YOUR
HOSPITAL
CONFINEMENT
INDEMNITY
INSURANCE
PLAN

For Employees of TrueBlue, Inc.

# 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: TrueBlue, Inc.
GROUP POLICY NUMBER: 71769-0CHI2
POLICY EFFECTIVE DATE: December 21, 2020

POLICY EFFECTIVE DATE: December 21, 20

GOVERNING JURISDICTION: Illinois

# THIS IS LIMITED BENEFIT INDEMNITY COVERAGE

Benefits are paid for Hospital Confinements and other covered losses as defined in the Certificate. The Policy does not constitute comprehensive health insurance coverage (often referred to as "major medical insurance coverage"). In addition, the Policy does not satisfy the requirement of minimum essential coverage under the Affordable Care Act. Benefits are paid under the Policy for Hospital Confinement or other covered losses as indemnity insurance and are not intended to cover medical expenses.

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

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

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

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

# Exclusions may apply.

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

Robert L. Grubka President

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Melissa A. O'Donnell Secretary

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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.

#### Maryland residents:

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

# **Consumer Complaint Notice for New Mexico residents:**

If you are a resident of New Mexico, your coverage will be administered in accordance with the minimum applicable standards of New Mexico law. If you have concerns regarding a claim, premium, or other matters relating to this coverage, you may file a complaint with the New Mexico Office of Superintendent of Insurance (OSI) using the complaint form available on the OSI website and found at:

https://www.osi.state.nm.us/ConsumerAssistance/index.aspx

# 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

**EMPLOYER:** TrueBlue, Inc. **GROUP POLICY NUMBER:** 71769-0CHI2

# **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

Employees: 20 hours per week

## **ELIGIBILITY WAITING PERIOD**

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

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

## WHO PAYS FOR THE COVERAGE

You pay the cost of your coverage.

# **BENEFIT AMOUNTS**

# **DAILY CONFINEMENT AMOUNT(S)**

Preferred

\$500

#### **CONFINEMENT DAILY BENEFITS**

**Facility Confinement Benefits** 

**Hospital Confinement** 1 times the daily Confinement amount per day, up to a maximum of 365 days per

Confinement

Critical Care Unit (CCU) 2 times the daily Confinement amount per day, up to a maximum of 30 days per

Confinement Confinement

Rehabilitation Facility 1/2 of the daily Confinement amount per day, up to a maximum of 30 days per

Confinement Confinement

**Admission Benefits** 

Hospital Admission \$2,500 for the first day of

Hospital

Confinement, once per

Confinement

Critical Care Unit (CCU)

\$5,000 for the first day of Admission CCU Confinement,

once per Confinement

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

Any combination of facility Confinement and admission benefits payable will not exceed a total of 90 days during a period of Confinement.

# **OBSERVATION UNIT DAILY BENEFIT**

Observation unit benefit \$350 per day, up to a maximum of one day per calendar year.

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

# NON-CONFINEMENT DAILY BENEFIT(S)

Doctor visit \$100 per day, up to a maximum of 6 days per calendar year.

Outpatient surgery visit \$1,000 per day, up to a maximum of 4 days per calendar year.

Emergency Room visit \$100 per day, up to a maximum of 2 days per calendar year.

Only one type of non-Confinement daily benefit is payable per day.

# **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.

**Clinical Facility** means a specified area within a Hospital or a standalone facility licensed as a clinic that treats walk-in patients or scheduled patients during all hours of operations.

**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, other than in any government, military or veterans' facility for which there is no 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.

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

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

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

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

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

**Infection** means bacterial infections, except infections which result from an Accident Injury, or infections which result from Accidental, involuntary or unintentional ingestion of a contaminated substance.

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

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

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

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

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

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

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

# **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.

## **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, approved nonmedical leave of absence 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.

#### 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 last day you are in Active Employment.

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

## **POLICY TERMINATION**

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

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

- There is less than 15% participation of those eligible persons who pay all or part of their premium for the Policy.
- The Policyholder does not promptly provide us with information that is reasonably required.
- Fewer than 25 persons are insured under the Policy.
- The premium is not paid in accordance with the provisions of the Policy.
- We determine that there is a significant change in the size, occupation or age of the eligible class(es) as a result
  of a corporate transaction such as a merger, divestiture, acquisition, sale or reorganization of the Policyholder
  and/or its persons.
- We stop providing the type of coverage under this Policy to all groups in the Policy issue state.

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

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

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

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

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

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

## **PORTABILITY**

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

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

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

You can decrease but not increase the ported coverage amount. 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 or your personal representative.

#### **INCONTESTABILITY**

Except in the case of fraud, no statement made by you in an application or enrollment form 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.

