policy termination, such acceptance will not act to reinstate the Policy, and We will refund any unearned premium that We receive.

# General Provisions

## ENTIRE CONTRACT

The following items make up the entire contract of insurance between Us and the Policyholder:

1. This Policy.
2. The Policy Incorporation Endorsement issued to the Policyholder.
3. The Policyholder's signed application, a copy of which is attached to this Policy when issued.
4. The Insureds' signed applications, if any.
5. The Conditions List identified on the Policy Incorporation Endorsement.
6. The Certificate(s) of coverage identified on the Policy Incorporation Endorsement.
7. Any riders and endorsements to this Policy and the Certificate(s) identified on the Policy Incorporation Endorsement.

If there is any conflict between the terms and conditions of this Policy and any incorporated form, this Policy shall be controlling. However, in no case will any Insured's rights and benefits under this Policy be less than those stated in their Certificate.

## STATEMENTS

Statements in a written application made by the Policyholder or in a written application or enrollment made by any Insured are considered representations and not warranties. No such statements made by an Insured will be used in any contest unless a copy of the Insured's signed application or enrollment form is given to the Insured, their representative, or beneficiary. The statement on which any contest is based must be material to the risk accepted or the hazard assumed by Us.

## INCONTESTABILITY

The validity of this Policy shall not be contested after it has been in force for two years from the Policy Effective Date.

## CERTIFICATES

We will give Certificates of insurance to the Policyholder, in electronic or paper form, for delivery to persons covered under this Policy, or We may deliver Certificates of insurance to covered persons directly. These Certificates will explain the important features of this Policy, who is covered under this Policy, and to whom benefits are payable.

## ELIGIBLE NEW INSURED

Eligible new Insureds will become covered under this Policy according to the terms and provisions of the Policy, while coverage under the Policy is in force for persons who are Actively at Work in an eligible class under the Certificate(s).

## CHANGES TO THIS POLICY

We may update the Conditions List periodically as International Classification of Diseases (ICD) codes are updated, but only to the extent that the updated classifications align with the existing categories of diseases and Accident-related conditions that are covered and not covered under the Policy. The Policy will be amended to include any updated Conditions List.

This Policy and its related forms may also be changed at any time by written agreement between Us and the Policyholder. Such a change will not need consent by any Insured but will be made without prejudice to a Covered Condition Diagnosed prior to the effective date of the amendment. Changes requiring regulatory approval will not be valid until approved by the appropriate regulatory body. All changes must be approved by one of Our executive officers and are not valid until the change is endorsed to this Policy and attached hereto.

Payment of the applicable premium following any change to this Policy in accordance with this section shall constitute acceptance of that change. No change will be made to the Policy unless the modified language was previously approved by the Texas Department of Insurance.

**No agent, representative or other employee of Ours or of any other entity has the authority to change this Policy or waive any of its provisions.**

#### **DATA TO BE FURNISHED, INSPECTION AND MISSTATEMENTS**

The Policyholder must give Us all the information We need that pertains to this insurance. At any reasonable time while this Policy is in force and for one year after that, We may inspect any of the Policyholder's documents, books, or records which may affect the insurance or premiums of this Policy. If the Policyholder gives Us any incorrect information, the relevant facts will be reviewed to establish if insurance is in effect and in what amount. No person will be deprived of insurance to which they are otherwise entitled or have insurance to which they are not entitled, because of any misstatements of fact by the Policyholder or an Insured. Any required adjustment may be made in coverage, premiums or benefits. However, payment of premium by or on behalf of an ineligible person will not entitle that person to coverage.

#### **RIGHT TO AUDIT**

We reserve the right to audit, no more than once every 1 years, the Policyholder's billing records and premium accounting practices. If We discover an underpayment of premium, the Policyholder must remit, in a timely manner, the underpayment amount. In the event of an overpayment of premium, We will return any overpayment amount in a timely manner.

#### **CONFORMITY WITH STATE AND FEDERAL LAWS**

Any provision of the Policy that is contrary to the law of the jurisdiction in which it is delivered or with any other applicable law is amended to meet the minimum requirements of the law.

#### **CLERICAL ERROR**

A clerical error, whether by the Policyholder or Us, will not void, alter, extend, increase, decrease, or otherwise affect any coverage provided under the Policy. The terms of the Policy will be adjusted as necessary to correct any clerical errors.

#### **TIME PERIODS**

Unless otherwise specifically stated, all time periods begin and end at 12:01 A.M., standard time at the Policyholder's principal place of business.

**ReliaStar Life Insurance Company**

250 Marquette Avenue, Suite 900, Minneapolis, MN 55401  
(877) 236-7564

## GROUP LIMITED BENEFIT INSURANCE CERTIFICATE

This Certificate provides information about coverage under the Group Limited Benefit Insurance Policy issued to the Policyholder.

This Policy was delivered to the Policyholder in the Issue State and is governed by that state's laws.

This Certificate does not insure residents of the following U.S. jurisdictions, except that it may insure Your eligible Dependents who reside in one of the following jurisdictions: Virgin Islands, Guam, or Puerto Rico.

If You have questions about Your coverage, You can contact Us at:

250 Marquette Avenue, Suite 900, Minneapolis, Minnesota 55401  
877-236-7564

**NOTICE: This Certificate may be subject to an increase in premium at time of renewal.**

This Certificate explains the parts of the Policy which apply to You. This Certificate is part of the group Policy but by itself it is not a policy. Everything contained in this Certificate is subject to the provisions in the Policy. The Policyholder has a copy of the Policy and You may review it at any reasonable time. Only one of Our executive officers may authorize a change to the Policy. If there is any conflict between the terms and conditions of the Policy and this Certificate, the Policy controls. However, Your rights and benefits will never be less than those stated in this Certificate.

