

**YOUR  
GROUP LIFE  
INSURANCE  
PLAN**



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**NOTE: YOUR AMOUNT OF LIFE INSURANCE OR DEPENDENT SPOUSE LIFE INSURANCE WILL BE REDUCED IF AN ACCELERATED DEATH BENEFIT IS PAID.**

B-9325 (1-16)

**NOTE:**

This certificate may contain provisions that do not apply to every employee. Please see the Employer if you have questions. In the case of errors, omissions, or differences, the Group Policy rules.

**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call ReliaStar Life's toll-free telephone number for information or to make a complaint at

**1-800-328-4090**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

**1-800-252-3439**

You may write the Texas Department of Insurance  
P. O. Box 149104  
Austin, TX 78714-9104  
FAX # (512) 475-1771

**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim you should contact ReliaStar Life first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono gratis de ReliaStar Life para información o para someter una queja al

**1-800-328-4090**

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas  
P. O. Box 149104  
Austin, TX 78714-9104  
FAX # (512) 475-1771

**DISPUTAS SOBRE PRIMAS O RECLAMOS:** Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con ReliaStar Life primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es sólo para propósito de información y no se convierte en parte o condición del documento adjunto.

**RELIASTAR LIFE INSURANCE COMPANY  
Minneapolis, Minnesota 55440**

ReliaStar Life Insurance Company (ReliaStar Life) certifies that it has issued the Group Policy listed below to the Policyholder. All benefits are controlled by the terms and conditions of the Group Policy.

The Group Policy is on file in the Policyholder's office. You may look at the Group Policy there.

**Group Policy Number  
62929-4GAT**

**Policyholder  
City of San Marcos**

The Dependent's Insurance part of this certificate applies to you only if you are insured for it.

Your beneficiary is the last beneficiary you named, according to the records on file in ReliaStar Life's Home Office or on file with the Plan Administrator, if applicable. You may change your beneficiary any time, according to the terms of the Group Policy.

The certificate summarizes and explains the parts of the Group Policy which apply to you. This certificate is not an insurance policy. In any case of differences or errors, the Group Policy rules.

This certificate replaces any other certificates ReliaStar Life may have given you under the Group Policy.

*Tonia Hackett*

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Registrar

## SCHEDULE OF BENEFITS

### Basic Life Insurance, Accidental Death and Dismemberment (AD&D) Insurance

Class	Amount of Life Insurance	Full Amount of AD&D Insurance
All Eligible Employees	\$25,000**	\$25,000

### Supplemental Life Insurance, Accidental Death and Dismemberment (AD&D) Insurance

Class	Amount of Life Insurance*	Full Amount of AD&D Insurance*
All Eligible Employees	Choice of: \$10,000 to \$300,000 in increments of \$10,000, not to exceed 5 times Basic Yearly Earnings**	Choice of: \$10,000 to \$300,000 in increments of \$10,000, not to exceed 5 times Basic Yearly Earnings

\*Beginning on and after your 70th birthday, ReliaStar Life decreases the amount of your insurance. ReliaStar Life pays a percentage of the amount otherwise payable as follows:

- From your 70th birthday to age 75, ReliaStar Life pays 67%,
- From your 75th birthday and after, ReliaStar Life pays 67% of the reduced amount.

**Basic Yearly Earnings** – the yearly salary or wage you receive for work done for the Policyholder. It does not include bonuses, commissions or overtime pay.

\*\*ReliaStar Life reduces this amount to the extent it, plus all life insurance amounts under any other group insurance policies issued to your employer, exceeds the greater of \$250,000 or 700% of your yearly earnings from all your employers.

#### **Accelerated Death Benefit**

This benefit is up to 50% of your amount of Life Insurance in force, or \$100,000, whichever is less. This benefit is available to employees only. Employees must have at least \$10,000 in Life Insurance coverage in force to qualify for this benefit.

## SCHEDULE OF BENEFITS

### Dependent Life Insurance

Class	Amount of Insurance
• Spouse	Choice of: \$5,000 to \$150,000 in increments of \$5,000, not to exceed 50% of Employee's elected Supplemental Life amount.
• Child (each)	
– Birth but less than 6 months of age	\$500
– 6 months but less than 26 years of age	Choice of: \$10,000, \$5,000 or \$1,000.

The amount of insurance for a dependent can be no more than the amount of Life Insurance you are eligible for.

#### Dependent Spouse Accelerated Death Benefit

This benefit is up to 50% of your Dependent Spouse Life Insurance in force, or \$25,000, whichever is less. You must have at least \$20,000 of Dependent Spouse Life Insurance in force to qualify for this benefit.

#### Dependent Life Insurance Continued under the Portability Option

The amount of Dependent Life Insurance that may be continued for each dependent is limited to the lesser of the amount of your Dependent Life Insurance on the date you elect portability, or the amount of your Life Insurance that is continued. You must elect portability of your Life Insurance in order to continue your Dependent Life Insurance.

Any reductions in coverage due to age will apply to all coverage continued under the portability option.

## SCHEDULE OF BENEFITS

### Proof of Good Health

Proof of good health is required for amounts in excess of the limits described below. Coverage is subject to the Group Policy's proof of good health requirements that are in force on the effective date of coverage. Any increase to coverage is subject to the Group Policy's proof of good health requirements that are in force on the effective date of the increase. For proof of good health, a completed Evidence of Insurability form must be submitted to ReliaStar Life for approval.

<b>Employee-Basic Life Insurance</b>	<b>Limit without Proof</b>
• Initial eligibility...	\$25,000

  

<b>Employee-Supplemental Life Insurance</b>	<b>Limit without Proof</b>
• Initial eligibility...	\$150,000
• Application at annual enrollment for an increase to existing supplemental coverage by the lesser of \$10,000 or one plan increment, when new coverage combined with existing supplemental coverage does not exceed...	\$150,000
• All other applications for new coverage more than 31 days after the date you become eligible for insurance...	None. Proof of good health is required.
• All other applications for an increase to existing supplemental coverage...	None. Proof of good health is required.