# **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 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.

# **BENEFITS**

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

## **CONFINEMENT DAILY BENEFITS**

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

Re-Confinements to a Hospital or Critical Care Unit (CCU) or Rehabilitation Facility that occur within 90 days after being discharged for the same or a related condition are considered to be part of the previous period of Confinement. A Confinement that begins more than 90 days after discharge for a previous period of Confinement is considered a new Confinement.

An admission benefit and a Confinement benefit may both be payable for the first day of Confinement.

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

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

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

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

## **OBSERVATION UNIT DAILY BENEFIT**

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

An observation unit is a specified area within a Hospital, apart from the Emergency Room, where a patient can be monitored following outpatient surgery or following 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.

# **NON-CONFINEMENT DAILY BENEFITS**

Non-Confinement benefits are payable per day, up to the maximums shown on the SCHEDULE OF BENEFITS. If an eligible observation unit benefit is payable and outpatient surgery visit occur in the same day, only the highest benefit is payable for that day.

**Doctor visit:** Benefits are payable if you have an examination or receive treatment by a Doctor in a Hospital or Clinical Facility. The visit must not occur during a period of Confinement. Telehealth visits included.

**Outpatient surgery visit**: Benefits are payable if you receive surgical services at a Hospital or a free-standing facility such as a surgical center licensed by the state to render outpatient surgery. The surgical service must be performed by a board certified surgical specialist with anesthesia rendered by a separate provider.

**Emergency Room visit:** Benefits are payable if you have an examination or receive treatment by a Doctor in an Emergency Room.

# **EXCLUSIONS**

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

- Participation or attempt to participate in a felony or illegal occupation.
- 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 or insane.
- War or any act of war, whether declared or undeclared (other than 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.
- Misuse of alcohol or taking of drugs, other than under the direction of a Doctor.
- Elective surgery, except when required for appropriate care as determined by a Doctor as a result of your Injury or Sickness.
- Riding in or driving any motor-driven vehicle in a race, stunt show or speed test.
- Operating, or training to operate, or service as a crew member of, or jumping, parachuting or falling from, any aircraft or hot air balloon, including those which are not motor-driven. Flying as a fare-paying passenger is not excluded.
- Engaging in hang-gliding, bungee jumping, parachuting, sailgliding, parasailing, parakiting, kitesurfing or any similar activities.
- Practicing for, or participating in, any semi-professional or professional competitive athletic contests for which any type of compensation or remuneration is received.

# **CLAIMS**

## NOTICE OF CLAIM

Written notice of your claim should be given to us within 30 days after the date of loss. The notice may be given to us at our home office or to our authorized agent or administrator. Failure to give notice within this timeframe will not invalidate or reduce any payable claim if it can be shown that it was not reasonably possible to give such notice within that time and the notice was given as soon as reasonably possible.

## **CLAIM FORM**

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

#### FILING A CLAIM

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

## **PROOF OF CLAIM**

You must send us written proof of your claim within 90 days after the date of loss. Failure to give such proof within this timeframe will not invalidate or reduce any payable claim if it can be shown that it was not reasonably possible to give such proof within that time, and the proof was given as soon as reasonably possible. However, in any event, you must provide proof of claim no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

## PHYSICAL EXAMINATION

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

# **BENEFIT PAYMENTS**

Benefits are payable to you unless otherwise specified. Once a claim has been approved, we will make payment as soon as possible but no more than 30 days after receipt of proof of claim. Any accrued benefits that are payable at your death will be paid to the first survivor(s) who is/are living on the date of your death, in the following order:

- 1. Your spouse.
- 2. Your natural and adopted children, in equal shares.
- 3. Your grandchildren, in equal shares.
- 4. Your parents, in equal shares.
- 5. Your siblings, in equal shares.
- 6. Your estate.

If a survivor entitled to receive a payment dies before receiving it, we will make payment to that person's estate.

If a survivor entitled to receive a payment has a special needs trust established, we will make payment to that person's trust instead of to the person directly.

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

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

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

# **LEGAL ACTION**

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

# SPOUSE HOSPITAL CONFINEMENT INDEMNITY RIDER

# RELIASTAR LIFE INSURANCE COMPANY

20 Washington Avenue South, Minneapolis, Minnesota 55401

POLICYHOLDER: TrueBlue, Inc.

**GROUP POLICY NUMBER:** 71769-0CHI2

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.

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# **SCHEDULE OF BENEFITS**

#### WHO PAYS FOR THE COVERAGE

You pay the cost of coverage under this rider.

# **BENEFIT AMOUNTS**

The benefit amounts for your Spouse are 100% of the Employee BENEFIT AMOUNTS as shown in the SCHEDULE OF BENEFITS section of the Certificate.

# **DEFINITIONS**

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

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

## **GENERAL PROVISIONS**

#### **ELIGIBILITY**

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

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

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

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

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

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

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

#### **TERMINATION**

This rider terminates on the earliest of the following:

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

## **PORTABILITY**

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

# PORTABILITY FOLLOWING DEATH OR DIVORCE

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

If your Spouse is approved by us for portability, your Spouse will become the owner of the Spouse coverage that was previously provided under this rider. Your Spouse can decrease but not increase the ported coverage amount. 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.

