

## **RELIASTAR LIFE INSURANCE COMPANY**

### **HOSPITAL INDEMNITY AND OTHER FIXED INDEMNITY POLICIES**

This 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.

# YOUR HOSPITAL CONFINEMENT INDEMNITY INSURANCE PLAN

For Employees of  
Lutheran Senior Services

# GROUP HOSPITAL CONFINEMENT INDEMNITY 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:** Lutheran Senior Services  
**GROUP POLICY NUMBER:** 70587-0CHI  
**POLICY EFFECTIVE DATE:** January 1, 2019  
**GOVERNING JURISDICTION:** Missouri

### **THIS IS LIMITED BENEFIT COVERAGE.**

**Benefits are paid for Hospital Confinements as defined in the Certificate.**

ReliaStar Life Insurance Company (We, Us, Our) certifies that We have issued the group Policy listed above to the Policyholder. The Policy is available for You to review if You contact the Policyholder for more information. **This is Your Certificate as long as You are eligible for coverage and You become insured. Please read it carefully and keep it in a safe place.** This Certificate replaces any other Certificates We may have given You under the Policy.

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

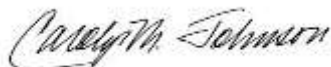
For purposes of effective dates and ending dates under the Policy, all days begin at 12:01 a.m. standard time at the Policyholder's address and end at 12:00 midnight standard time at the Policyholder's address.

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

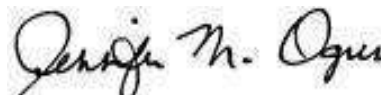
**Notice to buyer: This is a Hospital Confinement Indemnity Certificate. This Certificate provides limited benefits. Benefits provided are supplemental and are not intended to cover medical expenses.**

**Limitations or 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.



President



Secretary

## TABLE OF CONTENTS

Section	page
Cover Page.....	1
Table of Contents .....	2
Schedule of Benefits.....	3
Definitions .....	4
General Provisions .....	6
Hospital Confinement Indemnity Benefits .....	10
Exclusions and Limitations .....	11
Claims.....	12

## **SCHEDULE OF BENEFITS**

**EMPLOYER:** Lutheran Senior Services

**GROUP POLICY NUMBER:** 70587-0CHI

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

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

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

### **MINIMUM HOURS REQUIREMENT**

30 hours per week

### **ELIGIBILITY WAITING PERIOD**

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

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

### **REHIRE**

If Your employment with the Employer ends and You are rehired within 365 days, Your previous Active Employment while in an eligible class will apply toward the Eligibility Waiting Period. All other Policy provisions apply.

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

You pay the cost of Your coverage.

### **DAILY BENEFIT AMOUNT**

\$100

### **HOSPITAL CONFINEMENT INDEMNITY BENEFITS**

**Hospital Confinement:** 1 times the daily benefit amount for up to 30 days

**Critical Care Unit (CCU) Confinement:** 2 times the daily benefit amount for up to 15 days

**Rehabilitation Facility Confinement:** 1/2 of the daily benefit amount for up to 30 days

## 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.

**Confined** or **Confinement** means that on the advice of a Doctor, Your assignment to a bed as a resident inpatient in a Hospital or Critical Care Unit (CCU) or Rehabilitation Facility. There must be a charge for room and board.

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

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

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

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

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

**Employee** means a person who is a citizen or 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.

**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 an Accident and not related to any other cause. Injuries must be independent of Sickness, disease, bodily infirmity and other causes.

**Insured Person** means a person 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.

**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.

**Observation Unit** means a specified area within a Hospital, apart from the emergency room, where a patient can be monitored following outpatient surgery or treatment in the emergency room by a Doctor, and that fully meets each of the following requirements:

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

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

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

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

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

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

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

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

**You and Your** means an Employee who is eligible for coverage under the Policy.

## 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.

### EFFECTIVE DATE OF COVERAGE

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

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

### EFFECTIVE DATE OF CHANGES TO COVERAGE

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

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

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

### LEAVE OF ABSENCE

If You are on an Employer-approved Leave of Absence after coverage becomes effective under the Policy, and if premiums are paid, Your coverage may be continued beyond the date You are no longer in Active Employment, limited to the time periods described below.