## SCHEDULE OF BENEFITS

<b>Dependent Life Insurance- Spouse</b>	<b>Limit without Proof</b>
• Initial eligibility for dependent spouse...	\$25,000
• Application at annual enrollment for an increase to existing dependent spouse coverage by the lesser of \$5,000 or one plan increment, when new coverage combined with existing coverage does not exceed...	\$25,000
• All other applications for new dependent spouse coverage more than 31 days after the date you become eligible for dependent spouse coverage...	None. Proof of good health is required.
• All other applications for an increase to existing dependent spouse coverage...	None. Proof of good health is required.
<b>Dependent Life Insurance- Child(ren)</b>	<b>Limit without Proof</b>
• Initial eligibility for dependent child coverage...	\$10,000
• All other applications for new coverage more than 31 days after the date you become eligible for dependent's insurance on your child(ren)...	None. Proof of good health is required.
• All other applications for an increase to existing dependent child coverage...	None. Proof of good health is required.

## **SCHEDULE OF BENEFITS**

### **Supplemental Life Insurance Continued under the Portability Option**

The amount of your Supplemental Life Insurance that can be continued is limited to the lesser of the amount of your Supplemental Life Insurance on the date you elect portability or \$300,000. You may elect to continue a lesser amount based on the amounts available to active employees.

Any reductions in coverage due to age will apply to all coverage continued under the portability option.

## EMPLOYEE'S INSURANCE

### Eligibility

You are eligible on the first day of the month on or after the date you complete 30 days of continuous service with the Policyholder.

You must meet the following conditions to become insured:

- Be eligible for the insurance.
- Be actively at work.
- Apply for the insurance, if you have to pay any part of the premium.
- Give to ReliaStar Life proof of good health, which it approves, as required on the Schedule of Benefits.

### Effective Date of Employee's Insurance

Your insurance starts on the latest of the following dates:

- The date you become eligible.
- The date you return to active work if you are not actively at work on the date insurance would otherwise start. **Exception:** Your insurance starts on a nonworking day if you were actively at work on your last scheduled working day before the nonworking day.
- The date you apply for insurance, if you have to pay any part of the premium.
- The date ReliaStar Life approves your proof of good health, if proof is required.

### Effective Date of Change in Amount of Insurance

If there is an increase in the amount of your insurance, the increase will take effect on:

- The Policy Anniversary on or after the date of the increase, if you are actively at work on the date of the increase.
- The date you return to active work, if you are not actively at work on the Policy Anniversary on or after the date of the increase.
- The Policy Anniversary on or after the date your insurance increases, if the Policy Anniversary is a nonworking day and you were actively at work on your last scheduled working day before the nonworking day.

If proof of good health is required, the increase will take effect on the later of the dates indicated above or the date ReliaStar Life approves your proof of good health.

The amount of your insurance decreases on the date of change in your class or earnings. If you elect to decrease your insurance, the decrease will take effect on the Policy Anniversary on or after the date of the elected decrease.

## **EMPLOYEE'S INSURANCE**

### **Termination of Insurance**

Your insurance stops on the earliest of the following dates:

- For coverage not continued under the portability option, the last day of the month during which you were last actively at work for the Policyholder.
- For coverage not continued under the portability option, the last day of the month during which you are no longer eligible for insurance under the Group Policy.
- For coverage not continued under the portability option, the last day of the month during which you retire.
- For coverage continued under the portability option, the date you attain age 70.
- The date the Policyholder replaces the Supplemental Life Insurance under this plan with a similar life insurance plan through another insurance carrier, if you are actively at work for the Policyholder on that date.
- The date the Group Policy stops.
- The end of the period for which you paid premiums, if you do not make the next required premium contribution when due.
- For Accelerated Death Benefit, the date your Life Insurance stops.
- For AD&D Insurance, the date your Life Insurance stops or the date Life Insurance premiums are waived under the Waiver of Life Insurance Premium Disability Benefit.

ReliaStar Life stops providing a specific benefit to you on the date that benefit is no longer provided under the Group Policy.

### **Family and Medical Leave Act of 1993**

Certain employers are subject to the FMLA. If you have a leave from active work certified by your employer, then for purposes of eligibility and termination of coverage you will be considered to be actively at work. Your coverage will remain in force so long as you continue to meet the requirements as set forth in the FMLA.

### **Continuation of Insurance**

If you are no longer eligible for insurance because you stop active work, the Policyholder may continue your insurance. Premiums must be paid. Your continuation of insurance is subject to all other terms of the Group Policy.

The length of time your insurance continues depends on the reason you stop active work.

## EMPLOYEE'S INSURANCE

Your continuation of insurance stops on the earliest of the following dates:

- The end of the period for which your premiums were paid, if the next premium contribution is not paid on time.
- The date the Group Policy stops.
- The end of the third policy month after the policy month during which you stop active work, if you stop active work due to non-medical leave of absence, temporary layoff, or the Policyholder suspending operations.
- The date you attain age 65, if you stop active work due to sickness or accidental injury.
- The date your Life Insurance has been continued for 12 months, if you stop active work due to sickness or accidental injury.
- The date your Life Insurance has been continued for 12 months, if you are a military reservist called to active duty. **Exception:** If you are a firefighter or police officer called to active military duty your insurance may be continued until you submit a written request to change or discontinue your insurance.

### Portability

Portability means you have the option to continue your Supplemental Life Insurance if certain conditions are met. You must elect portability before you reach age 70 for Supplemental Life Insurance.

To continue your insurance, you must elect portability within 31 days of the date your Supplemental Life Insurance terminates due to the following:

- You retire or terminate employment with the Policyholder, if coverage is in effect for active employees under the Group Policy; or
- The Policyholder terminates coverage for active employees under the Group Policy and does not replace it with a similar life insurance plan; or
- You are no longer eligible for insurance under the Group Policy; or
- All other continuation under the Group Policy ends.

In all cases, you must pay premiums directly to ReliaStar Life beginning on the first day of the month following the date you elect portability.

If your Supplemental Life Insurance reduces due to age or a change in employment status, this is not considered a termination of insurance. Please refer to the **Conversion Rights** section for more information about conversion following reductions in coverage.