# SPOUSE BENEFITS

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

# **EXCLUSIONS**

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

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

## **CLAIMS**

#### NOTICE OF CLAIM

Written notice of your claim should be given to us within 30 days after the date of loss. The notice may be given to us at our home office or to our authorized agent or administrator. Failure to give notice within this timeframe will not invalidate or reduce any payable claim if it can be shown that it was not reasonably possible to give such notice within that time and the notice was given as soon as reasonably possible.

# **CLAIM FORM**

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

# **FILING A CLAIM**

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

## PROOF OF CLAIM

You must send us written proof of your claim within 90 days after the date of loss. Failure to give such proof within this timeframe will not invalidate or reduce any payable claim if it can be shown that it was not reasonably possible to give such proof within that time, and the proof was given as soon as reasonably possible. However, in any event, you must provide proof of claim no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

#### PHYSICAL EXAMINATION

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

# **BENEFIT PAYMENTS**

Benefits under this rider are payable to you. Once a claim has been approved, we will make payment as soon as possible but no more than 30 days after receipt of proof of claim. Any accrued benefits that are payable at your death will be paid according to the BENEFIT PAYMENTS provision in the Certificate. For PORTABILITY FOLLOWING DEATH OR DIVORCE, benefits are payable to your Spouse, and any accrued benefits that are payable at the time of your Spouse's death will be paid to your Spouse's estate.

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

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

## **LEGAL ACTION**

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

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

William Bambudge

William Bainbridge President Melissa A. O'Donnell Secretary

# CHILDREN'S HOSPITAL CONFINEMENT INDEMNITY RIDER

# RELIASTAR LIFE INSURANCE COMPANY

20 Washington Avenue South, Minneapolis, Minnesota 55401

POLICYHOLDER: TrueBlue, Inc.

GROUP POLICY NUMBER: 71769-0CHI2

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.

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# **SCHEDULE OF BENEFITS**

## WHO PAYS FOR THE COVERAGE

You pay the cost of coverage under this rider.

## **BENEFIT AMOUNTS**

The benefit amounts for your Children are 100% of the Employee BENEFIT AMOUNTS as shown in the SCHEDULE OF BENEFITS section of the Certificate.

# **DEFINITIONS**

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

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

- Your natural or adopted child from the date of placement or pursuant to an interim court order of adoption, whichever comes first.
- Your stepchild.
- A child of your civil union partner who is recognized as equivalent to a spouse by Illinois law.

The child must also meet all of the following conditions:

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

This definition includes your Child age 26 or older who is incapable of self-sustaining employment due to physical or intellectual disability. Written proof of the Child's incapacity must be furnished to us at our home office within 31 days after the Child reaches the limiting age. We may require, at reasonable intervals, but not more than once a year after the two year period following attainment of the limiting age, evidence satisfactory to us that the incapacity is continuing. Coverage will continue while the Child remains incapable of self-sustaining employment due to physical or intellectual disability and continues to meet the definition of Child except for the age limit.

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

# **GENERAL PROVISIONS**

#### **ELIGIBILITY**

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

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

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

# **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, approved nonmedical Leave of Absence and paid time off for nonmedical-related absences.

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

# **EFFECTIVE DATE OF CHANGES TO COVERAGE**

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

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

## **TERMINATION**

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

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

This rider terminates on the earliest of the following:

• The date your Certificate terminates.

- The date this rider is terminated for all Insured Persons under the Policy.
- The date you voluntarily cancel this 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 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 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 rider.
- The date the Policy terminates and coverage for all Insured Persons under the Policy terminates, upon 60 days written notice of termination.

## **CHILDREN BENEFITS**

Benefits are payable for each covered Child. The benefits for your Children are the same as your Employee benefits as shown in the BENEFITS section of the Certificate, based on your Child's Confinement or other covered loss.

## **EXCLUSIONS**

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

- Participation or attempt to participate in a felony or illegal occupation.
- An Accident while your Child is operating a motorized vehicle while intoxicated. Intoxication means your Child's blood alcohol content meets or exceeds the legal presumption of intoxication under the laws of the state where the Accident occurred.
- Suicide, attempted suicide or any intentionally self-inflicted Injury, while sane or insane.
- War or any act of war, whether declared or undeclared (other than 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.
- Misuse of alcohol or taking of drugs, other than under the direction of a Doctor.
- Elective surgery, except when required for appropriate care as determined by a Doctor as a result of your Child's Injury or Sickness.
- Riding in or driving any motor-driven vehicle in a race, stunt show or speed test.
- Operating, or training to operate, or service as a crew member of, or jumping, parachuting or falling from, any aircraft or hot air balloon, including those which are not motor-driven. Flying as a fare-paying passenger is not excluded.
- Engaging in hang-gliding, bungee jumping, parachuting, sailgliding, parasailing, parakiting, kitesurfing or any similar activities.

