

YOUR GROUP LIFE INSURANCE PLAN

For Employees of

Foth & Van Dyke, LLC

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B-11859 (10-21)

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
65905-3GAT

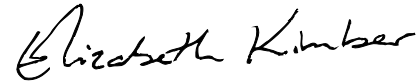
Policyholder
Foth & Van Dyke, LLC

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.



Registrar

SCHEDULE OF BENEFITS

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

| Class | Amount of Life Insurance* | Full Amount of AD&D Insurance* |
|------------------------------------|--|---|
| All Eligible Employees | The lesser of: 1 times your Basic Yearly Earnings or \$450,000. | The lesser of: 1 times your Basic Yearly Earnings or \$450,000. |
| Employees approved for portability | Approved ported amount, but the total amount of ported Basic and Supplemental Life will not exceed the lesser of 5 times your Basic Yearly Earnings or \$750,000 | Approved ported amount, not to exceed ported Life amount |

Supplemental Life Insurance

| Class | Amount of Life Insurance* |
|------------------------------------|--|
| All Eligible Employees | \$10,000 to a maximum \$500,000 chosen in \$10,000 increments |
| Employees approved for portability | Approved ported amount, but the total amount of ported Basic and Supplemental Life will not exceed the lesser of 5 times your Basic Yearly Earnings or \$750,000 |

*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 the January 1st on or after your 70th birthday to age 75, ReliaStar Life pays 65%,
- From the January 1st on or after your 75th birthday to age 80, ReliaStar Life pays 45%,
- From the January 1st on or after your 80th birthday to age 85, ReliaStar Life pays 30%,
- From the January 1st on or after your 85th birthday and after, ReliaStar Life pays 20%.

*Your minimum amount of ported coverage, including decreases, is \$5,000 total Life Insurance and \$5,000 total AD&D Insurance.

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.

To determine benefits, your amount of insurance is rounded to the next higher \$1,000 multiple unless the amount equals a multiple of \$1,000.

Accelerated Death Benefit

This benefit is equal to 50% of your amount of Basic and Supplemental Life Insurance in force, or \$375,000, 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

Basic Dependent Life Insurance

| Class | Amount of Insurance |
|---|---|
| • Spouse or Domestic Partner | \$2,500 |
| • Child (each) – Birth but less than 26 years of age | \$1,000 |
| • Spouse or Domestic Partner approved for portability | Approved ported amount, but the total amount of ported Dependent Life Insurance on this dependent will not exceed the employee's ported Life amount |
| • Child approved for portability | Approved ported amount, but the total amount of ported Dependent Life Insurance on this dependent will not exceed the lesser of the employee's ported Life amount or \$10,000 |

Supplemental Dependent Life Insurance

| Class | Amount of Insurance |
|---|---|
| • Spouse or Domestic Partner | Choice of \$10,000 to \$50,000 in \$10,000 increments |
| • Child (each) | Choice of \$5,000 to \$25,000 in \$5,000 increments |
| • Spouse or Domestic Partner approved for portability | Approved ported amount, but the total amount of ported Dependent Life Insurance on this dependent will not exceed the employee's ported Life amount |
| • Child approved for portability | Approved ported amount, but the total amount of ported Dependent Life Insurance on this dependent will not exceed the lesser of the employee's ported Life amount or \$10,000 |

The minimum amount of ported Dependent's Insurance for each insured dependent, including decreases, is \$1,000 total Dependent Life Insurance.

Dependent Spouse or Domestic Partner Accelerated Death Benefit

This benefit is equal to 50% of your amount of Dependent Spouse or Domestic Partner Life Insurance in force, or \$100,000, whichever is less. You must have at least \$10,000 of Dependent Spouse or Domestic Partner Life Insurance in force to qualify for this benefit.

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.

Employee-Basic Life Insurance

- Initial eligibility...

Limit without Proof

\$450,000

- Increases due to salary, job or class changes, that combined with existing coverage do not exceed \$450,000...

Amount of the increase

Employee-Supplemental Life Insurance

- Coverage on the Group Policy Effective Date continued from the Policyholder's prior plan...

Supplemental Limit without Proof

Current amount, up to \$750,000

- Enrollment on the Group Policy Effective Date, for employees who had supplemental coverage under the Policyholder's prior plan, when new coverage combined with existing coverage does not exceed...

\$350,000

- Enrollment on the Group Policy Effective Date, for employees who had no supplemental coverage under the Policyholder's prior plan...

None. Proof of good health is required.

- Initial eligibility after the Group Policy Effective Date...

\$350,000

- Application at annual enrollment for an increase to existing supplemental coverage by one to five plan increments, when new coverage combined with existing coverage does not exceed...

\$350,000

Exception: Subject to the Guaranteed Issue Limit, you may increase your Life Insurance coverage amount by up to five plan increments, without proof of good health upon experiencing a qualified change in family status, provided you request the increase within 31 days following the family status change.

- Increases due to salary, job or class changes, that combined with existing coverage do not exceed \$350,000...

Amount of the increase

- All other applications for new supplemental 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

Dependent Life Insurance

- Coverage on the Group Policy Effective Date continued from the Policyholder's prior plan...