## EMPLOYEE'S INSURANCE

If you return to active work for the Policyholder and become eligible for insurance under the Group Policy as an active employee, you may do one, but not both, of the following for your Supplemental Life Insurance:

- Keep your continued amount of Supplemental Life Insurance. For all eligible increases, you must give ReliaStar Life proof of good health it accepts.
- Terminate the continued amount of Supplemental Life Insurance. You may then re-apply for Supplemental Life, subject to the terms of the Group Policy.

### **Reinstatement**

ReliaStar Life will reinstate your insurance not eligible for continuation under the portability option if you stop work and then return to work within 12 months. You will be eligible for insurance on the date you return to active work with the Policyholder. **Exception:** If you are a Military Reservist and are called to active duty for longer than 12 months, your insurance may be reinstated upon your return to active work with the Policyholder.

## DEPENDENT'S INSURANCE

### Eligibility

You are eligible for Dependent's Insurance on the later of the following dates:

- The date you are eligible for Employee's Supplemental Life Insurance.
- The date you first acquire a dependent as defined.

You must meet all of the following conditions to become insured for Dependent's Insurance:

- Be insured for Employee's Supplemental Life Insurance.
- Apply for Dependent's Insurance, if you must pay any part of the premium. You must apply for all dependents you have within 31 days of the date you are eligible for Dependent's Insurance.
- Give to ReliaStar Life proof of good health for your dependent, which it approves, as required on the Schedule of Benefits.

Any person eligible for insurance as an employee under the Group Policy is not considered an eligible dependent for Dependent's Insurance.

### Effective Date of Dependent's Insurance

Your dependent's insurance starts on the latest of the following dates:

- The date you become eligible for Dependent's Insurance.
- The date of your dependent's final discharge from any facility for care and treatment of sickness or accidental injury, for any dependent, other than a newborn, who is confined in such facility on the date your dependent's insurance starts.
- The date ReliaStar Life approves your dependent's proof of good health, if ReliaStar Life requires proof.
- The date you apply for Dependent's Insurance, if you have to pay any part of the premium.

If you acquire a new dependent and additional premium is required, you must apply within 31 days of acquiring the new dependent. If you acquire a new dependent while insured for Dependent's Insurance, and no additional premium is required, you should complete an enrollment form.

A newborn child will be covered from the date of eligibility. A foster or adopted child will be covered from the date of placement in the home.

## **DEPENDENT'S INSURANCE**

### **Effective Date of Change in Amount of Insurance**

If there is an increase in the amount of your dependent's insurance, the increase will take effect on:

- The Policy Anniversary on or after the date of the increase unless your dependent is confined in a facility for care and treatment of sickness or accidental injury on that date.
- The date of your insured dependent's final discharge from such facility, if your insured dependent is confined to such facility on the Policy Anniversary on or after the date of the increase.

If proof of good health is required, the increase will take effect on the later of the dates indicated above or the date ReliaStar Life approves your dependent's proof of good health.

If you elect to decrease your insured dependent's insurance, the decrease will take effect on the Policy Anniversary on or after the date of the elected decrease. All other decreases will take effect on the date of the decrease.

### **Termination of Insurance**

Your dependent's insurance stops on the earliest of the following dates:

- The date the Dependent's Insurance part of the Group Policy stops.
- The date the Group Policy terminates.
- The end of the period for which you made your last premium contribution for Dependent's Insurance if you do not make the next required contribution when due.
- The date your insurance stops.
- The date your insured dependent is no longer a dependent.
- The date your Life Insurance premiums are waived under the Waiver of Life Insurance Premium Disability Benefit of the Group Policy.
- For Dependent Spouse Accelerated Death Benefit, the date your Life Insurance stops. The Dependent Spouse Accelerated Death Benefit stops at the beginning of the period in which you are eligible to convert your Life Insurance.

ReliaStar Life stops providing a specific benefit under your dependent's insurance on the date that benefit is no longer provided under the Group Policy.

### **Family and Medical Leave Act of 1993**

If your coverage remains in force due to a certified leave under the FMLA, then your dependents' coverage will also remain in force so long as you continue to meet the requirements as set forth in the FMLA.

## DEPENDENT'S INSURANCE

### Continuation of Insurance

Your insured dependent's insurance may be continued. Premiums must be paid. Your insured dependent's insurance stops at the end of the period for which the last premium was paid if the next premium is not paid on time. Your insured dependent's continuation is subject to all other terms of the Group Policy.

### You Stop Active Work

If you stop active work and your insurance is being continued, your dependent's insurance will also be continued as shown in the Employee's Insurance part of this certificate.

### Handicapped Dependent Child

If your insured dependent child is physically handicapped or mentally retarded and reaches the maximum age for Dependent's Insurance, you may continue this child's insurance as long as all required premiums are paid. You must give ReliaStar Life proof that:

- The child is handicapped and not self-supporting.
- The child became handicapped before reaching the maximum age for Dependent's Insurance.
- The child is dependent on you for support.

Proof must be given within 31 days after the date the child reaches the maximum age for insurance. Before granting a continuation of this child's insurance, ReliaStar Life may require that a doctor examine the child. ReliaStar Life will specify the doctor and pay the fee for all exams ReliaStar Life requires. During the 2 years after the child reaches the maximum age, ReliaStar Life may ask for regular proof of the child's continued handicap. After the 2 year period, ReliaStar Life will not ask for proof, including doctor's exams, more often than once a year.

This handicapped child's continuation stops on the **earliest** of the following dates:

- The date the child becomes covered under any other group plan.
- The date the child is no longer handicapped.
- The date you do not give ReliaStar Life proof of the child's handicap when requested.
- The end of the period for which you paid premiums for this continuation, if you do not make the next required premium contribution when due.
- The date your Dependent's Insurance would otherwise stop under the Group Policy.

The Conversion Right will be available to your insured dependent child when all continuation is exhausted.

## DEPENDENT'S INSURANCE

### **Portability**

You may continue your Dependent Life Insurance if you elected portability of your Supplemental Life Insurance. Premium payment is required.

If you return to active work for the Policyholder and become eligible for Dependent's Insurance under the Group Policy as an active employee you may do one, but not both, of the following for your Dependent Life Insurance:

- If you keep your continued amount of Supplemental Life Insurance, you may keep your continued amount of Dependent Life Insurance. For all eligible increases, you must give ReliaStar Life proof of good health it accepts.
- Terminate the continued amount of Dependent Life Insurance. You may then reapply for Dependent Life Insurance, subject to the terms of the Group Policy.