This Certificate replaces all previous certificates issued under the Policy that apply to You, if any.

**THE POLICY PROVIDES LIMITED COVERAGE. READ THIS CERTIFICATE CAREFULLY. THE POLICY PAYS FIXED BENEFITS FOR THE DIAGNOSIS OF CERTAIN DISEASES AND ACCIDENT-RELATED CONDITIONS.**

**THIS COVERAGE IS A SUPPLEMENT TO HEALTH INSURANCE. IT IS NOT A SUBSTITUTE FOR ESSENTIAL HEALTH BENEFITS COVERAGE AS DEFINED IN FEDERAL HEALTH LAW. IT IS NOT MEDICARE SUPPLEMENT INSURANCE. INSURED ELIGIBLE FOR MEDICARE SHOULD REVIEW THE "GUIDE TO HEALTH INSURANCE FOR PEOPLE WITH MEDICARE" AVAILABLE FROM US.**

This Certificate is signed for Us by:



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

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

**The Texas Department of Insurance**

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

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

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

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

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

**Tiene una queja o necesita ayuda?**

Si tiene un problema con una reclamacion o con su prima de seguro, llame primero a su compania de seguros. Si no puede resolver el problema, es possible que el Departamento de Seguros de Texas (Texas Department of Insurance, por 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

Direccion postal: 250 Marquette Avenue, Suite 900, Minneapolis, MN 55401

**El Departamento de Seguros de Texas**

Para obtener ayuda con una pregunta relacionada 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 electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

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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.**

California residents:

**If You are age 65 or older on the effective date of any coverage under the Policy for which You are required to pay all or part of the premium, then You have 30 days from the date You receive Your initial Certificate to cancel Your coverage and have Your full premium contribution and any policy or membership fee paid refunded, by returning the Certificate to the Policyholder by mail or other delivery method for cancellation without claim.**

Florida residents:

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

Idaho residents:

**If You contribute to the cost of Your coverage, You may cancel Your coverage for any reason within 10 days after Your receipt of Your initial Certificate of coverage under the Policy, provided no benefits have been paid. Contact the Policyholder to cancel Your coverage and receive any premium refund.**

Maryland residents:

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

New Mexico residents:

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

West Virginia residents:

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

# Schedule of Benefits

## POLICY INFORMATION

Your coverage is provided as part of the group Policy arranged by the Policyholder.

**Policyholder:** San Felipe Del Rio CISD

**Policy Number:** 074781-5LB

**Policy Effective Date:** 01/01/2025

**Policy Issue State:** Texas

**Certificate Number:** 074781-5LBC-EE 01/25

## ELIGIBLE CLASSES

Your eligibility for coverage depends on Your group status. Review the classes below. If You are a member of one of these classes, You can be covered under the Policy. See the Conditions of Coverage section for more information and details about coverage for Your Spouse and Children, if selected.

Class 1: All full time employees who are Actively at Work

An employee is a person who is a citizen or legal resident of the United States and who is working in the United States.

Insureds who are continuing coverage under the Portability section in this Certificate are also an eligible class.

## ELIGIBILITY WAITING PERIOD

Class 1: All full time employees who are Actively at Work: Persons in an eligible class on or before the Policy effective date: None

Class 1: All full time employees who are Actively at Work: Persons entering an eligible class after the Policy effective date: Subject to policyholder eligibility requirements.

## BENEFIT SCHEDULE

The benefit amounts are shown below. There are three main benefit levels based on the severity of the disease or Accident-related condition as assigned in the Conditions List. Different benefit amounts are payable for each.

The category Your disease or Accident-related condition falls under is listed in the Conditions List attached to Your Certificate.

**Benefit****Benefit Amount**

	Value	Enhanced	Premier
Catastrophic Condition Benefit	\$3,000	\$3,000	\$5,000
Severe Condition Benefit	\$750	\$1,000	\$1,500
Moderate Condition Benefit	\$200	\$300	\$500

**AGE REDUCTION**

The benefit amounts for each Insured will be reduced by 50% on the Policy anniversary that is on or next follows Your 70<sup>th</sup> birthday.

## Definitions

Some of the terms used in this Certificate have special meanings. These terms are capitalized throughout and are defined in this section.

**Accident** means an unforeseen external event that causes bodily injury.

**Actively at Work** or **Active Work** means You are performing all the regular duties of Your job for Your employer in the usual way. You must be working at least 20 hours per week and getting paid for the work performed.

**Catastrophic Condition** means a disease or Accident-related condition designated as "Catastrophic" in the Conditions List attached to this Certificate.

**Certificate** means this document. It explains the insurance coverage under the Policy.

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

1. Your natural or adopted child (including a child placed for adoption).
2. Your stepchild.
3. Your grandchild who is Your dependent for federal income tax purposes at the time application for the grandchild is made.
4. A child of Your domestic partner as defined by the Policyholder if You have completed and signed an affidavit of domestic partnership on a form acceptable to the Policyholder.
5. Your foster child or a child or grandchild for whom You are a legal guardian.
6. Your grandchild if the child's parent is insured as Your Child under this Certificate.