If You are on a Leave of Absence as described under the Family and Medical Leave Act of 1993 ("FMLA") or applicable state family and medical leave law ("State FML"), and the Employer's Human Resource Policy provides for continuation of the type of coverage provided under the Policy during an FMLA or State FML Leave of Absence, Your coverage will be continued until the end of the later of:

- The leave period permitted by the federal Family and Medical Leave Act of 1993 and any amendments.
- The leave period permitted by applicable state law.

If You are on a Leave of Absence other than an FMLA or State FML Leave of Absence, and if premium is paid, Your coverage will be continued through the end of in which the Leave of Absence begins.

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, Your coverage may be continued until the end of the later of:

- The length of time Your coverage may be continued under the Certificate for an FMLA or State FML Leave of Absence.
- The length of time Your coverage may be continued under the Certificate for a Leave of Absence other than an FMLA or State FML Leave of Absence.



If the Employer has approved more than one type of Leave of Absence for You during any one period that You are not in Active Employment, We will consider such leaves to be concurrent for the purpose of determining how long Your coverage may continue under the Policy.

If Your 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, Your coverage will be reinstated effective the date You return to Active Employment.

If Your coverage is not continued during a Leave of Absence for active military service, and You return to Active Employment, Your coverage may be reinstated in accordance with USERRA and applicable state law.

In no event will Your coverage under the Policy be continued beyond the date Your coverage would otherwise end according to the terms of the TERMINATION OF COVERAGE provision.

## **TERMINATION OF COVERAGE**

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

- The date the Policy terminates.
- The date You are no longer in an eligible class.
- The date Your eligible class is no longer covered.
- The date You voluntarily cancel Your coverage.
- The end of the period for which You paid premiums, if You stop making a required premium contribution, subject to the grace period.
- The end of the Policyholder's grace period, if the Policyholder does not remit premium to Us by the end of such period.
- The 15<sup>th</sup> of the month when Your last day of Active Employment is between the 1<sup>st</sup> and 15<sup>th</sup> of the month, except as provided under a covered Leave of Absence.
- The last day of the month when Your last day of Active Employment is after the 15<sup>th</sup> of the month, except as provided under covered Leave of Absence.

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 10% participation of those eligible persons who pay all or part of their premium for the Policy.
- The Policyholder does not promptly provide Us with information that is reasonably required.
- Fewer than 25 persons are insured under the Policy.
- The premium is not paid in accordance with the provisions of the Policy.
- We determine that there is a significant change in the size, occupation or age of the eligible class(es) as a result of a corporate transaction such as a merger, divestiture, acquisition, sale or reorganization of the Policyholder and/or its persons.
- We stop providing the type of coverage under this Policy to all groups in the Policy issue state.

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

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

Except for nonpayment of the required premium or the failure to meet continued underwriting standards, We will not terminate the Policy prior to the first Policy anniversary date following the Policy effective date.

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 cancellation 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.

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

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

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

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

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

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

### **GRACE PERIOD**

The Policyholder has a grace period of 60 days for the payment of any premium due except the first. 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, Your beneficiary 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.

**MISSTATEMENT OF AGE**

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

**OTHER INSURANCE WITH US**

You may only have one Policy or Certificate, elected by You, that provides Hospital Confinement benefits through Us. If more than one Policy or Certificate is issued by Us, only one Policy or Certificate will remain in force and the premiums for the other(s) will be refunded.

