

GROUP HOSPITAL CONFINEMENT INDEMNITY INSURANCE POLICY

RELIASTAR LIFE INSURANCE COMPANY
20 Washington Avenue South, Minneapolis, Minnesota 55401
877-236-7564

POLICYHOLDER: Commercial Metals Company
GROUP POLICY NUMBER: 70288-9CHI2
POLICY EFFECTIVE DATE: January 1, 2023
POLICY ANNIVERSARY DATE: January 1
GOVERNING JURISDICTION: Texas

THIS IS A LIMITED BENEFIT INDEMNITY POLICY

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

ReliaStar Life Insurance Company (we, us, our) will pay the benefits according to the terms and conditions of this Policy. This Policy is issued in consideration of the Policyholder's application and payment of premiums when due.

This Policy is effective on the Policy effective date. The first Policy year ends one year after the Policy effective date; subsequent Policy anniversary dates will be annually thereafter. Policy years are determined from the Policy anniversary. Benefit periods 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.

READ THIS POLICY CAREFULLY! This Policy is a legal contract between the Policyholder and ReliaStar Life Insurance Company, delivered in and 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.

RENEWABILITY

This Policy is conditionally renewable on each Policy anniversary.

Exclusions may apply. Please read the Policy carefully.

THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. THE EMPLOYER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE EMPLOYER IS A NON-SUBSCRIBER, THE EMPLOYER LOSES THOSE BENEFITS WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. THE EMPLOYER MUST COMPLY WITH THE WORKERS' COMPENSATION AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.

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



Robert L. Grubka
President



Melissa A. O'Donnell
Secretary

This Policy provides Hospital Confinement Indemnity Insurance

Contributory

Nonparticipating

Texas Residents: Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

ReliaStar Life Insurance Company

To get information or file a complaint with your insurance company:

Call: Customer Contact Center Manager at 1-800-955-7736

Toll-free: 1-888-238-4840 for Life Insurance and 1-877-236-7564 for Supplemental Benefits Insurance

Email: LifeClaims@voya.com

Mail: 20 Washington Avenue South, Minneapolis, MN 55401

The Texas Department of Insurance

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

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

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

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

Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamacion o con su prima de seguro, llame primero a su compania de seguros. Si no puedo resolver el problema, es possible que el Departamento de Seguros de Texas (Texas Department of Insurance, pro su nombre en ingles) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, tambien debe presentar una queja a traves del proceso de quejas o de apelaciones de su compania de seguros. Si no lo hace, podria perder su derecho para apelar.

ReliaStar Life Insurance Company

Para obtener informacion o para presentar una queja ante su compania de seguros:

Llame a: Customer Contact Center Manager at 1-800-955-7736

Telefono gratuito: 1-888-238-4840 for Life Insurance and 1-877-236-7564 for Supplemental Benefits Insurance

Correo electronico: LifeClaims@voya.com

Direccion postal: 20 Washington Avenue South, Minneapolis, MN 55401

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacion ada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electronico: ConsumerProtection@tdi.texas.gov

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

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PART A. POLICYHOLDER PROVISIONS

ENTIRE CONTRACT

The entire contract consists of all of the following:

- This Policy issued to the Policyholder including Part A and Part B.
- The Certificate(s) which are made part of Part B under this Policy.
- Any endorsements and/or riders issued.
- The Policyholder's signed application, a copy of which is attached to the Policy when issued.

The Policy may be amended at any time by written agreement between us and the Policyholder. No change in the Policy will be valid until approved by one of our executive officers. Such approval must be in writing and will be endorsed or attached to the Policy. Changes requiring regulatory approval will not be valid until approved by the appropriate regulatory body.

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

CERTIFICATES

We will furnish the Policyholder with a Certificate of coverage which describes the benefits under the Policy. The Policyholder will provide a Certificate to each insured Employee.

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

ELIGIBLE NEW COVERED PERSONS

Eligible new Covered Persons will become covered under this Policy according to the terms and provisions of the Policy.

Covered Persons means insured Employees and any other persons covered under any riders, endorsements or amendments to the Policy.

MAINTAINING RECORDS

The Policyholder must provide us with detailed information about persons who are eligible to become insured under the Policy, information about Covered Persons, and any other information that may be reasonably required to compute premiums and administer the terms of the Policy, including but not limited to effective dates of coverage and initial election dates for any Contributory coverage.

If the Policyholder, or its authorized representative, retains administrative records regarding eligibility and coverage amounts for Covered Persons, then the Policyholder retains sole responsibility for eligibility and benefit calculations as well as adjusting premium as applicable and we shall have no liability to the Policyholder, its authorized representative or any Covered Person for claims for coverage or coverage amounts based upon the Policyholder's erroneous retention and maintenance of such administrative records.

Policyholder records that have a bearing on the Policy will be available for review by us at any reasonable time.

REPRESENTATIONS NOT WARRANTIES

A copy of the Policyholder's application will be attached to the Policy when issued. All statements made by the Policyholder are considered representations and not warranties.