• Practicing for, or participating in, any semi-professional or professional competitive athletic contests for which any type of compensation or remuneration is received.

#### **CLAIMS**

## NOTICE OF CLAIM

Written notice of your claim should be given to us within 30 days after the date of loss. The notice may be given to us at our home office or to our authorized agent or administrator. Failure to give notice within this timeframe will not invalidate or reduce any payable claim if it can be shown that it was not reasonably possible to give such notice within that time and the notice was given as soon as reasonably possible.

## **CLAIM FORM**

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

#### **FILING A CLAIM**

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

## PROOF OF CLAIM

You must send us written proof of your claim within 90 days after the date of loss. Failure to give such proof within this timeframe will not invalidate or reduce any payable claim if it can be shown that it was not reasonably possible to give such proof within that time, and the proof was given as soon as reasonably possible. However, in any event, you must provide proof of claim no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

#### PHYSICAL EXAMINATION

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

## **BENEFIT PAYMENTS**

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

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

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

# **LEGAL ACTION**

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

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

William Bainbudge

William Bainbridge President Melissa A. O'Donnell Secretary

# CONTINUATION OF INSURANCE RIDER

# RELIASTAR LIFE INSURANCE COMPANY

20 Washington Avenue South, Minneapolis, Minnesota 55401

POLICYHOLDER: TrueBlue, Inc.

**GROUP POLICY NUMBER:** 71769-0CHI2

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.

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## **DEFINITIONS**

#### **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.

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

# **GENERAL PROVISIONS**

# **ELIGIBILITY**

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

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

## **EFFECTIVE DATE**

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

#### **TERMINATION**

This rider terminates on the earliest of the following:

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

# CONTINUATION OF INSURANCE

If you stop Active Employment due to:

Employer-approved Leave of Absence

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

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

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

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

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

# **Family and Medical Leave**

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

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

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

# **CONCURRENT LEAVES OF ABSENCE**

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

# **TERMINATION OF CONTINUATION**

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

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

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

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

- Hospital Confinement Indemnity insurance is in force for Employees under the Policy; and
- You are in an eligible class for coverage under the Policy; and
- Your premium payments are resumed.

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

# **RETURN TO ACTIVE EMPLOYMENT**

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

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

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

William Bainbridge President

William Bainbudge

Melissa A. O'Donnell Secretary

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# **WAIVER OF PREMIUM RIDER**

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

POLICYHOLDER: TrueBlue, Inc.

**GROUP POLICY NUMBER:** 71769-0CHI2

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

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## **DEFINITIONS**

**Doctor** means a person 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 physician. 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. This definition does not include you or your spouse, or your or your spouse's children, parents, grandparents, grandchildren, siblings and their spouses.

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

**Waiting Period** means the 3 month period immediately following the date you stop Active Employment during which you are continuously Totally Disabled. If you return to work for a total of 30 days or less during the Waiting Period and then stop work again due to the same Total Disability, your Waiting Period will not be interrupted.

# **GENERAL PROVISIONS**

#### **ELIGIBILITY**

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

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

## **EFFECTIVE DATE**

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

#### **TERMINATION**

This rider will terminate on the earliest of the following:

- The date your Certificate terminates.
- The date this rider is terminated for all Insured Persons under the Policy.
- The date Hospital Confinement Indemnity coverage is being continued under the Certificate's PORTABILITY provision.

This rider will not terminate while premiums are being waived under the terms of this rider.

## TERMINATION OF COVERAGE

The TERMINATION OF COVERAGE provision in your Certificate is revised to add this item to the terms under which your coverage ends:

• The date premiums are no longer being waived under the Waiver of Premium Rider, if you are not in an eligible class on that date.

The TERMINATION provision in your Spouse Hospital Confinement Indemnity Insurance Rider is revised to add this item to the terms under which your Spouse coverage ends:

• The date we approve a claim under the Waiver of Premium Rider.

The TERMINATION provision in your Children's Hospital Confinement Indemnity Insurance Rider is revised to add this item to the terms under which your Children's coverage ends:

• The date we approve a claim under the Waiver of Premium Rider.

# **WAIVER OF PREMIUM BENEFIT**

If you become Totally Disabled while covered under this rider and meet the other conditions below, we will waive premiums due under the Policy and continue insurance during your Total Disability, according to the terms of this rider. When we waive premiums, the amount of continued Hospital Confinement Indemnity insurance equals the amount that would have been provided if you had not become Totally Disabled. That amount will reduce or stop according to the Certificate and riders in effect on the date Total Disability began. Premiums that are waived are not deducted from any proceeds that may become payable.