The child must also meet all of the following conditions:

1. Not be on full-time active duty in the armed forces of any country or subdivision thereof.
2. Not be covered under the Policy as an employee of the Policyholder.

A child age 26 or older must also meet the following conditions to be eligible under this definition:

1. Not be employed on a full-time basis, and
2. Be a full-time student at a school, college, or university that is accredited and licensed in the jurisdiction where it is located. "Full-time" is based on the credit or course load requirements of the school, college, or university for status as a full-time student.

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 upon Our request, but no sooner than 31 days after the date Your Child reaches the limiting age. Proof will be required at the time of claim. 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.

**Chronic Condition** means a disease or Accident-related condition designated as "Chronic" in the Conditions List attached to this Certificate.

**Conditions List** means the document attached to this Certificate listing and categorizing the diseases and Accident-related conditions that are covered and not covered under the Policy.

**Covered Condition** means a disease or Accident-related condition shown in the Conditions List that is categorized as “Moderate,” “Severe,” or “Catastrophic” and is covered under the Policy.

**Dependent** means Your Spouse/Domestic Partner or Child.

**Diagnosis** or **Diagnosed** means that a Medical Professional has definitively identified a Covered Condition in an Insured. The Diagnosis must be supported by diagnostic evaluations, clinical or laboratory investigations, tests, or observations that are documented by the Insured's medical records.

**Eligibility Waiting Period** means the continuous period of time (shown in the Schedule of Benefits) that You must be Actively at Work in an eligible class before You are eligible for coverage under the Policy.

**Immediate Family** means an Insured or an Insured's spouse, domestic partner, parent, child, grandparent, brother, sister, parent-in-law, brother-in law, sister-in-law, or any person residing in the Insured's home.

**Insured** means You if You are covered under the Policy, Your covered Spouse and Child(ren).

**Leave of Absence** means You are absent from Active Work for a period of time under a leave granted in writing by the Policyholder that is in accordance with the Policyholder's formal leave policies. Normal vacation time is not considered a leave of absence.

**Maternity Condition** means a condition designated as “Maternity” in the Diseases section on the Conditions List attached to this Certificate.

**Material Change to Work Schedule** means the Policyholder has reduced Your normal working hours by imposing mandatory unpaid time, and as a result You no longer meet the required minimum hours for being Actively at Work 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 Policyholder's formal policy for such changes.

**Medical Professional** means a person who is appropriately licensed to provide medical care and is doing so within the scope of their medical license.

**Mental Illness** means a disease or Accident-related condition designated as “Mental Illness” in the Conditions List attached to this Certificate.

**Moderate Condition** means a disease or Accident-related condition designated as “Moderate” in the Conditions List attached to this Certificate.

**Policy** means the group policy that We issued to the Policyholder under the Policy Number shown in the Schedule of Benefits.

**Severe Condition** means a disease or Accident-related condition designated as “Severe” in the Conditions List attached to this Certificate.

**Spouse** means the person recognized as Your spouse under state law. Spouse also includes a legally recognized civil union or domestic partner. The term also includes Your domestic partner as defined by the Policyholder if You have completed and signed an affidavit of domestic partnership on a form acceptable to the Policyholder. Any reference to marriage includes establishment of a civil union or domestic partnership. Any reference to divorce includes termination of a civil union or domestic partnership.

**Temporary Layoff** means You are absent from Active Work and no longer an employee of the Policyholder for a limited period of time for which continuation of insurance is available under the Policyholder'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.

**We, Us, Our** means ReliaStar Life Insurance Company.

**You, Your** means an individual who is eligible for coverage under the Policy as a member of one of the eligible classes shown in the Schedule of Benefits. It does not include a Dependent whose coverage is being continued under a Portability provision in this Certificate.



# Conditions of Coverage

## ELIGIBILITY

If You are Actively at Work in an eligible class (see the Schedule of Benefits), You can be covered under the Policy on or after the date Your eligible class is covered under the Policy. Your Spouse and Children are also eligible for coverage subject to the provisions below.

You are eligible for coverage the day after You complete Your Eligibility Waiting Period, unless waived.

## ENROLLMENT

If You are eligible for coverage, You must enroll for any coverage before it will become effective. The Policyholder 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 Policyholder, or during an enrollment period chosen by the Policyholder and approved by Us.

## EFFECTIVE DATE OF COVERAGE

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

1. The date You are eligible for coverage, if You enroll for coverage on or before that date.
2. The first day of the month that is on or next follows the date You enroll for coverage, if You enroll within 31 days after the date You become eligible for coverage.
3. The first day of the month that is on or next follows the last day of an annual enrollment period, if You enroll during an annual enrollment period chosen by the Policyholder and approved by Us.
4. The first day of the month of the policy anniversary that is on or next follows the last day of an enrollment period, if You enroll during an enrollment period chosen by the Policyholder and approved by Us.
5. The first day of the month that is on or next follows the date You return to Active Work, if You are not Actively at Work when Your coverage would otherwise become effective. **Exception:** Coverage starts on a non-working day if You were Actively at Work 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:

1. The first day of the month that is on or next follows the date of the increased or additional coverage, if You are Actively at Work or if You are on approved non-medical Leave of Absence.
2. The first day of the month that is on or next follows the date You return to Active Work, if You are not Actively at Work 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.

## DEPENDENT ELIGIBILITY

If You are covered under the Policy, Your Spouse is also eligible for coverage on the latest of the following:

1. Your coverage effective date.
2. The date of Your marriage.

If You are covered under the Policy, Your Child is also eligible for coverage on the latest of the following:

1. Your coverage effective date.
2. The date You acquire a Child by marriage, birth or adoption.
3. The date a Child is placed with You for foster care.