## LIFE INSURANCE

### **Employee's Life Insurance**

ReliaStar Life pays a death benefit to your beneficiary if written proof is received that you have died while this insurance is in force. The death benefit is the amount of Life Insurance for your class shown on the Schedule of Benefits in effect on the date of your death.

ReliaStar Life pays the death benefit for all causes of death. However, for Supplemental Life Insurance, if you commit suicide, while sane or insane, within 2 years of the date your insurance starts, ReliaStar Life will refund the amount of premiums paid for your Supplemental Life Insurance under the Group Policy instead of paying a death benefit.

### **Waiver of Life Insurance Premium Disability Benefit**

ReliaStar Life waives your Life Insurance premium that becomes due while you are totally disabled. The premium will be waived if you satisfy certain conditions. When ReliaStar Life waives a premium, the amount of Life 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 Schedule of Benefits in effect on the date total disability begins.

When ReliaStar Life waives a premium it includes Life Insurance, Accelerated Death Benefit, and Waiver of Premium. It does not include AD&D Insurance, Dependent's Insurance, or any other benefits as elected under this certificate which were effective at the time of disability.

### **Conditions, Notice and Proof of Total Disability**

ReliaStar Life requires written notice of claim and proof of total disability to waive your premium. All of the following conditions must also be met:

- Total disability must begin before your 60th birthday. **Exception:** If you become totally disabled on or after your 60th birthday, but before age 65, your insurance may continue for up to 1 year, but not past age 65.
- You are insured for the Waiver of Life Insurance Premium Disability Benefit on the date you become totally disabled.
- You continue to be totally disabled.
- Your insurance is in force when you suffer the sickness or accidental injury causing the total disability.
- All premiums are paid up to the date total disability begins.

ReliaStar Life needs written notice of claim before it waives any premium. This notice must be received –

- while you are living,
- while you are totally disabled, and

## LIFE INSURANCE

- within one year from the date total disability begins. If you cannot give ReliaStar Life notice within one year, your claim is still valid if you show you gave ReliaStar Life notice as soon as reasonably possible.

ReliaStar Life needs proof of your total disability before any premiums can be waived. ReliaStar Life may require you to have a physical exam by a doctor it chooses. ReliaStar Life pays for that exam. ReliaStar Life can only require one exam a year after premiums have been waived for 2 full years.

When ReliaStar Life approves your proof of total disability, premiums are waived as of the date you became totally disabled. ReliaStar Life refunds, to the Policyholder, any premium paid for a period during which you were totally disabled. It is the Policyholder's responsibility to refund to you any part of the premium you paid.

### **Termination of Waiver of Premium**

ReliaStar Life stops waiving premiums on the earliest of the following dates:

- The date you are no longer totally disabled.
- The date you do not give ReliaStar Life proof of total disability when asked.
- The date you attain age 70.

If ReliaStar Life stops waiving your premiums, your Life Insurance will stay in force only if all of the following conditions are met:

- The Life Insurance under the Group Policy is still in force.
- You are eligible for Employee's Insurance under the Group Policy.
- Your premium payments are resumed.

The amount of Life Insurance that stays in force will be the amount shown on the Schedule of Benefits in effect on the date your premium payments are resumed.

If you buy an individual policy under the Conversion Right of the Group Policy during the first year of your disability, your Life Insurance may be restored. ReliaStar Life will cancel the individual policy as of its issue date:

- If within 12 months of the date you become totally disabled you –
  - file a claim under this provision and ReliaStar Life approves it, and
  - surrender the individual policy without claim, except for refund of premium.

When ReliaStar Life cancels your individual policy, ReliaStar Life –

- refunds all premiums paid for the individual policy.
- restores your Life Insurance under the Group Policy.
- retains the beneficiary named under the individual policy as beneficiary under the Group Policy, unless you ask ReliaStar Life to change the beneficiary in writing.

## LIFE INSURANCE

### **Beneficiary**

The beneficiary is named to receive the proceeds to be paid at your death. You may name more than one beneficiary. The Policyholder cannot be the beneficiary.

You may name, add or change beneficiaries by written request as described below. You may also choose to name a beneficiary that you cannot change without his or her consent. This is an irrevocable beneficiary.

You may name, add or change beneficiaries by written request if all of the following conditions are met:

- Your coverage is in force.
- ReliaStar Life has written consent of all irrevocable beneficiaries.
- You have not assigned the ownership of your insurance. The rights of an assignee are described in the Assignment section.

All requests are subject to the approval of ReliaStar Life. A change will take effect as of the date it is signed but will not affect any payment ReliaStar Life makes or action it takes before receiving your notice.

### **Payment of Proceeds**

ReliaStar Life pays proceeds to the beneficiary. If there is more than one beneficiary, each receives an equal share, unless you have requested otherwise, in writing. To receive proceeds, a beneficiary must be living on the earlier of the following dates:

- The date ReliaStar Life receives proof of your death.
- The tenth day after your death.

If there is no eligible beneficiary or if you did not name one, ReliaStar Life pays the proceeds in the following order:

1. Your spouse.
2. Your natural and adopted children.
3. Your parents.
4. Your estate.

The person must be living on the tenth day after your death.

### **Settlement Options**

Settlement options are alternative ways of paying the proceeds under the Group Policy. Proceeds is the amount of each benefit ReliaStar Life pays when you die or when you receive a lump sum amount under the Accelerated Death Benefit. To find out more about settlement options, please contact the Policyholder.

## LIFE INSURANCE

### Accelerated Death Benefit

ReliaStar Life pays this benefit if it has been determined that you have a terminal condition. Accelerated Death Benefit proceeds is the amount ReliaStar Life pays to you or your legal representative while you are living when it has been determined that you have a terminal condition. The Accelerated Death Benefit proceeds are paid in one lump sum and are paid only once. This lump sum payout is the only Settlement Option available to you prior to your death.

The Accelerated Death Benefit is the amount of the Accelerated Death Benefit shown on the Schedule of Benefits in effect on the date you apply for Accelerated Death Benefit proceeds. You will not be able to increase your contributory Life Insurance benefit after the time you apply for the Accelerated Death Benefit, unless you are determined to be ineligible to receive Accelerated Death Benefit proceeds.