**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.

## HOSPITAL CONFINEMENT INDEMNITY BENEFITS

We will pay a benefit (shown in the SCHEDULE OF BENEFITS) for an eligible Confinement while You are insured under the Policy. No benefit is payable if You are not covered under the Policy at the time services are received. Benefits are payable for each day you are Confined for a maximum of 30 days for each Confinement. Any combination of Confinement benefits payable will not exceed a total of 30 days during a period of Confinement(s). Re-Confinements that occur within 14 days after being discharged for the same or a related condition are considered to be part of the previous Confinement. A Confinement that begins more than 14 days after discharge for a previous Confinement is considered a new Confinement. Only one type of Confinement benefit is payable for each day of eligible Confinement.

**Hospital Confinement:** We will pay this benefit if You are Confined in a Hospital or an Observation Unit for at least 20 consecutive hours on an inpatient basis.

**Critical Care Unit (CCU) Confinement:** We will pay this benefit if You are Confined in a Critical Care Unit for at least 20 consecutive hours on an inpatient basis.

**Rehabilitation Facility Confinement:** We will pay this benefit if You are Confined in a Rehabilitation Facility for at least 20 consecutive hours on an inpatient basis.

## **EXCLUSIONS AND LIMITATIONS**

### **EXCLUSIONS**

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

- Participation or attempt to participate in a felony or illegal activity.
- Operation of a motorized vehicle while intoxicated. Intoxication means Your blood alcohol content meets or exceeds the legal presumption of intoxication under the laws of the state where the Accident occurred.
- Suicide, attempted suicide or any intentionally self-inflicted Injury, while sane.
- 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.
- Elective surgery, except when required for appropriate care as a result of Your Injury or Sickness.
- Riding in or driving any motor-driven vehicle in a race, stunt show or speed test.
- Operating, or training to operate, or service as a crew member of, or jumping, parachuting or falling from, any aircraft or hot air balloon, including those which are not motor-driven. Flying as a fare-paying passenger is not excluded.
- Engaging in hang-gliding, bungee jumping, parachuting, sailgliding, parasailing, parakiting, kitesurfing or any similar activities.
- Practicing for, or participating in, any semi-professional or professional competitive athletic contests for which any type of compensation or remuneration is received.

## **CLAIMS**

### **NOTICE OF CLAIM**

Written notice of Your claim should be given to Us within 30 days after the date of loss. The notice may be given to Us at Our home office or to Our authorized 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.

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

### **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 Your estate.

### **LEGAL ACTION**

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

**SPOUSE HOSPITAL CONFINEMENT INDEMNITY RIDER**  
**RELIASTAR LIFE INSURANCE COMPANY**  
**20 Washington Avenue South, Minneapolis, Minnesota 55401**

**POLICYHOLDER:** Lutheran Senior Services

**GROUP POLICY NUMBER:** 70587-0CHI

This rider is made a part of the Hospital Confinement Indemnity Insurance Certificate and is subject to all of the provisions, limitations and exclusions of the Policy and Certificate, unless changed by this rider. Unless expressly changed by this rider, the terms used in this rider have the same meaning as in the Certificate. **This rider provides limited benefits. Benefits provided are supplemental and are not intended to cover medical expenses.**

**CONTENTS**

Schedule of Benefits.....	page 1
Definitions.....	page 2
General Provisions.....	page 2
Hospital Confinement Indemnity Benefits.....	page 3
Exclusions and Limitations.....	page 3
Claims.....	page 4

**SCHEDULE OF BENEFITS**

**WHO PAYS FOR THE COVERAGE**

You pay the cost of coverage under this Spouse Hospital Confinement Indemnity Rider.

**DAILY BENEFIT AMOUNT**

\$100

**HOSPITAL CONFINEMENT INDEMNITY BENEFITS**

<b>Hospital Confinement:</b>	1 times the daily benefit amount for up to 30 days
<b>Critical Care Unit (CCU) Confinement:</b>	2 times the daily benefit amount for up to 15 days
<b>Rehabilitation Facility Confinement:</b>	1/2 times the daily benefit amount for up to 30 days

## 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 domestic partner or civil union partner who is recognized as equivalent to a Spouse in the state with governing jurisdiction of the Policy. 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.