Continued Hospital Confinement Indemnity insurance includes the following if effective on the date before your Total Disability began:

- Hospital Confinement Indemnity insurance.
- the Spouse Hospital Confinement Indemnity Insurance Rider.
- the Children's Hospital Confinement Indemnity Insurance Rider.
- the Wellness Benefit Rider.
- the Accident Benefit Rider.
- the Diagnostic Test Benefit Rider.

Continued Hospital Confinement Indemnity insurance does not include:

• any continuation rider(s).

Any rider or coverage that is not eligible for waiver of premium under this rider will terminate on the date that coverage would otherwise end due to your termination of Active Employment.

Continued insurance is subject to all other terms of the Policy.

#### CONDITIONS FOR WAIVER OF PREMIUM

All of the following conditions must be met in order to waive premiums:

- Total Disability begins before your 60<sup>th</sup> birthday.
- You are covered under this rider on the date your Total Disability begins.

- You are continuously Totally Disabled for the entire Waiting Period. Premiums due during the Waiting Period are subject to the continuation provision(s) of any riders.
- All premiums due for Hospital Confinement Indemnity insurance and this rider are paid to us through the date we approve your claim for waiver of premium or the date the continuation period under any rider ends, whichever is earlier. Premiums due are payable by the Policyholder or you as applicable.
- You provide notice of claim and proof of Total Disability to us as described below.

# NOTICE OF CLAIM AND PROOF OF TOTAL DISABILITY

You must send us written notice of claim while you are living, while you are Totally Disabled, and within 12 months of the date your Total Disability begins. Failure to give notice within 12 months will not invalidate or reduce any claim if it is shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.

Notice of claim includes proof of your Total Disability. Proof of your Total Disability includes information from your Doctor, at your expense, regarding your condition and your inability to work. We may require additional information from the Employer in order to verify eligibility. We may also require you to be interviewed by our authorized representative. Proof of your Total Disability, including any attachments indicated on the claim form(s) as required, should be sent directly to us at the address indicated on the form(s). Claim forms are available from the Employer or us.

We have the right to request a second or third medical opinion, at our expense, in order to determine if you are Totally Disabled. Any second medical opinion may include a physical examination by a Doctor or other medical practitioner of our choice. In the case of conflicting medical opinions, Total Disability will be determined by a third medical opinion that is provided by a Doctor who is mutually acceptable to you and us.

## **EFFECTIVE DATE OF WAIVER OF PREMIUM**

When we approve your claim, premiums are waived as of the date after the Waiting Period ends. We will refund any unearned premiums we receive to the Policyholder or to you, as appropriate. We will notify you in writing when your claim is approved.

We will notify you and the Employer if we deny your claim.

If we approve a claim for which notice of claim was provided to us more than 12 months after the date your Total Disability began, then any refund of unearned premiums will not exceed 12 months of premiums dating back from the date the notice of claim was received by us.

After your claim is approved, we may periodically request additional proof of your continuing Total Disability, but not more frequently than once every six months.

# **TERMINATION OF WAIVER OF PREMIUM**

We will stop waiving premiums on the earliest of the following dates:

- The date you are no longer Totally Disabled.
- The date you do not give us proof of Total Disability as requested.
- The end of the 24 month period during which your premiums are waived.

If premiums are no longer waived, insurance under the Policy will stay in force only if all of the following conditions are met:

- Hospital Confinement Indemnity insurance is in force for Insured Persons under the Policy; and
- You are in an eligible class for coverage under the Policy; and
- Your premium payments are resumed.

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

You will not be eligible for portability under the Certificate's PORTABILITY provision on the date we stop waiving your premiums. Your [Spouse and Children's coverage will not be eligible for portability under the rider's PORTABILITY provision on the date we stop waiving your premiums.

# **EXCLUSIONS**

No exclusions apply to the waiver of premium benefit under this rider. All exclusions continue to apply to the Certificate and any riders other than this rider attached to the Certificate.

#### **CLAIMS**

Except for the LEGAL ACTION provision, the CLAIMS section of the Certificate does not apply to this rider.

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

William Bainbridge President Melissa A. O'Donnell Secretary

# **WELLNESS BENEFIT RIDER**

# RELIASTAR LIFE INSURANCE COMPANY

20 Washington Avenue South, Minneapolis, Minnesota 55401

POLICYHOLDER: TrueBlue, Inc.

**GROUP POLICY NUMBER:** 71769-0CHI2

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.

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# **SCHEDULE OF BENEFITS**

## WHO PAYS FOR THE COVERAGE

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

# **WELLNESS BENEFIT**

Your Spouse:

You: \$50 per day

Your Children: 50% of your wellness benefit

\$50 per day

amount, per day, per Child

The wellness benefit is payable up to a maximum of one day per Covered Person per calendar year. There is a maximum of \$100 in wellness benefits payable for all Children per calendar year.