To receive the Accelerated Death Benefit, **all** of the following conditions must be met. You must:

- request this benefit in writing while you are living. If you are unable to request this benefit yourself, your legal representative may request it for you.
- be insured as an employee for Life Insurance benefits.
- have Life Insurance benefits of at least \$10,000 as shown on the Schedule of Benefits.
- provide to ReliaStar Life a doctor's statement which gives the diagnosis of your medical condition; and states that because of the nature and severity of such condition, your life expectancy is no more than 6 months. ReliaStar Life may require that you be examined by a doctor of its choosing. If ReliaStar Life requires this, ReliaStar Life pays for the exam. If there are conflicting doctors' opinions, the matter is referred to our Medical Director. If you are dissatisfied with the decision, you may appeal under applicable federal or state law.
- provide to ReliaStar Life written consent from any irrevocable beneficiary, assignee, and, in community property states, from your spouse.

### Benefit Payment

ReliaStar Life pays the Accelerated Death Benefit proceeds to you unless both of the following are true:

- It is shown, to the satisfaction of ReliaStar Life, that you are physically and mentally incapable of receiving and cashing the lump sum payment.
- A representative appointed by the courts to act on your behalf does not make a claim for the payment.

## LIFE INSURANCE

If ReliaStar Life does not pay you because the two above conditions apply, payments instead will be made to one of the following:

- A person who takes care of you.
- An institution that takes care of you.
- Any other person ReliaStar Life considers entitled to receive the payments as your trustee.

### **Accelerated Death Benefit Exclusions**

ReliaStar Life does not pay benefits for a terminal condition if either of the following apply:

- the required Accelerated Death Benefit premium or Life Insurance premium is due and unpaid.
- the terminal condition is directly or indirectly caused by attempted suicide or intentionally self-inflicted injury, whether sane or insane.

### **Effects on Coverage**

When ReliaStar Life pays out this benefit, your coverage is affected in the following ways:

- Your total available Life Insurance benefit equals your amount of Life Insurance shown on the Schedule of Benefits at the time you apply for the Accelerated Death Benefit.
- Your Life Insurance benefit is reduced by the Accelerated Death Benefit proceeds paid out under this provision.
- Your Life Insurance benefit amount which you may convert is reduced by the Accelerated Death Benefit proceeds paid out under this provision.
- You will not be able to increase your Life Insurance benefit after ReliaStar Life approves you to receive the Accelerated Death Benefit.
- Your premium is based upon the Life Insurance benefit amount in force prior to any proceeds paid under this Accelerated Death Benefit provision. Such premium must be paid, unless waived, to keep the Life Insurance coverage in force.
- Your remaining Life Insurance benefit is subject to future age reductions, if any, as shown on the Schedule of Benefits.
- You will not be able to reinstate your coverage to its full amount in the event of a recovery from a terminal condition.
- Your dependents' Life Insurance coverage will be unaffected by Accelerated Death Benefit proceeds paid to you, provided all required premiums are paid.
- Your receipt of Accelerated Death Benefit proceeds does not affect your Accidental Death and Dismemberment Insurance. Thus, if you should die in an accident after receiving Accelerated Death Benefit Proceeds, your Accidental Death and Dismemberment Insurance will be based on your Life Insurance in force prior to the Accelerated Death Benefit payout, provided your premium is not being waived.

## LIFE INSURANCE

You will receive a notice when the accelerated death benefit is paid. The notice will include the amount of benefits paid and the amount of Life Insurance remaining to be paid as a death benefit.

### Accidental Death & Dismemberment (AD&D) Insurance

ReliaStar Life pays this benefit if you suffer a covered loss due to a covered accident. All of the following conditions must be met:

- You are covered for AD&D Insurance on the date of the accident.
- Loss occurs within 180 days of the date of the accident.
- The cause of the loss is not excluded.

ReliaStar Life pays the benefit shown below if you suffer any of the losses listed. The Full Amount is shown on the Schedule of Benefits. ReliaStar Life pays only one Full Amount while the Group Policy is in effect. If you have a loss for which ReliaStar Life paid 1/2 of the Full Amount, ReliaStar Life pays no more than 1/2 of the Full Amount for the next loss.

For:	The benefit is:
Loss of life .....	Full Amount
Loss of both hands, both feet or sight of both eyes .....	Full Amount
Loss of one hand and one foot .....	Full Amount
Loss of speech and hearing in both ears .....	Full Amount
Loss of one hand or one foot and sight of one eye .....	Full Amount
Loss of one hand or one foot or sight of one eye .....	1/2 Full Amount
Loss of speech .....	1/4 Full Amount
Loss of hearing in both ears .....	1/4 Full Amount
Loss of thumb and index finger of same hand .....	1/4 Full Amount
Quadriplegia .....	Full Amount
Paraplegia .....	1/2 Full Amount
Hemiplegia .....	1/2 Full Amount

Loss of hands or feet means loss by being permanently, physically severed at or above the wrist or ankle. Loss of sight means total and permanent loss of sight. Loss of speech and hearing means total and permanent loss of speech and hearing. Loss of thumb and index finger means loss by being permanently, physically, entirely severed.

**Quadriplegia** means total paralysis of all four limbs. **Paraplegia** means total paralysis of both lower limbs. **Hemiplegia** means paralysis of one arm and one leg on the same side of the body.

Paralysis must be the result of a spinal cord injury which is due to an accident. ReliaStar Life does not pay an AD&D benefit for any paralysis caused by a stroke. Paralysis must be determined by competent medical authority to be permanent, complete and irreversible.

## LIFE INSURANCE

ReliaStar Life does not pay a benefit for loss of use of the hand or foot or thumb and index finger.

Death benefits are paid to your beneficiary. All other benefits are paid to you.

### **Exposure and Disappearance Benefit**

ReliaStar Life pays an **Exposure** benefit if:

- the loss is from injury caused by exposure to the elements, and
- is the result of a covered accident.