**You** and **Your** means an Employee who is eligible for coverage under the Policy. If a former Spouse is covered after divorce, or a widowed Spouse is covered after Your death, then references to “You” and “Your” will include this former Spouse or widowed Spouse where applicable.

## GENERAL PROVISIONS

### ELIGIBILITY

If You are covered under the Policy, then Your Spouse under age 70 is eligible under this Spouse Hospital Confinement Indemnity Rider on the latest of the following:

- The Policy effective date.
- The date this Spouse Hospital Confinement Indemnity Rider is available to the eligible class of Insured Persons to which You belong.
- Your Hospital Confinement Indemnity coverage effective date.
- The date of Your marriage.

If Your Spouse is covered under the Policy as an Employee, then Your Spouse is not eligible for coverage under this Spouse Hospital Confinement Indemnity Rider.

### EFFECTIVE DATE

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

- The date Your Spouse is eligible for coverage, if You apply for Spouse coverage on or before that date.
- The date You apply for Spouse coverage, if You apply within 31 days after the date You become eligible for Spouse coverage.
- The date You return to Active Employment, if You are not in Active Employment when Your Spouse’s coverage would otherwise become effective. **Exception:** Coverage starts on a non-working day if You were in Active Employment on Your last scheduled working day before the non-working day. Non-working days include time off for the following: vacations, personal holidays, weekends and holidays, and paid time off for nonmedical-related absences.

### TERMINATION

This Spouse Hospital Confinement Indemnity Rider terminates on the earliest of the following:

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



## **PORTABILITY**

If You are approved by Us to continue Your coverage under the Certificate's PORTABILITY provision, then this Spouse Hospital Confinement Indemnity 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 Your Spouse Hospital Confinement Indemnity Rider on the date of Your death or divorce, 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 Your Spouse Hospital Confinement Indemnity Rider. Ported coverage is subject to all the terms of the Policy and Certificate.

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

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

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

## **HOSPITAL CONFINEMENT INDEMNITY BENEFITS**

The benefits for Your Spouse are the same as Your benefits as shown in the HOSPITAL CONFINEMENT INDEMNITY BENEFITS section of the Certificate, based on Your Spouse's eligible Confinement.

## **EXCLUSIONS AND LIMITATIONS**

### **EXCLUSIONS**

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

- Participation or attempt to participate in a felony or illegal activity.
- Operation of a motorized vehicle while intoxicated. Intoxication means Your Spouse's blood alcohol content meets or exceeds the legal presumption of intoxication under the laws of the state where the Accident occurred.
- Suicide, attempted suicide or any intentionally self-inflicted Injury, while sane.
- 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.
- Elective surgery, except when required for appropriate care as a result of Your Spouse's Injury or Sickness.
- Riding in or driving any motor-driven vehicle in a race, stunt show or speed test.
- Operating, or training to operate, or service as a crew member of, or jumping, parachuting or falling from, any aircraft or hot air balloon, including those which are not motor-driven. Flying as a fare-paying passenger is not excluded.
- Engaging in hang-gliding, bungee jumping, parachuting, sailgliding, parasailing, parakiting, kitesurfing or any similar activities.
- Practicing for, or participating in, any semi-professional or professional competitive athletic contests for which any type of compensation or remuneration is received.

## **CLAIMS**

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

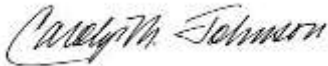
## **FILING A CLAIM**

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.

## **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 the time of Your Spouse's death will be paid to You or to Your estate.