# **DEFINITIONS**

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

## **Covered Person** means:

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

# **GENERAL PROVISIONS**

## **ELIGIBILITY**

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

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

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

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

# **EFFECTIVE DATE**

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

## **TERMINATION**

This rider will terminate on the earliest of the following:

- The date your Certificate terminates.
- The date this rider is terminated for all Insured Persons under the Policy.
- For your Spouse's coverage, the date the Spouse 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 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 rider can also be continued under your Spouse's coverage.

## **BENEFITS**

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

Eligible health screening tests include, but are not limited to:

- Blood test for trialvcerides
- Pap smear or thin prep pap test
- Flexible sigmoidoscopy
- CEA (blood test for colon cancer)
- Bone marrow testing
- Serum cholesterol test for HDL & LDL levels
- Hemoccult stool analysis
- Serum Protein Electrophoresis (myeloma)

- Stress test on bicycle or treadmill
- Fasting blood glucose test
- Thermography
- PSA (prostate cancer)
- Biometric screenings
- Electrocardiogram (EKG)
- Routine eye exam
- Routine dental exam

- Breast ultrasound, sonogram, MRI
- Chest x-ray
- Mammography
- Colonoscopy
- CA 15-3 (breast cancer)

# **EXCLUSIONS**

- Well child/preventive exams for ages 1 through 18

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

## **CLAIMS**

The PHYSICAL EXAMINATION provision does not apply to this rider.

#### NOTICE OF CLAIM

Written notice of your claim must be given to us during the same Policy year the health screening test occurs or within 30 days of the end of the Policy year, whichever is later. The notice may be given to us at our home office or to our authorized agent or administrator. Failure to give notice within this timeframe will not invalidate or reduce any payable claim if it can be shown that it was not reasonably possible to give such notice within that time and the notice was given as soon as reasonably possible.

#### **CLAIM FORM**

The claim form is available from the Employer or 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 the Covered Person's attending Doctor. The completed form(s) and any attachments indicated on the form(s) as required should be sent directly to us at the address indicated on the form.

#### PROOF OF CLAIM

You must send us written proof of your claim within 90 days after the date of the health screening test. Failure to give such proof within this timeframe will not invalidate or reduce any payable claim if it can be shown that it was not reasonably possible to give such proof within that time, and the proof was given as soon as reasonably possible. However, in any event, you must provide proof of claim no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

# **BENEFIT PAYMENTS**

Benefits under this rider are payable to you unless otherwise specified. Once a claim has been approved, we will make payment as soon as possible but no more than 30 days after receipt of proof of claim. Any accrued benefits that are payable at your death will be paid according to the BENEFIT PAYMENTS provision in the Certificate. For PORTABILITY FOLLOWING DEATH OR DIVORCE, benefits are payable to your Spouse, and any accrued benefits that are payable at the time of your Spouse's death will be paid to your Spouse's estate.

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

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

# **LEGAL ACTION**

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

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

William Bambudge

William Bainbridge President Melissa A. O'Donnell Secretary

# DIAGNOSTIC TEST BENEFIT RIDER

# RELIASTAR LIFE INSURANCE COMPANY

20 Washington Avenue South, Minneapolis, Minnesota 55401

POLICYHOLDER: TrueBlue, Inc.

**GROUP POLICY NUMBER:** 71769-0CHI2

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.

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# **SCHEDULE OF BENEFITS**

# WHO PAYS FOR THE COVERAGE

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

# **DIAGNOSTIC TEST BENEFIT**

Type A...... \$300 per day

Type B..... \$600 per day

The diagnostic test benefit is payable up to a maximum of one day per Covered Person per calendar year.

# **DEFINITIONS**

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

## **Covered Person** means:

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

# **GENERAL PROVISIONS**

## **ELIGIBILITY**

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

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

Your Hospital Confinement indemnity coverage effective date.

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

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

# **EFFECTIVE DATE**

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

## **TERMINATION**

This rider will terminate on the earliest of the following:

- The date your Certificate terminates.
- The date this rider is terminated for all Insured Persons under the Policy.
- For your Spouse's coverage, the date your 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 rider can 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 rider can also be continued under your Spouse's coverage.

#### BENEFITS

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

Eligible diagnostic tests include only the following:

Type A
Arthroscopy
Bronchoscopy
Colonoscopy
Cystoscopy
EGD - esophagogastroduodenoscopy
Laryngoscopy

Type B
Angiogram
Arteriogram
CT scan
EEG - electroencephalogram
MRI - magnetic resonance imaging
Myelogram
PET scan- positron emission tomography

# **EXCLUSIONS**

Stress Test

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

- Participation or attempt to participate in a felony or illegal occupation.
- 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 or insane.
- War or any act of war, whether declared or undeclared (other than 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.

- 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**

The PHYSICAL EXAMINATION provision does not apply to this rider.