ReliaStar Life pays a **Disappearance** benefit if:

- you are in a conveyance, including but not limited to an automobile, airplane, ship or train, that disappears, sinks or wrecks; and
- you disappear and your body is not found, and the disappearance is the result of a covered accident; and
- a reasonable period of time, but no more than one year, has lapsed since the accident, and
- ReliaStar Life has reviewed all evidence and there is no reason to believe that you are living.

The amount payable for the Exposure benefit is contained in the table above. The amount payable for the Disappearance benefit is the AD&D benefit for loss of life. If benefits are paid for Exposure or Disappearance, no other AD&D benefits will be payable under the Group Policy.

Exposure benefits are paid to you if living, otherwise to your beneficiary. Disappearance benefits are paid to your beneficiary.

If ReliaStar Life pays the Disappearance benefit and it is later found you are alive, the amount of benefits paid must be refunded to ReliaStar Life.

### **Safe Driver Benefit**

ReliaStar Life pays a **Safe Driver** benefit in addition to the AD&D benefit and subject to the exclusions listed below if you were:

- killed due to an automobile accident, and
- wearing a properly fastened safety belt at the time of the accident.

An additional amount will be paid if you were also driving in or riding in an automobile equipped with a factory installed airbag that operated properly upon impact.

## LIFE INSURANCE

<b>For loss of:</b>	<b>The benefit is:</b>
Life (with safety belt only) .....	An additional 10% of Full Amount of AD&D Insurance up to a maximum of \$25,000
Life (with safety belt and airbag) .....	An additional 15% of Full Amount of AD&D Insurance up to a maximum of \$40,000

**Automobile** means any self-propelled private passenger vehicle which has four or more tires and which is not being used for commercial purposes. **Safety belt** means a passenger restraint system properly installed in the vehicle in which you were riding. **Airbag** means an additional restraint system which inflates for added protection to the head and chest areas.

ReliaStar Life will not pay the Safe Driver benefit if the loss of life was caused directly or indirectly by any use of intoxicating liquors, marijuana, narcotic drugs, depressants or similar substances, whether or not prescribed by a doctor, by you or by the driver of the automobile in which you were riding.

Safe Driver benefits are paid to your beneficiary.

### **Coma Benefit**

ReliaStar Life pays a **Coma** benefit if, due to an accident, you are in a coma. Coma benefit payments will stop when you are no longer in a coma or when maximum benefits have been paid, whichever comes first.

<b>In the event of:</b>	<b>The benefit is:</b>
Coma .....	An additional 2% of Full Amount of AD&D Insurance per month for up to 12 months to a total maximum of \$24,000

**Coma** means that you remain unresponsive to any stimuli and speechless for a period of time not less than 30 days, as determined by a competent medical authority.

If you are physically and mentally incapable of receiving and cashing Coma benefit payments, then the payments instead will be made to a person legally authorized to receive the payments on your behalf.

## LIFE INSURANCE

### Common Carrier Benefit

ReliaStar Life pays a **Common Carrier** benefit in addition to the AD&D benefit if you suffer a covered loss due to an accident, and the loss occurs while traveling:

- as a fare paying passenger,
- in or on or entering into or alighting from a public conveyance, and
- the public conveyance is operated by a licensed common carrier for passenger service.

<b>For:</b>	<b>The benefit is:</b>
Common Carrier .....	An additional AD&D Amount equal to 50% of the AD&D amount otherwise payable for this loss up to a maximum of \$50,000

Common Carrier benefits are paid to you if living, otherwise to your beneficiary.

### Occupational Assault Benefit

ReliaStar Life pays an **Occupational Assault** benefit in addition to the AD&D benefit if you suffer a covered loss due to an accident, **and:**

- the loss is due to an intentional and unlawful act of physical violence directed at you by another person,
- you are actively at work, performing assigned duties on behalf of the Policyholder at the time of the assault, and
- a report of criminal activity has been filed on your behalf with the appropriate law enforcement authority within 48 hours of the assault.

<b>For loss due to:</b>	<b>The benefit is:</b>
Occupational Assault .....	An additional AD&D Amount equal to the AD&D amount otherwise payable for this loss up to a maximum of \$10,000

Occupational Assault benefits are paid to you if living, otherwise to your beneficiary.

## LIFE INSURANCE

### Accidental Death and Dismemberment Exclusions

ReliaStar Life does not pay benefits for loss directly or indirectly caused by any of the following:

- Suicide or intentionally self-inflicted injury, while sane or insane.
- Physical or mental illness.
- Bacterial infection or bacterial poisoning. **Exception:** Infection from a cut or wound caused by an accident.
- Riding in or descending from an aircraft as a pilot or crew member.
- Any armed conflict, whether declared as war or not, involving any country or government.
- Injury suffered while in the military service for any country or government.
- Injury which occurs when you commit or attempt to commit a felony.
- Use of any drug, narcotic or hallucinogenic agent –
  - unless prescribed by a doctor.
  - which is illegal.
  - not taken as directed by a doctor or the manufacturer.
- Your intoxication. Intoxication means your blood alcohol content meets or exceeds the legal presumption of intoxication under the laws of the state where the accident occurred.

### Dependent's Life Insurance

ReliaStar Life pays a death benefit in the amount of the Dependent's Life Insurance shown on the Schedule of Benefits. ReliaStar Life pays according to the Schedule of Benefits in effect on the date your insured dependent dies.

ReliaStar Life pays the death benefit for all causes of death. However, for Dependent Life Insurance, if your insured dependent, while sane or insane, commits suicide within 2 years from the date his or her coverage starts, ReliaStar Life will refund the amount of premiums already paid for Dependent Life Insurance instead of paying a death benefit.

ReliaStar Life requires that proof of your insured dependent's death be mailed to ReliaStar Life at its Home Office.

ReliaStar Life pays benefits for your insured dependent's death to you, if you are living on the earlier of the following:

- The date ReliaStar Life receives proof of your insured dependent's death at its Home Office.
- The tenth day after your insured dependent's death.

If you are not living on either of these dates, ReliaStar Life pays the proceeds to the following in the order listed:

1. Your spouse, if living.
2. Your estate.

## LIFE INSURANCE

### Dependent Spouse Accelerated Death Benefit

ReliaStar Life pays this benefit if it has been determined that your insured dependent spouse has a terminal condition. Dependent Spouse Accelerated Death Benefit proceeds is the amount ReliaStar Life pays to you or your legal representative when it has been determined that your insured dependent spouse has a terminal condition. The Dependent Spouse Accelerated Death Benefit proceeds are paid in one lump sum and are paid only once. This lump sum payout is the only Settlement Option available to you prior to your insured dependent spouse's death.