## DEPENDENT ENROLLMENT

If You have a Spouse or Child eligible for Spouse or Children's coverage, You must enroll before coverage will become effective. The Policyholder or We will provide You with the forms or information needed to complete Your enrollment. You may enroll for Spouse or Children's coverage when You become newly eligible, or following a qualifying life event as allowed by the Policyholder, or during an enrollment period chosen by the Policyholder and approved by Us.

## DEPENDENT EFFECTIVE DATE OF COVERAGE

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

1. The date Your covered Spouse and Child(ren) is eligible for coverage, if You enroll for Spouse or Children's coverage on or before that date.
2. The first day of the month that is on or next follows the date You enroll for Spouse or Children's coverage, if You enroll within 31 days after the date You become eligible for Spouse or Children's coverage.
3. The first day of the month that is on or next follows the last day of an annual enrollment period, if You enroll for Spouse or Children's coverage during an annual enrollment period chosen by the Policyholder and approved by Us.
4. The January 1<sup>st</sup> that is on or next follows the last day of an enrollment period, if You enroll for Spouse or Children's coverage during an enrollment period chosen by the Policyholder and approved by Us.
5. The first day of the month that is on or next follows the date You return to Active Work, if You are not Actively at Work when Your Spouse or Children's coverage would otherwise become effective. **Exception:** Coverage starts on a non-working day if You were Actively at Work 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.

If You have coverage on Yourself but no Children's coverage under the Policy, Your eligible newborn Child is covered under the Policy for 31 days after birth. This includes an adopted or fostered newborn Child who is placed with You within 31 days of birth. For a newly adopted or fostered Child other than a newborn, Your Child is covered under the Policy for 31 days from the date of placement with You. You may choose to continue Children's coverage beyond the 31<sup>st</sup> day subject to the conditions regarding enrollment and being Actively at Work in an eligible class.

If Your Child who is not covered becomes subject to a medical support order while You are covered under the Policy, the Child's coverage will begin when We receive notice of the medical support order and it will continue for 31 days. You may choose to continue Children's coverage beyond the 31<sup>st</sup> day subject to the conditions regarding enrollment and being Actively at Work in an eligible class.

If You have Children's coverage under the Policy and You acquire a new eligible Child due to birth, marriage, or adoption or foster placement, then the newly eligible Child will be covered automatically from the date of the event. If an adopted or fostered newborn Child is placed with You within 31 days of birth, the "event" will be the date of birth. If an adopted or fostered Child is placed with You more than 31 days after birth, the "event" will be the date of placement. No additional premium is required.

## DEPENDENT EFFECTIVE DATE OF CHANGES TO COVERAGE

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

1. The date of the increased or additional coverage, if You are Actively at Work or if You are on approved non-medical Leave of Absence.
2. The date You return to Active Work, if You are not Actively at Work 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.

### **YOUR COVERAGE TERMINATION**

Your coverage ends on the earliest of the following:

1. The date the Policy terminates.
2. The last day of the month during which You are no longer Actively at Work in an eligible class, unless contributions for coverage were made in advance, in which case coverage terminates at the end of the period for which premiums have been paid.
3. The last day of the month during which Your eligible class is no longer covered.
4. The date You enter an armed service on full-time active duty. Premium will be returned on a pro-rata basis if the Policyholder notifies You notify Us in writing.
5. The date You request coverage be terminated.
6. The date You die.

See the Portability section of this Certificate for options to continue Your coverage after it would otherwise terminate. We will pay benefits for the Diagnosis of a Covered Condition that occurs while an Insured is covered under the Policy even if the Policy has since terminated.

### **DEPENDENT COVERAGE TERMINATION**

Coverage for Your Spouse ends on the earliest of the following:

1. Your termination date.
2. The date You request Spouse coverage to be terminated.
3. The date Your Spouse is no longer eligible, unless contributions for coverage were made in advance, in which case coverage terminates at the end of the period for which premiums have been paid.

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

1. Your termination date.
2. The date You request Child coverage to be terminated.
3. The date the Child is no longer eligible, unless contributions for coverage were made in advance, in which case coverage terminates at the end of the period for which premiums have been paid.

See the Portability section of this Certificate for options to continue Dependent coverage after it would otherwise terminate. Termination of coverage will not affect a claim that exists on the date of termination and arises from a Covered Condition that was Diagnosed while the Dependent was covered.

## **Continuation of Insurance**

Coverage may be continued for a limited period of time after it would otherwise end because You stop Active Work and before You are eligible for Portability.

If You are no longer Actively at Work due to:

1. Policyholder-approved Leave of Absence, or
2. Total Disability,

or You have a Material Change to Work Schedule, then coverage may be continued under the Policy beyond the date You are no longer Actively at Work or Your hours were reduced, limited to the time period(s) described below.

During this continuation 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 this Certificate 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 Policyholder for more information.

If an eligible claim occurs while coverage is being continued under this provision, then benefits will be payable as described in this Certificate.

### **POLICYHOLDER-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 Policyholder's human resource policy provides for continuation of insurance during a FMLA or State FML Leave of Absence, then insurance coverage for all Insureds may be continued until the end of the later of:

1. The leave period permitted by FMLA.
2. The leave period permitted by State FML.

This continuation of coverage includes all benefits 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 Insureds may be continued under this provision until the earliest of the following:

1. The last day of the month which is on or next follows the date Your approved Leave of Absence ends.
2. The last day of the month which is on or next follows the date which is 12 months after the date You are no longer Actively at Work.