#### NOTICE OF CLAIM

Written notice of your claim should be given to us within 30 days after the date of loss. The notice may be given to us at our home office or to our authorized agent or administrator. Failure to give notice within this timeframe will not invalidate or reduce any payable claim if it can be shown that it was not reasonably possible to give such notice within that time and the notice was given as soon as reasonably possible.

#### **CLAIM FORM**

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

## **FILING A CLAIM**

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

## PROOF OF CLAIM

You must send us written proof of your claim within 90 days after the date of loss. Failure to give such proof within this timeframe will not invalidate or reduce any payable claim if it can be shown that it was not reasonably possible to give such proof within that time, and the proof was given as soon as reasonably possible. However, in any event, you must provide proof of claim no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

# **BENEFIT PAYMENTS**

Benefits under this rider are payable to you unless otherwise specified. Once a claim has been approved, we will make payment as soon as possible but no more than 30 days after receipt of proof of claim. Any accrued benefits that are payable at your death will be paid according to the BENEFIT PAYMENTS provision in the Certificate. For PORTABILITY FOLLOWING DEATH OR DIVORCE, any accrued benefits that are payable at the time of your Spouse's death will be paid to your Spouse's estate.

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

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

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

William Bambudge

William Bainbridge President Melissa A. O'Donnell Secretary

# **ACCIDENT BENEFIT RIDER**

# RELIASTAR LIFE INSURANCE COMPANY

20 Washington Avenue South, Minneapolis, Minnesota 55401

POLICYHOLDER: TrueBlue, Inc.

**GROUP POLICY NUMBER:** 71769-0CHI2

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.

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# **SCHEDULE OF BENEFITS**

# WHO PAYS FOR THE COVERAGE

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

## **ACCIDENT BENEFITS**

## **Type A**: \$300

- Fractures of bones other than the femur, tibia, radius, pelvis (excluding coccyx), including Chip Fractures
- Concussion
- Dislocation of finger(s) or toe(s)
- Burns, 2<sup>nd</sup> degree covering at least 36% of the body
- Emergency dental work for the following:
  - Crown
  - Extraction
  - Root canal
  - Endodontic operation
- Laceration with sutures
- Tendon / ligament / rotator cuff with one surgical repair
- Torn knee cartilage

## **Type B**: \$600

- Fractures of the following bones, excluding Chip Fractures:
  - Femur
  - Humerus
  - Tibia
  - Radius
  - Pelvis (excluding coccyx)

- Bones of the spine
- Dislocation of:
- Hip
- Knee joint
- Ankle or foot (other than toes)
- Shoulder
- Elbow
- Wrist
- Lower jaw
- Burns, 3<sup>rd</sup> degree covering at least 9% of the body surface
- Ruptured Disk surgical repair
- Tendon / ligament / rotator cuff with two surgical repairs
- Prosthetic device

#### **DEFINITIONS**

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

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

## Covered Accident is an Accident which:

- · occurs while the Covered Person's coverage is in force, and
- is not excluded by name or specific description in the Policy or this rider.

# 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.

**Dislocation** means a completely separated joint requiring surgical or non-surgical reduction. Dislocation does not include a dislocation where the joint is not completely separated.

**Fracture** means a broken bone that can be seen by x-ray and that requires surgical or non-surgical treatment by a Doctor.

Laceration means a cut.

# **GENERAL PROVISIONS**

# **ELIGIBILITY**

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

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

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

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

## **EFFECTIVE DATE**

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

# **TERMINATION**

This rider terminates on the earliest of the following:

- The date your Certificate terminates.
- The date this rider is terminated for all Insured Persons under the Policy.
- For your Spouse's coverage, the date your 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 rider can 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 rider can also be continued under your Spouse's coverage.

#### **ACCIDENT BENEFITS**

We will pay a benefit (shown in the SCHEDULE OF BENEFITS) if a Covered Person receives any of the services or meets any of the conditions described below as the result of Injuries received in a Covered Accident. The Injury must occur while the Covered Person is insured under this rider.

**Burns**, **2**<sup>nd</sup> **degree**: The burns must be treated by a Doctor within 72 hours after the Covered Accident. 2<sup>nd</sup> degree burns must cover at least 36% of the body. If your burn meets more than one of the burn classifications, the higher amount will be payable. This benefit is payable once per Covered Accident.

**Burns, 3<sup>rd</sup> degree:** The burns must be treated by a Doctor within 72 hours after the Covered Accident. 3<sup>rd</sup> degree burns must cover at least 9% of the body. If your burn meets more than one of the burn classifications, the higher amount will be payable. This benefit is payable once per Covered Accident.

**Chip Fractures:** The Fracture must be diagnosed by a Doctor within 90 days after the Covered Accident. The Fracture must be included in the SCHEDULE OF BENEFITS.

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

**Dislocations:** The Dislocation must be diagnosed by a Doctor within 90 days after the Covered Accident. The Dislocation must be included in the SCHEDULE OF BENEFITS. The benefit amount for eligible Dislocations varies based on the type of Dislocation (refer to the SCHEDULE OF BENEFITS). There is no benefit for an incomplete dislocation.