The Dependent Spouse Accelerated Death Benefit is the amount of the Dependent Spouse Accelerated Death Benefit shown on the Schedule of Benefits in effect on the date you apply for Dependent Spouse Accelerated Death Benefit proceeds. You will not be able to increase your contributory Dependent Spouse Life Insurance benefit after the time you apply for the Dependent Spouse Accelerated Death Benefit, unless you are determined to be ineligible to receive Dependent Spouse Accelerated Death Benefit proceeds.

To receive the Dependent Spouse Accelerated Death Benefit, **all** of the following conditions must be met. You must:

- request this benefit in writing while your insured dependent spouse is living. If you are unable to request this benefit yourself, your legal representative may request it for you.
- be insured for Dependent Spouse Life Insurance benefits.
- have Dependent Spouse Life Insurance benefits of at least \$20,000 as shown on the Schedule of Benefits.
- provide to ReliaStar Life a doctor's statement which gives the diagnosis of your insured dependent spouse's medical condition; and states that because of the nature and severity of such condition, life expectancy is no more than 6 months. ReliaStar Life may require that your insured dependent spouse be examined by a doctor of its choosing. If ReliaStar Life requires this, ReliaStar Life pays for the exam. If there are conflicting doctors' opinions, the matter is referred to our Medical Director. If you are dissatisfied with the decision, you may appeal under applicable federal or state law.
- provide to ReliaStar Life written consent from any irrevocable beneficiary, assignee, and, in community property states, from your spouse.

## LIFE INSURANCE

### **Benefit Payment**

ReliaStar Life pays the Dependent Spouse Accelerated Death Benefit proceeds to you unless both of the following are true:

- It is shown, to the satisfaction of ReliaStar Life, that you are physically and mentally incapable of receiving and cashing the lump sum payment.
- A representative appointed by the courts to act on your behalf does not make a claim for the payment.

If ReliaStar Life does not pay you because the two above conditions apply, payments instead will be made to one of the following:

- A person who takes care of you.
- An institution that takes care of you.
- Any other person ReliaStar Life considers entitled to receive the payments as your trustee.

### **Dependent Spouse Accelerated Death Benefit Exclusions**

ReliaStar Life does not pay benefits for a terminal condition if either of the following apply:

- the required Dependent Spouse Accelerated Death Benefit premium or Life Insurance premium is due and unpaid.
- the terminal condition is directly or indirectly caused by attempted suicide or intentionally self-inflicted injury, whether sane or insane.

### **Effects on Coverage**

When ReliaStar Life pays out this benefit, your dependent spouse coverage is affected in the following ways:

- Your total available benefit equals your amount of Dependent Spouse Life Insurance shown on the Schedule of Benefits at the time you apply for the Dependent Spouse Accelerated Death Benefit.
- Your Dependent Spouse Life Insurance benefit is reduced by the Dependent Spouse Accelerated Death Benefit proceeds paid out under this provision.
- Your Dependent Spouse Life Insurance benefit amount which you may convert is reduced by the Dependent Spouse Accelerated Death Benefit proceeds paid out under this provision.
- You will not be able to increase your contributory Dependent Spouse Life Insurance benefit after ReliaStar Life approves the Dependent Spouse Accelerated Death Benefit.
- Your premium is based upon the amount of your Dependent Spouse Life Insurance benefit in force prior to any proceeds paid under this Accelerated Death Benefit provision. Such premium must be paid to keep the Dependent Spouse Life Insurance coverage in force.
- You will not be able to reinstate your Dependent Spouse Life Insurance coverage to its full amount in the event of your spouse's recovery from a terminal condition.

## **LIFE INSURANCE**

You will receive a notice when the accelerated death benefit is paid. The notice will include the amount of benefits paid and the amount of your or your Dependent Spouse Life Insurance remaining to be paid as a death benefit.

## CONVERSION RIGHTS

### Life Insurance

You or your insured dependent may convert this insurance to an individual life insurance policy if any part of your or your insured dependent's Life Insurance under the Group Policy stops. Proof of good health is not required.

### Conditions for Conversion

You or your insured dependent may convert this Life Insurance if it stops for any of the following reasons:

- For coverage not continued under the portability option, you are no longer actively at work.
- For coverage not continued under the portability option, you are no longer eligible for Employee's Insurance under the Group Policy.
- For coverage continued under the portability option, you have reached the maximum age limit under the Group Policy.
- The Group Policy is changed or cancelled, and your Life Insurance under the Group Policy has been in effect for at least 5 years in a row.
- For your Life Insurance –
  - the amount of Life Insurance is reduced.
  - the premium is no longer being waived under the Waiver of Life Insurance Premium Disability Benefit, and your group Life Insurance stops.
- For your dependent's Life Insurance –
  - your dependent's Life Insurance stops.
  - your dependent is no longer a dependent as defined.
  - your dependent's Life Insurance shown on the Schedule of Benefits is reduced.
  - your Life Insurance premiums are waived because of total disability.
  - if you become divorced, your insured spouse may convert.
  - you die.

You or your insured dependent may convert this insurance by applying and paying the first premium for an individual policy within 31 days after any part of your or your insured dependent's insurance stops.

ReliaStar Life or the Policyholder must be notified. ReliaStar Life will supply you or your insured dependent with a conversion form to complete and return.

If your insured dependent is too young to contract for life insurance, the following people may apply in this order:

1. You, while living.
2. Your spouse, while living.
3. The court-appointed guardian of your insured dependent.

## CONVERSION RIGHTS

### **Type of Converted Policy**

You or your insured dependent may purchase any individual nonparticipating policy offered by ReliaStar Life, except term insurance. The new policy must provide for a level amount of insurance and have premiums at least equal to those of ReliaStar Life's whole life plan with the lowest premium.

If your previous coverage included additional benefits such as disability, Accidental Death and Dismemberment Insurance or the Accelerated Death Benefit, the new insurance will not include these benefits.