INCONTESTABILITY

We will not use any statements to avoid insurance, reduce benefits or defend a claim unless the statement is included in a written application which has been made a part of the Policy. Except for fraud, we will not use such statements to contest insurance after it has been in force for two years from its effective date. Fraud in the procurement of the Policy is only contestable after the Policy has been in force for two years from its effective date when permitted by applicable law in the governing jurisdiction.

The statement on which any contest is based must be material to the risk accepted or the hazard assumed by us.

PREMIUMS

This Policy is issued in consideration of the Policyholder's application and payment of premiums when due. The first premium amount due for the Policy is indicated on the initial "premium rate notification" document provided to the Policyholder. The first premium is due on, and must be paid by, the Policy effective date.

Premium Due Dates: 01/01/2023 and the first day of each calendar month thereafter. The Policyholder must send all premiums to us on or before their respective due dates. The premium must be paid in United States dollars to our home office.

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

If a change in insurance takes effect after a premium due date, premiums for the changed insurance will be charged from the first day of the next month.

If we receive any premium payment which was not due, we will refund it to the Policyholder. The Policyholder must send us proof within 60 days of the payment in question that the payment was not due.

INITIAL RATE GUARANTEE AND RATE CHANGES

Subject to the provisions below, a change in premium rates will not take effect before January 1, 2026.

We may change premium rates at any time for reasons which affect the risk assumed, including but not limited to any of these:

- A change occurs in the policy design.
- The number of insured Employees changes by 15% or more.
- A new law or a change in any existing law is enacted which applies to the Policy.

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

GRACE PERIOD

The Policyholder has a grace period of 60 days for the payment of any premium due except the first premium payment. During the grace period the Policy will remain in force. 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 full premium payment is not received by us by the due date, we will give written notification to the Policyholder that if the premium is not paid by the end of the grace period then the Policy will end on the last day of the grace period. If we fail to give such written notice, the insurance provided under the Policy will continue in effect until the date such notice is given. We may extend the grace period by giving written notice of such intent to the Policyholder, and such notice will specify the date the Policy will terminate if the premium remains unpaid.

If the Policyholder replaces this Policy with another group policy but does not give us written notice of intent to terminate this Policy, then this grace period provision will still apply.

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

POLICY TERMINATION

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

We may terminate the Policy on any premium due date for any of the following reasons:

- 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, or fails to perform any obligation required by the Policy and applicable law.
- Fewer than 25 persons are insured under 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 at least 60 days prior to the termination date. The Policy will terminate on the later of the date stated in the written notice or the date we receive the notice. When both the Policyholder and we agree, the Policy can be terminated on an earlier date.

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

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

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

PORTABILITY

If there are any Covered Persons on portability, as described in the Certificate and riders, when the Policy would otherwise terminate, the Policy will remain in force to cover those Covered Persons on portability until the date there are no Covered Persons on portability.

If we terminate the Policy due to our termination of all similar policies in the Policy issue state, then coverage for all Covered Persons on portability will also terminate. We will send a termination notice to each Covered Person on portability.

REINSTATEMENT

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

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.

DIVISIONS, SUBSIDIARIES OR AFFILIATED COMPANIES INCLUDED

NAME LOCATION (CITY AND STATE)

None

PART B. CERTIFICATEHOLDER PROVISIONS

POLICYHOLDER: Commercial Metals Company

GROUP POLICY NUMBER: 70288-9CHI2

The Certificates specified in the CERTIFICATE INDEX below are made a part of the Policy.

Riders and endorsements, if any, amending the provisions of the Policy or Certificates are also made a part of the Policy. The Certificates, riders, and endorsements are made a part of the Policy from the effective date(s) listed below.

Certificateholder means an Employee who is eligible for benefits provided by the Policy and who has received a Certificate under the Policy.

CERTIFICATE INDEX

Class of Covered Persons	Certificate Number	Effective Date
All Eligible Employees	D8974	January 1, 2023

CERTIFICATE RIDER/ENDORSEMENT INDEX

Class of Covered Persons	Certificate Number	Rider / Endorsement Number	Effective Date
All Eligible Employees	D8974	SPR-8974	January 1, 2023
All Eligible Employees	D8974	CHR-8974	January 1, 2023
All Eligible Employees	D8974	CNT-8974	January 1, 2023
All Eligible Employees	All Books	COU-8974	January 1, 2023
Alaska Certificate Endorsement	All books	RL-HI2-END-AK	January 1, 2023
Arkansas Consumer Notice	All books	C729GP	January 1, 2023
California Consumer Notice	All books	R-08247-MULTI	January 1, 2023
California Guaranty Notice	All books	R-08222c	January 1, 2023
Idaho Certificate Endorsement	All books	RL-HI-END-ID	January 1, 2023
South Dakota Certificate Endorsement	All books	RL-HI2-END-SD	January 1, 2023
Utah Certificate Endorsement	All books	RL-HI2-END-UT	January 1, 2023
Washington Certificate Endorsement	All books	RL-HI2-END-WA	January 1, 2023
Wisconsin Complaint Notice Compass	All books	R-08151eCMP	January 1, 2023