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



President



Secretary

# CHILDREN'S HOSPITAL CONFINEMENT INDEMNITY RIDER

RELIASTAR LIFE INSURANCE COMPANY  
20 Washington Avenue South, Minneapolis, Minnesota 55401

**POLICYHOLDER:** Lutheran Senior Services

**GROUP POLICY NUMBER:** 70587-0CHI

This rider is made a part of the Hospital Confinement Indemnity Certificate and is subject to all of the provisions, limitations and exclusions of the Policy and Certificate, unless changed by this rider. Unless expressly changed by this rider, the terms used in this rider have the same meaning as in the Certificate. **This rider provides limited benefits. Benefits provided are supplemental and are not intended to cover medical expenses.**

## CONTENTS

Schedule of Benefits.....	page 1
Definitions.....	page 2
General Provisions.....	page 2
Hospital Confinement Indemnity Benefits.....	page 4
Exclusions and Limitations.....	page 4
Claims.....	page 4

## SCHEDULE OF BENEFITS

### WHO PAYS FOR THE COVERAGE

You pay the cost of coverage under this Children's Hospital Confinement Indemnity Rider.

### DAILY BENEFIT AMOUNT

\$100

### HOSPITAL CONFINEMENT INDEMNITY BENEFITS

<b>Hospital Confinement:</b>	1 times the daily benefit amount for up to 30 days
<b>Critical Care Unit (CCU) Confinement:</b>	2 times the daily benefit amount for up to 15 days
<b>Rehabilitation Facility Confinement:</b>	1/2 times the daily benefit amount for up to 30 days

## DEFINITIONS

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

**Child or Children** means Your natural or adopted child (from the date of placement) or stepchild from birth to 26 years of age.

This definition includes a Child of Your domestic partner or civil union partner who is recognized as equivalent to a Spouse in the state with governing jurisdiction of the Policy.

This definition includes Your Child age 26 or older who remains dependent on You for support and maintenance because that Child is incapable of working due to physical or mental handicap. Written proof of the Child's incapacity must be furnished to Us at our home office within 31 days prior to the Child reaching the limiting age while insured under this Children's Hospital Confinement Indemnity 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 handicap is continuing.

**Spouse** means Your lawful spouse. It includes Your domestic partner or civil union partner who is recognized as equivalent to a Spouse in the state with governing jurisdiction of the Policy. Any reference to marriage includes establishment of a domestic partnership or civil union.

## GENERAL PROVISIONS

### ELIGIBILITY

If You are covered under the Policy, then Your Children are eligible under this Children's Hospital Confinement Indemnity Rider on the latest of the following:

- The Policy effective date.
- The date this Children's Hospital Confinement Indemnity Rider is available to the eligible class of Insured Persons to which You belong.
- Your Hospital Confinement Indemnity coverage effective date.
- The date you acquire a Child by marriage, birth or adoption.

If You have coverage under this Children's Hospital Confinement Indemnity Rider and You acquire a new eligible Child due to birth, marriage or adoption, then the newly eligible Child will be covered automatically from the date of the event.

If Your Child is covered under the Policy as an Employee, then Your Child is not eligible for coverage under this Children's Hospital Confinement Indemnity Rider.

If both You and Your Spouse are covered under the Policy as an Employee, then only one, but not both, may cover the same Children under his/her Children's Hospital Confinement Indemnity Rider. If the parent who is covering the Children stops being insured as an Employee then the other parent may apply for Children's coverage under this rider.

### EFFECTIVE DATE

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

- The date Your Children are eligible for coverage, if You apply for Children's coverage on or before that date.
- The date You apply for Children's coverage.

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

## **TERMINATION**

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

- The date this Children's Hospital Confinement Indemnity Rider terminates.
- The date the Child reaches age 26, unless he/she is handicapped as defined under the definition of Child. Coverage of a handicapped Child ends when there is no longer evidence satisfactory to Us that the handicap is continuing.

This Children's Hospital Confinement Indemnity Rider terminates on the earliest of the following:

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

## **PORTABILITY**

If You are approved by Us to continue Your coverage under the Certificate's PORTABILITY provision, then this Children's Hospital Confinement Indemnity 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 Hospital Confinement Indemnity Rider, then this Children's Hospital Confinement Indemnity Rider can be continued under Your Spouse's coverage. Following portability of this rider, Children may be covered only if they would have been eligible for coverage under the eligibility rules in force prior to the death of the Employee.