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

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

If a Covered Person receives an eligible Dislocation or an eligible Fracture and tears, ruptures or severs an eligible tendon/ligament/rotator cuff in the same Covered Accident, only one benefit is payable. The benefit payable will be the highest of the Dislocation, the Fracture or the tendon/ligament/rotator cuff benefit.

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

**Emergency dental work:** Natural teeth must be damaged due to a Covered Accident and either extracted or repaired by the placement of a crown within 90 days after the Covered Accident. This benefit is payable once for a Covered Person per Covered Accident.

**Fractures:** The Fracture must be diagnosed by a Doctor within 90 days after the Covered Accident. The Fracture must be included in the SCHEDULE OF BENEFITS. The benefit amount for eligible Fractures varies based on the type of fracture (refer to the SCHEDULE OF BENEFITS).

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

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

If a Covered Person receives an eligible Fracture or an eligible Dislocation and tears, ruptures or severs an eligible tendon/ligament/rotator cuff in the same Covered Accident, only one benefit is payable. The benefit payable will be the highest of the Fracture, the Dislocation or the tendon/ligament/rotator cuff benefit.

Laceration: The laceration must be treated by a Doctor within 72 hours after the Covered Accident.

**Prosthetic Device:** A Covered Person must receive a prosthetic device prescribed by a Doctor for use following the loss of use of a hand, a foot or the sight of an eye. The prosthetic device must be received within one year of a Covered Accident. This benefit is payable once per Covered Accident. Prosthetic devices do <u>not</u> include any of the following:

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

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

**Tendon / ligament / rotator cuff**: The tendon, ligament or rotator cuff must be torn, ruptured or severed and repaired through surgery within 90 days after a Covered Accident. This benefit is payable once per Covered Accident.

If a Covered Person receives an eligible Dislocation or an eligible Fracture and tears, ruptures or severs a tendon/ligament/rotator cuff in the same Covered Accident, only one benefit is payable. The benefit payable will be the highest of the Dislocation, the Fracture or the tendon/ligament/rotator cuff benefit.

**Torn knee cartilage:** The Covered Person must receive surgical repair of torn knee cartilage. The Injury must be treated by a Doctor within 60 days after the Covered Accident. Surgical repair of the torn knee cartilage must occur within 6 months after the Covered Accident. This benefit is payable once per Covered Accident.

# **EXCLUSIONS**

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

- Participation or attempt to participate in a felony or illegal occupation.
- An Accident while the Covered Person is operating 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 or insane.
- War or any act of war, whether declared or undeclared (other than 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.
- Misuse of alcohol or taking of drugs, other than under the direction of a Doctor.
- Riding in or driving any motor-driven vehicle in a race, stunt show or speed test.
- Operating, or training to operate, or service as a crew member of, or jumping, parachuting or falling from, any
  aircraft or hot air balloon, including those which are not motor-driven. Flying as a fare-paying passenger is not
  excluded.
- Engaging in hang-gliding, bungee jumping, parachuting, sailgliding, parasailing, parakiting, kitesurfing or any similar activities.
- Practicing for, or participating in, any semi-professional or professional competitive athletic contests for which any
  type of compensation or remuneration is received.
- Any Sickness or declining process caused by a Sickness.

# **CLAIMS**

# **NOTICE OF CLAIM**

Written notice of your claim should be given to us within 30 days after the date of loss. The notice may be given to us at our home office or to our authorized agent or administrator. Failure to give notice within this timeframe will not invalidate or reduce any payable claim if it can be shown that it was not reasonably possible to give such notice within that time and the notice was given as soon as reasonably possible.

#### **CLAIM FORM**

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

## **FILING A CLAIM**

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

## PROOF OF CLAIM

You must send us written proof of your claim within 90 days after the date of loss. Failure to give such proof within this timeframe will not invalidate or reduce any payable claim if it can be shown that it was not reasonably possible to give such proof within that time, and the proof was given as soon as reasonably possible. However, in any event, you must provide proof of claim no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

# PHYSICAL EXAMINATION

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

# **AUTOPSY**

We may require an autopsy in case of death, at our expense, where it is not prohibited by law.

## **BENEFIT PAYMENTS**

Benefits under this rider are payable to you unless otherwise specified. Once a claim has been approved, we will make payment as soon as possible but no more than 30 days after receipt of proof of claim. Any accrued benefits that are payable at your death will be paid according to the BENEFIT PAYMENTS provision in the Certificate. For PORTABILITY FOLLOWING DEATH OR DIVORCE, any accrued benefits that are payable at the time of your Spouse's death will be paid to your Spouse's estate.

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

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

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

William Bambudge

William Bainbridge President Melissa A. O'Donnell Secretary

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