This continuation of coverage includes continuation of all benefits 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 Insureds may be continued under this provision until the earliest of the following:

1. The last day of the month which is on or next follows the date Your approved Leave of Absence ends.
2. The last day of the month which is on or next follows the date which is 3 months after the date You are no longer Actively at Work.

This continuation of coverage includes continuation of all benefits 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 Insureds may be continued under this provision until the earliest of the following:

1. The last day of the month which is on or next follows the date Your approved Leave of Absence ends.
2. The last day of the month which is on or next follows the date which is 3 months after the date You are no longer Actively at Work.

**CONCURRENT LEAVES OF ABSENCE**

If You would be eligible for more than one type of continuation under this provision during any one period that You are no longer Actively at Work, 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 insurance coverage for all Insureds may be continued under this provision until the last day of the month which is on or next follows the date which is 3 months after the date Your hours were reduced.

**TERMINATION OF CONTINUATION**

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

1. The end of the continuation period as indicated above.
2. The date You are eligible under the Policy because You return to Active Work in an eligible class.

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

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

1. Insurance is in force for all persons who are Actively at Work in an eligible class under the Policy,
2. You are Actively at Work in an eligible class for coverage under the Policy, and
3. 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 WORK**

If coverage is not continued during Your Leave of Absence for active military service, and You return to Active Work while coverage is in force for persons Actively at Work under the Policy, then insurance coverage for all Insureds may be reinstated in accordance with USERRA and applicable state law.

If coverage is not continued during any period that is eligible for continuation under the Policy, and You return to Active Work while coverage is in force for employees Actively at Work under the Policy, then the terms of this Certificate will apply.

**PORTABILITY FOLLOWING TERMINATION OF CONTINUATION**

When continuation under this section ends, continued premium payment will be required to keep coverage in force, unless premiums are waived under the terms of another provision or rider. If You are not Actively at Work in an eligible class on that date, then Your coverage may be continued under this Certificate's Portability section. See the Dependent Portability Following Death or Divorce provisions for information about a Spouse continuing coverage after Your death or divorce.

## Portability

Portability means You have the option to continue Your coverage after it would otherwise terminate if certain conditions are met.

You may continue Your coverage if it would otherwise terminate due to any of the following:

1. You retire or terminate employment with the Policyholder if coverage remains in effect under the Policy for other persons who are Actively at Work in an eligible class.
2. The Policyholder terminates coverage under the Policy for all persons who are Actively at Work in an eligible class, and does not replace it with similar insurance coverage.
3. You are no longer eligible for coverage under the Policy.
4. Any continuation described under the Continuation of Insurance section ends.

The Policyholder or We will provide You with the information needed to continue Your coverage under this section. Portability must be elected within 31 days of when it would otherwise terminate. Coverage continued under this section is subject to all the terms of this Certificate.

You may not increase the continued coverage amount.

### PORTABILITY PREMIUM PAYMENT

Continued premium payment is required to keep coverage in force. Premiums will be billed directly to You. All premiums are due on the premium due dates specified by Us, which will not be more frequently than monthly. The premium must be paid in United States dollars to Our home or administrative office.

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 section. We may change the portability premium rates at any time upon 31 days written notice to You.

If We receive any premium payment from You that was not due, We will refund it to You.

### PORTABILITY GRACE PERIOD

If You are continuing Your coverage under this section, 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 coverage was in force during Your grace period.

### PORTABILITY TERMINATION

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

1. The end of the period for which premiums are paid if the next premium is not paid by its due date, subject to the Portability Grace Period provision.
2. The date You die.
3. The date the Policy terminates and coverage for all Insureds under the Policy terminates, upon 60 days written notice of termination.

**DEPENDENT PORTABILITY FOLLOWING DEATH OR DIVORCE**

If You die or divorce, Your Spouse may elect to continue Spouse coverage if certain conditions are met. Your Spouse must have been insured on the date of Your death or divorce, and Your Spouse must elect portability and pay the first premium within 31 days of the date of Your death or divorce. Your Spouse will become the owner of their Spouse coverage.

If You die and Your Spouse continues coverage under this provision, then Your Spouse may also continue Children's coverage. Following portability of this coverage, Children may be covered only if they would have been eligible for coverage under the eligibility rules in force prior to Your death. Your Spouse will become the owner of the Children's coverage.

Your Spouse may not increase the continued coverage amount(s). Coverage continued under this provision is subject to all the terms of this Certificate.

**DEPENDENT PORTABILITY PREMIUM PAYMENT**

Continued premium payment is required to keep coverage in force. Premiums will be billed directly to Your Spouse. All premiums are due on the premium due dates specified by Us, which will not be more frequently than monthly. The premium must be paid in United States dollars to Our home or administrative office.

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 31 days written notice to Your Spouse.

If We receive any premium payment from Your Spouse that was not due, We will refund it to Your Spouse.

**DEPENDENT PORTABILITY GRACE PERIOD**

If Your Spouse is continuing coverage under these provisions, Your Spouse has a grace period of 31 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 provision 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 coverage was in force during Your Spouse's grace period.