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

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

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

## **HOSPITAL CONFINEMENT INDEMNITY BENEFITS**

The benefits for Your Children are the same as Your benefits as shown in the HOSPITAL CONFINEMENT INDEMNITY BENEFITS section of the Certificate, based on Your Child's eligible Confinement. Benefits are payable for each covered Child.

## EXCLUSIONS AND LIMITATIONS

### EXCLUSIONS

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

- Participation or attempt to participate in a felony or illegal activity.
- Operation of a motorized vehicle while intoxicated. Intoxication means Your Child's blood alcohol content meets or exceeds the legal presumption of intoxication under the laws of the state where the Accident occurred.
- Suicide, attempted suicide or any intentionally self-inflicted Injury, while sane.
- 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.
- Elective surgery, except when required for appropriate care as a result of Your Child's Injury or Sickness.
- Riding in or driving any motor-driven vehicle in a race, stunt show or speed test.
- Operating, or training to operate, or service as a crew member of, or jumping, parachuting or falling from, any aircraft or hot air balloon, including those which are not motor-driven. Flying as a fare-paying passenger is not excluded.
- Engaging in hang-gliding, bungee jumping, parachuting, sailgliding, parasailing, parakiting, kitesurfing or any similar activities.
- Practicing for, or participating in, any semi-professional or professional competitive athletic contests for which any type of compensation or remuneration is received.

### CLAIMS

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.

### BENEFIT PAYMENTS

Benefits under this Children's Hospital Confinement Indemnity 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 the time of Your Child's death will be paid to You or to Your estate.

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



President



Secretary

# INITIAL CONFINEMENT BENEFIT RIDER

RELIASTAR LIFE INSURANCE COMPANY  
20 Washington Avenue South, Minneapolis, Minnesota 55401

**POLICYHOLDER:** Lutheran Senior Services

**GROUP POLICY NUMBER:** 70587-0CHI

This rider is made a part of the Hospital Confinement Indemnity Insurance Certificate and is subject to all of the provisions, limitations and exclusions of the Policy and Certificate, unless changed by this rider. Unless expressly changed by this rider, the terms used in this rider have the same meaning as in the Certificate. **This rider provides limited benefits. Benefits provided are supplemental and are not intended to cover medical expenses.**

## CONTENTS

Schedule of Benefits.....	page 1
Definitions.....	page 2
General Provisions.....	page 2
Benefits.....	page 3
Exclusions and Limitations.....	page 4
Claims.....	page 4

## SCHEDULE OF BENEFITS

### WHO PAYS FOR THE COVERAGE

The cost of coverage under this Initial Confinement Benefit Rider is automatically included in the cost of Your coverage.

### DAILY BENEFIT AMOUNT

Same as under Your Hospital Confinement Indemnity Certificate and Spouse Hospital Confinement Indemnity Rider and Children's Hospital Confinement Indemnity Rider.

### INITIAL CONFINEMENT BENEFIT

10 times the daily benefit amount that was payable under the Certificate or Spouse Hospital Confinement Indemnity Rider or Children's Hospital Confinement Indemnity Rider for the same Confinement.

## DEFINITIONS

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

**Covered Person** means:

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

**You** and **Your** means an Employee who is eligible for coverage under the Policy. If a former Spouse is covered after divorce, or a widowed Spouse is covered after Your death, then references to "You" and "Your" will include this former Spouse or widowed Spouse where applicable.

## 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 Initial Confinement Benefit Rider on the latest of the following dates:

- The Policy effective date.
- The date this Initial Confinement Benefit Rider is available to the eligible class of Insured Persons to which You belong.
- Your Hospital Confinement Indemnity 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 Initial Confinement Benefit Rider will terminate on the earliest of the following:

- The date Your Certificate terminates.
- The date the Initial Confinement Benefit Rider is terminated for all Insured Persons under the Policy.
- For Your Spouse's coverage, the date the Spouse Hospital Confinement Indemnity Rider terminates.
- For each Child's coverage, the date Your Child's coverage under the Children's Hospital Confinement Indemnity Rider terminates.