### **Amount of Conversion Coverage**

If your or your insured dependent's Life Insurance is changed or cancelled because the Group Policy is changed or cancelled, and your Life Insurance under the Group Policy has been in effect for at least 5 years in a row, the amount of the individual policy is limited to the lesser of –

- \$5,000 or
- the amount of your or your insured dependent's Life Insurance which stops, minus the amount of other group insurance for which you or your insured dependent becomes eligible, within 31 days of the date your or your insured dependent's insurance stops.

If your or your insured dependent's Life Insurance stops for any reason other than the above, the amount of your or your insured dependent's individual policy may be any amount up to the amount of your or your insured dependent's Life Insurance that stopped.

### **Effective Date**

The new policy takes effect 31 days after the part of your or your insured dependent's Life Insurance being converted stops.

If you or your insured dependent dies within the 31-day period allowed for making application to convert, ReliaStar Life will pay a death benefit to your or your insured dependent's beneficiary in the amount you or your insured dependent were entitled to convert. ReliaStar Life will pay the amount whether or not application was made. ReliaStar Life will return any premium paid for the individual policy to your or your insured dependent's beneficiary named under the Group Policy.

### **Premiums**

Premiums for the new policy are based on your or your insured dependent's age on the date of conversion.

## **CLAIM PROCEDURES**

### **Submitting a Claim**

You, your insured dependent or someone on your behalf must send ReliaStar Life written notice of the loss on which your claim will be based. The notice must –

- include information to identify you or your insured dependent, like your name, address and Group Policy number.
- be sent to ReliaStar Life or to the authorized administrator.
- be sent within 91 days after the loss for which claim is based has occurred or as soon as reasonably possible.

### **Claim Forms**

ReliaStar Life or its authorized administrator will send proof of loss claim forms within 15 days after ReliaStar Life receives notice of claim.

Completed proof of loss claim forms or other written proof of loss detailing how the loss occurred must be sent to ReliaStar Life within 91 days after the loss or as soon as reasonably possible.

## GENERAL PROVISIONS

### Life Insurance Assignment

You can change the owner of your Life Insurance under the Group Policy by sending ReliaStar Life written notice. This change is an absolute assignment. You cannot make an absolute assignment to the Policyholder. You transfer all your rights and duties as owner to the new owner. The new owner can then make any change the Group Policy allows. A request for an absolute assignment –

- does not change the insurance or the beneficiary.
- applies only if ReliaStar Life receives your notice.
- takes effect from the date signed.
- does not affect any payment ReliaStar Life makes or action ReliaStar Life takes before receiving your notice.

A collateral assignment is not allowed.

ReliaStar Life assumes no responsibility for the validity of any assignment. You are responsible to see that the assignment is legal in your state and that it accomplishes the goals that you intend.

### Legal Action

Legal action may not be taken to receive benefits until 60 days after the date proof of loss is submitted according to the requirements of the Group Policy. Legal action must be taken within 3 years after the date proof of loss must be submitted.

If the Policyholder's state requires longer time limits, ReliaStar Life will comply with the state's time limits.

### Exam and Autopsy

For AD&D Insurance, when reasonably necessary, ReliaStar Life may have you or your insured dependent examined while a claim is pending under the Group Policy. ReliaStar Life pays for the initial exam. ReliaStar Life may have an autopsy made if you or your insured dependent dies, if not forbidden by state law.

### Incontestability

Your and your dependent's insurance has a contestable period starting with the effective date of your insurance and continuing for 2 years while you are living. During that 2 years, ReliaStar Life can contest the validity of your and your dependent's insurance because of inaccurate or false information received relating to your and your insured dependent's insurability. Only statements that are in writing and signed by you or your insured dependent can be used to contest the insurance.

## DEFINITIONS

**Accident** – an unexpected, external, violent and sudden event.

**Active Work, Actively at Work** – the employee is physically present at his or her customary place of employment with the intent and ability of working the scheduled hours and doing the normal duties of his or her job on that day.

**Child** –

- your natural or adopted child.
- a child who is placed in your home for purposes of adoption, or for whom you have filed suit for adoption.
- a child who is primarily dependent on you for support and lives with you in a permanent parent-child relationship, and who is your stepchild, your foster child, or a child for whom you are a legal guardian.

**Dependent** –

- your legal spouse.
- your unmarried child from birth but less than 26 years of age.

The term “dependent” does not include –

- a spouse or child living outside the United States.
- a spouse or child eligible for Employee's Insurance under the Group Policy.
- a spouse or child on active military duty.
- a parent of you or your spouse.
- a spouse or child who does not give proof of good health when asked, or whose proof is not accepted.

**Employee** – an active employee residing in the United States who is employed by the Policyholder and is regularly scheduled to work on at least a 20-hour-per-week basis for City employees and a 35-hour-per-week basis for Chamber of Commerce employees. Such employees of companies and affiliates controlled by the Policyholder are included. Temporary and seasonal employees are excluded.

**Group Policy** – the written group insurance contract between ReliaStar Life and the Policyholder.

**Nonworking Day** – a day on which the employee is not regularly scheduled to work, including time off for the following:

- Vacations.
- Personal holidays.
- Weekends and holidays.
- Approved nonmedical leave of absence.
- Paid Time Off for nonmedical-related absences.

Nonworking day does not include time off for any of the following:

## DEFINITIONS

- Medical leave of absence. Time off for a medical leave of absence will be considered a scheduled working day.
- Temporary layoff.
- The Policyholder suspending its operations, in part or total.
- Strike.

**Policyholder** – City of San Marcos.

**ReliaStar Life** – ReliaStar Life Insurance Company, at its Home Office in Minneapolis, Minnesota.

**Terminal Condition** – an injury or sickness which is expected to result in your or your insured dependent spouse's death within 6 months and from which there is no reasonable chance of recovery. ReliaStar Life, or a qualified party chosen by ReliaStar Life, will make this determination.

**Total Disability, Totally Disabled** – your inability, due to sickness or accidental injury, to work at or perform the material and substantial duties of any job suited to your education, training or experience.

**Written, In Writing** – signed, dated and received at ReliaStar Life's Home Office in a form ReliaStar Life accepts.

**You, Your** – an employee insured for Employee's Insurance under the Group Policy.