**DEPENDENT PORTABILITY TERMINATION**

Coverage continued under these provisions will end on the earliest of the following:

1. The end of the period for which premiums are paid if the next premium is not paid by its due date, subject to the Dependent Portability Grace Period provision.
2. The date Your Spouse voluntarily cancels coverage.
3. The date Your Spouse dies.
4. For Children's coverage, the last day of the month during which there are no longer any eligible Children as defined by this Certificate.
5. The date the Policy terminates and coverage for all Insureds under the Policy terminates, upon 60 days written notice of termination.



## Benefit Descriptions

We pay benefits for the Diagnosis of Moderate, Severe, and Catastrophic diseases and Accident-related conditions, subject to the Limitations and Exclusions in this Certificate. Review the Conditions List for a complete list of Covered Conditions. A benefit is only payable for a disease or Accident-related condition Diagnosed on or after the effective date of the Insured's coverage under the Policy. All Covered Conditions on the Conditions List are categorized as either diseases or Accident-related conditions under the Policy. The general categories of covered Diseases and Accident-related Conditions, which correspond with the International Classification of Diseases (ICD), are listed below:

- **Diseases:** certain infectious and parasitic diseases; neoplasms; diseases of the blood and blood-forming organs and certain disorders involving the immune mechanism; endocrine, nutritional and metabolic diseases; mental and behavioral disorders; diseases of the nervous system; diseases of the eye and adnexa; diseases of the ear and mastoid process; diseases of the circulatory system; diseases of the respiratory system; diseases of the digestive system; diseases of the skin and subcutaneous tissue; diseases of the musculoskeletal system and connective tissue; diseases of the genitourinary system; pregnancy, childbirth and the puerperium; certain conditions originating in the perinatal period; and congenital malformations, deformations and chromosomal abnormalities; and factors influencing health status and contact with health services.
- **Accident-related conditions:** injury, poisoning and certain other consequences of external causes.

**Note:** Not every ICD code that is grouped into one of these general categories is a Covered Condition under the Policy.

### MODERATE CONDITION BENEFIT

We will pay a benefit if an Insured is Diagnosed with a Moderate Condition by a Medical Professional while covered by the Policy. The benefit amount is shown in the Schedule of Benefits. A benefit is payable once per Insured for a Moderate Condition Diagnosed during a 7 day period. No benefit is payable for additional Moderate Conditions Diagnosed during that same 7 day period. There is no limit to the number of times a benefit is payable per Insured for Moderate Conditions Diagnosed during different 7 day periods.

### SEVERE CONDITION BENEFIT

We will pay a benefit if an Insured is Diagnosed with a Severe Condition by a Medical Professional while covered by the Policy. The benefit amount is shown in the Schedule of Benefits. A benefit is payable once per Insured for a Severe Condition Diagnosed during a 30 day period. No benefit is payable for additional Severe Conditions Diagnosed during that same 30 day period. There is no limit to the number of times a benefit is payable per Insured for Severe Conditions Diagnosed during different 30 day periods.

### CATASTROPHIC CONDITION BENEFIT

We will pay a benefit if an Insured is Diagnosed with a Catastrophic Condition by a Medical Professional while covered by the Policy. The benefit amount is shown in the Schedule of Benefits. A benefit is payable once per Insured for a Catastrophic Condition Diagnosed during a 90 day period. No benefit is payable for additional Catastrophic Conditions Diagnosed during that same 90 day period.

An Insured may only receive this benefit up to 3 times for the same or related Catastrophic Condition during that Insured's lifetime. Related Catastrophic Conditions are listed in the Conditions List under the related condition column.

## Limitations And Exclusions

This section explains what is not covered and situations when benefits are not payable.

### EXCLUSIONS

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

1. intentionally self-inflicted injuries, suicide or any attempt at suicide while sane or insane;
2. Voluntary commission of or attempt to commit a felony, or voluntary participation in a riot or insurrection;
3. incarceration or imprisonment following conviction for a crime;
4. Seeking non-emergency treatment during travel or activity outside the United States, Mexico, or Canada, unless the Insured receives confirmation of the diagnosis in the United States, Mexico, or Canada;
5. active duty service or training in the military (naval force, air force or National Guard/Reserves or equivalent) for service/training extending beyond 180 days of any state, country or international organization;
6. involvement in any declared or undeclared war or act of war (not including acts of terrorism), while serving in the military or an auxiliary unit attached to the military, or working in an area of war whether voluntarily or as required by an employer;

In addition, We will not pay benefits for any of the following:

1. a Chronic Condition;
2. a Mental Illness;
3. a Maternity Condition;
4. a Diagnosis made by a member of the Insured's Immediate Family;
5. "Not Covered" conditions as designated in the Conditions List.

## **Claim Provisions**

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 provided within 30 days after the Diagnosis occurs. The notice may be given to Us at Our home office or to Our authorized administrator. If notice cannot be provided in this time, it must be sent as soon as reasonably possible. Notice received after 30 days will not invalidate or reduce the claim. Sending Us information that identifies the Insured and the Covered Condition is considered notice to Us.

### **CLAIM FORMS**

Once We receive notice of claim, the claimant will be prompted to provide additional information on a claim form. The claim form may be completed electronically or sent to Us at the address indicated on the form. If We do not send a claim form within 15 days of receiving the claimant's notice, the proof of loss requirements can be satisfied by providing written proof of the Diagnosed Covered Condition, and for Accident-related conditions medical evidence that the Covered Condition was caused by an Accident, within the time required for providing proof of loss.