### PORTABILITY

If You are approved by Us to continue Your coverage under the Certificate's PORTABILITY provision, then this Initial Confinement Benefit 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 Hospital Confinement Indemnity Rider, then this Initial Confinement Benefit Rider can also be continued under Your Spouse's coverage.



## **BENEFITS**

We will pay an INITIAL CONFINEMENT BENEFIT (shown on the SCHEDULE OF BENEFITS) to You if a Covered Person is Confined on an inpatient basis for at least 20 consecutive hours in one of the following facilities:

- A Hospital or Hospital Observation Unit.
- A Critical Care Unit.
- A Rehabilitation Facility.

Only one initial Confinement benefit is payable for each Confinement. The Confinement must occur while the Covered Person is insured under the Policy.

If the Covered Person is discharged from one of these listed facilities and then re-Confined in one of the listed facilities within 14 days due to the same or a related condition, the re-Confinement will be considered part of the previous Confinement and no additional initial Confinement benefit will be available.

We will pay You a maximum of 4 initial Confinement benefits per calendar year for all Covered Persons, but no more than 1 initial Confinement benefits per calendar year for each Covered Person.

## **EXCLUSIONS AND LIMITATIONS**

### **EXCLUSIONS**

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

- Participation or attempt to participate in a felony or illegal activity.
- Operation of a motorized vehicle while intoxicated. Intoxication means the Covered Person's blood alcohol content meets or exceeds the legal presumption of intoxication under the laws of the state where the Accident occurred.
- Suicide, attempted suicide or any intentionally self-inflicted Injury, while sane.
- 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.
- Elective surgery, except when required for appropriate care as a result of the Covered Person's Injury or Sickness.
- Riding in or driving any motor-driven vehicle in a race, stunt show or speed test.
- Operating, or training to operate, or service as a crew member of, or jumping, parachuting or falling from, any aircraft or hot air balloon, including those which are not motor-driven. Flying as a fare-paying passenger is not excluded.
- Engaging in hang-gliding, bungee jumping, parachuting, sailgliding, parasailing, parakiting, kitesurfing or any similar activities.
- Practicing for, or participating in, any semi-professional or professional competitive athletic contests for which any type of compensation or remuneration is received.

## **CLAIMS**

Additional general claims 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 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 Initial Confinement Benefit 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 the time of the Covered Person's death will be paid to You or to Your estate.

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



President



Secretary

The Summary Plan Description on the following pages is provided to you at the request of the Policyholder. It is not part of the insurance certificate.

## SUMMARY PLAN DESCRIPTION

For a Plan of Insurance Underwritten by  
ReliaStar Life Insurance Company  
P.O. Box 122  
Minneapolis, Minnesota 55440-0122

**Plan Name, Number and Name and Address of Plan Sponsor:**

Lutheran Senior Services Benefit Plan  
70587-0CHI  
Lutheran Senior Services  
1150 Hanley Industrial Court  
St. Louis, MO, 63144

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

Lutheran Senior Services  
1150 Hanley Industrial Court  
St. Louis, MO, 63144  
314-968-9313

**Identification Numbers**

IRS Employer Identification Number: 43-0654862  
Plan Number: 501

**Agent for Legal Process:** Plan Administrator

**Trustees:** None

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

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

**Premium Payments:** Premiums are 100% Employee paid

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

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

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

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

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

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

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

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

## SUMMARY PLAN DESCRIPTION

### CLAIM PROCEDURES FOR HOSPITAL CONFINEMENT INDEMNITY INSURANCE

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

## SUMMARY PLAN DESCRIPTION

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

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

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

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

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

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

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

### **Enforce Your Rights**

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

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

### **Assistance with Your Questions**

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