### **PROOF OF LOSS**

Proof of loss must be sent to Us within 90 days after the Diagnosis. If it was not reasonably possible to provide proof of loss in that time, the claim will not be invalidated or reduced due to late proof of loss. However, no proof of loss provided later than one year from the date proof of loss was originally required will be accepted, unless the claimant did not have the legal capacity to provide it. For Accident-related conditions, proof of loss includes medical evidence that the Covered Condition was caused by an Accident.

### **TIME OF PAYMENT OF CLAIMS**

Benefits that are payable for a Covered Condition will be paid promptly, but no later than the 60<sup>th</sup> day, after Our receipt of the necessary proof of loss.

### **PAYMENT OF CLAIMS**

We will pay all benefits to You, unless otherwise specified. Any benefits payable on or after Your death will be paid to the first of the following living persons:

1. Your Spouse.
2. Your natural and adopted children, equally.
3. Your grandchildren, equally.
4. Your parents, equally.
5. Your brothers and sisters, equally.

If none of the above persons is living on the date of Your death, then We will pay the benefits to Your 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.

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.

For Dependent 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.

**OVERPAYMENT**

If, as the result of an error or fraud, We pay more for a benefit than what was appropriate, We have the right to recover the overpayment. We may reduce or offset against any benefits payable until full reimbursement is made, but only to the extent the overpayment was made.

**LEGAL ACTIONS**

A claimant may not initiate a legal action to recover benefits until 60 days after We receive sufficient proof of loss regarding the claim. No legal action may be brought after 3 years from the time written proof of loss was required to be provided.

# General Provisions

## ENTIRE CONTRACT

The following items make up the entire contract of insurance between Us and the Policyholder:

- The Policy issued to the Policyholder.
- The Policy Incorporation Endorsement issued to the Policyholder.
- The Policyholder's signed application, a copy of which is attached to the Policy when issued.
- The Insureds' signed applications, if any.
- The Conditions List identified on the Policy Incorporation Endorsement.
- The Certificate(s) of coverage identified on the Policy Incorporation Endorsement.
- Any riders and endorsements to the Policy and the Certificate(s) identified on the Policy Incorporation Endorsement.

## CHANGES TO THE POLICY

No change to the Policy or its related documents will be valid unless it is approved by one of Our executive officers in writing. We will provide a copy of the rider or endorsement effecting such change to the Policyholder for attachment to the Policy, and also for the Insureds if the change affects the Certificate(s). No change will be made to the Policy unless the modified language was previously approved by the Texas Department of Insurance.

**No agent, representative or other employee of Ours or of any other entity has the authority to change the Policy or its related documents, or waive any of its provisions.**

## STATEMENTS

Statements in a written application or enrollment made by any Insured are considered representations and not warranties. No such statements made by an Insured will be used in any contest unless a copy of the signed application or enrollment form is given to the Insured, their representative, or beneficiary. The statement on which any contest is based must be material to the risk accepted or the hazard assumed by Us.

## TIME LIMIT ON CERTAIN DEFENSES (INCONTESTABILITY)

After 2 years from an Insured's coverage effective date, no misstatements, except fraudulent misstatements, made by You in a written application or enrollment will be used to void coverage or deny a claim for a Diagnosis occurring after that 2-year period.

## ASSIGNMENT

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

## PHYSICAL EXAMINATIONS

We have the right to have an Insured undergo a physical exam as often as reasonably required while a claim is pending. We also have the right to make an autopsy in the case of an Insured's death, unless the autopsy is prohibited by law. The physical exam or autopsy will be conducted at Our expense.

## MISSTATEMENT OF AGE

If premium rates are based on age and an Insured's age was misstated in an application or enrollment, We may adjust premiums or benefit amounts to reflect the coverage that would have been provided for the correct age.

**UNPAID PREMIUMS**

If premiums are owed to Us when a claim is made, We may recover the unpaid premium by reducing the benefit amount payable.

**CONFORMITY WITH STATE STATUES**

Any provision of the Policy, Certificate or its related documents 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.

**PAYMENT TO THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION**

In the event that the Texas Health and Human Services Commission is paying benefits on behalf of an Insured under Chapters 31 or 32 of the Human Resources Code, i.e., financial and medical assistance service program administered pursuant to the Human Resources Code, and We are notified through an attachment to the claim when first submitted to Us, which states that all benefits payable are to be paid directly to the Texas Health and Human Services Commission, We will pay all benefits under the Policy for the Insured to the Texas Health and Human Services Commission.

In the event that the Texas Health and Human Services Commission is paying benefits on behalf of a Child and We are notified through an attachment to the claim when first submitted to Us, which states that all benefits payable are to be paid directly to the Texas Health and Human Services Commission, We will pay all benefits under the Policy for the Child to the Texas Health and Human Services Commission.

**PAYMENT TO MANAGING CONSERVATOR OF A DEPENDENT**

For a minor Child who otherwise qualifies as a Dependent of an Insured, benefits may be paid on behalf of the Child to a person who is not the Insured if an order issued by a court of competent jurisdiction in this or any other state appoints such person the possessory or managing conservator of the Child.

To be entitled to receive benefits, a possessory or managing conservator of the Child must submit to Us, with the claim application, written notice that such person is the possessory or managing conservator of the Child on whose behalf the claim is made and submit a certified copy of a court order establishing the person as a possessory or managing conservator or other evidence designated by rule of the Texas Department of Insurance that the person qualifies to be paid the benefits. Such requirements shall not apply in the case of any unpaid medical bill for which a valid assignment of benefits has been exercised or to claims submitted by the Insured where the Insured has paid any portion of a medical bill that would be covered under the terms of the Policy.

## Conditions List

Review the Conditions List at <https://voyaprotectforms.joinansel.com/Conditions-List-RL-LB-CL-22.pdf> for a complete list of Covered Conditions.

## How you're protected if your life or health insurance company fails

The Texas Life and Health Insurance Guaranty Association protects you by paying your covered claims if your life or health insurance company is insolvent (can't pay its debts). **This notice summarizes your protections.**

The Association will pay your claims, with some exceptions required by law, if your company is licensed in Texas and a court has declared it insolvent. You must live in Texas when your company fails. If you don't live in Texas, you may still have some protections.

**For each insolvent company, the Association will pay a person's claims only up to these dollar limits set by law:**

- **Accident, accident and health, or health insurance (including HMOs):**
  - Up to \$500,000 for health benefit plans, with some exceptions.
  - Up to \$300,000 for disability income benefits.
  - Up to \$300,000 for long-term care insurance benefits.
  - Up to \$200,000 for all other types of health insurance.
- **Life Insurance:**
  - Up to \$100,000 in net cash surrender or withdrawal value.
  - Up to \$300,000 in death benefits.
- **Individual Annuities:** Up to \$250,000 in the present value of benefits, including cash surrender and net cash withdrawal values.
- **Other policy types:** Limits for group policies, retirement plans and structured settlement annuities are in Chapter 463 of the Texas Insurance Code.
- **Individual aggregate limit:** Up to \$300,000 per person, regardless of the number of policies or contracts. A limit of \$500,000 may apply for people with health benefit plans.
- **Parts of some policies might not be protected:** For example, there is no protection for parts of a policy or contract that the insurance company doesn't guarantee, such as some additions to the value of variable life or annuity policies.

To learn more about the Association and your protections, contact:

**Texas Life and Health Insurance Guaranty Association**  
515 Congress Avenue, Suite 1875  
Austin, TX 78701  
1-800-982-6362 or [www.txlifega.org](http://www.txlifega.org)

For questions about insurance, contact:

**Texas Department of Insurance**  
P.O. Box 149104  
Austin, TX 78714-9104  
1-800-252-3439 or [www.tdi.texas.gov](http://www.tdi.texas.gov)

**Note:** You're receiving this notice because Texas law requires your insurance company to send you a summary of your protections under the Texas Life and Health Insurance Guaranty Association Act (Insurance Code, Chapter 463). These protections apply to insolvencies that occur after September 1, 2019. **There may be other exceptions that aren't included in this notice.** When choosing an insurance company, you should not rely on the Association's coverage. Texas law prohibits companies and agents from using the Association as an inducement to buy insurance or HMO coverage.

Chapter 463 controls if there are differences between the law and this summary.



# Privacy Notice



## FACTS

### WHAT DOES VOYA FINANCIAL DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and account balance</li> <li>• Assets and transaction or loss history</li> <li>• Investment experience and employment information</li> </ul>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Voya chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Voya share?	Can you limit this sharing?
<b>For our everyday business purposes</b> – such as to process your transactions, maintain your account(s) and required records, respond to court orders and legal investigations, detect and prevent fraud, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> – to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> – information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> – information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	No	We don't share

To limit our sharing	<ul style="list-style-type: none"> <li>• Call our toll-free number (855) 685-9519 – our menu will prompt you through your choice.</li> </ul> <p><b>Please note:</b></p> <p>If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
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Questions?	Call the telephone number listed on your statements and other correspondence or go to <a href="http://voya.com/contact-us">http://voya.com/contact-us</a> .
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# Privacy Notice



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Who we are	
<b>Who is providing this notice?</b>	This notice is provided by certain companies owned by Voya Financial, Inc. A list of these companies is provided at the end of this notice.
What do we do	
<b>How does Voya protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with state and federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Voya collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• open an account or give us your contact information</li> <li>• apply for insurance or seek advice about your investments</li> <li>• tell us about your investment or retirement portfolio</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account.

Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Our affiliates include companies with the Voya name; financial companies such as Voya Retirement Insurance and Annuity Company; and nonfinancial companies such as Voya Services Company.</li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Voya does not share with nonaffiliates so they can market to you.</li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• Voya does not jointly market.</li> </ul>

Other important information
<p>See our Supplemental State-Specific Privacy Notice for additional information about the categories of personal information we collect and share, the individual rights granted under certain state laws, and how to exercise those rights. Voya does not sell personal information. If you live in a state where the laws further restrict the sharing of your personal information, we will not share information we collect about you with nonaffiliates, unless the law allows, and we will limit sharing among our affiliates to the extent required by state law. <b>If you are a participant in a retirement plan sponsored by your current or former employer, our contract with your plan sponsor may contain additional restrictions on the use or sharing of your personal information.</b></p>

Voya affiliates
<p>This notice is provided by: Benefit Strategies, LLC; Pen-Cal Administrators, Inc.; ReliaStar Life Insurance Company; ReliaStar Life Insurance Company of New York; Security Life Assignment Corporation; Voya Benefits Company, LLC; Voya Capital Corporation, LLC; Voya Financial, Inc.; Voya Financial Partners, LLC; Voya funds; Voya Funds Services, LLC; Voya Institutional Plan Services, LLC; Voya Institutional Trust Company; Voya Investments, LLC; Voya Investments Distributor, LLC; Voya Retirement Advisors, LLC; and Voya Retirement Insurance and Annuity Company.</p>