Limit without Proof

Current amount, up to \$40,000 on your spouse or domestic partner and up to \$20,000 on your child(ren).

- Enrollment on the Group Policy Effective Date, for employees who had dependent coverage under the Policyholder's prior plan, when new coverage combined with existing dependent coverage does not exceed...

\$20,000 on your spouse or domestic partner and \$20,000 on your child(ren).

- Enrollment on the Group Policy Effective Date, for employees who had no dependent coverage under the Policyholder's prior plan...

None. Proof of good health is required.

- Initial eligibility for dependent coverage after the Group Policy Effective Date...

\$50,000 on your spouse or domestic partner and \$25,000 on your child(ren).

- Application at annual enrollment for an increase to existing dependent coverage, when new coverage combined with existing dependent coverage does not exceed...

\$50,000 on your spouse or domestic partner and \$25,000 on your child(ren).

Exception: Subject to the Guaranteed Issue Limit, you may increase your Dependent's Life Insurance coverage without proof of good health upon experiencing a qualified change in family status, provided you request the increase within 31 days following the family status change.

- All other applications for new dependent coverage more than 31 days after the date you become eligible for dependent's insurance...

None. Proof of good health is required.

- All other applications for an increase to existing dependent coverage...

None. Proof of good health is required.

EMPLOYEE'S INSURANCE

Eligibility

You are eligible on the date you start 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.

Continuity of Insurance Coverage

If you are not actively at work on the date insurance would otherwise start, ReliaStar Life waives the actively at work requirement if both of the following are true:

- You are eligible for insurance except for meeting the actively at work requirement on the Group Policy's Effective Date.
- You were covered under the Policyholder's prior group life insurance plan on the day before the Group Policy's Effective Date.

Before you return to active work, the benefit amounts and limits will be the same as the benefits under the prior group policy. ReliaStar Life reduces the amount it pays by any benefits still payable under the prior group policy. Your insurance will stop on the date coverage would have ended under the prior plan had it remained in force.

If you return to active work, ReliaStar Life pays benefits according to the Schedule of Benefits and other provisions of your certificate.

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.

Qualified Changes in Family Status

The following events are considered to be qualified changes in family status:

- Marriage or divorce.
- Birth or adoption of a child.

EMPLOYEE'S INSURANCE

Only benefit changes which are consistent with the change in family status are permitted. You must notify the policyholder of your change in family status and complete a new enrollment form within 31 days after the qualifying event.

You may contact the Policyholder for additional details.

Termination of Insurance

Your insurance stops on the earliest of the following dates:

- For coverage not ported, the last day of the month during which you were last actively at work for the Policyholder.
- For coverage not ported, the last day of the month during which you are no longer eligible for insurance under the Group Policy.
- For coverage not ported, the last day of the month during which you retire.
- The end of the period for which you paid premiums, if you do not make the next required premium contribution when due.
- The date the Policyholder replaces the 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 terminates.
- For ported Life Insurance, the date you attain age 80.
- For ported AD&D Insurance, the date you attain age 70.
- For all AD&D Insurance, the date your Life Insurance terminates or the date your Life Insurance premiums are waived due to total disability. For coverage not ported, AD&D Insurance stops at the beginning of the period in which you are eligible to convert your Life Insurance.
- For Accelerated Death Benefit, the date your Life Insurance terminates. For coverage not ported, the Accelerated Death Benefit stops at the beginning of the period in which you are eligible to convert your Life Insurance.
- For Accelerated Death Benefit on ported Life Insurance, the date you attain age 70.

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 Life Insurance

If you are no longer eligible for Life 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.

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.
- 180 days after you stop active work, if you stop active work due to non-medical leave of absence, temporary layoff, or the Policyholder suspending operations. Note: Eligibility during an approved leave of absence or layoff will be subject to the Policyholder's discretion, but will not exceed 180 days.
- For coverage not continued under the portability option, the date you attain age 65 if you stop active work due to sickness or accidental injury, including total disability.
- For coverage not continued under the portability option, the date your Life Insurance has been continued for 12 months if you stop active work due to sickness or accidental injury, including total disability.
- For coverage not continued under the portability option, the date your Life Insurance premiums are waived under the Waiver of Life Insurance Premium Disability Benefit.

EMPLOYEE'S INSURANCE

Portability

You can apply to continue your terminated Basic and Supplemental Life and AD&D Insurance until age 80 if certain conditions are met. AD&D Insurance may only be ported if Life Insurance is ported, and before you reach age 70. You may elect to decrease your ported coverage. You will not be eligible to increase your ported coverage.

The minimum amount of your Life Insurance that you can apply to port is \$5,000. See the Schedule of Benefits for maximum amounts. If your total amount of terminated Life Insurance otherwise eligible to be ported is less than \$5,000, then you may be eligible for conversion as described in the **Conversion Rights** section.

You must apply for portability within 31 days of the date your 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 Basic and Supplemental Life Insurance 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 Employee's Insurance under the Group Policy; or
- All other continuation under the Group Policy ends.

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

Your application for portability is subject to approval by ReliaStar Life. If you are not approved for portability, you may still be eligible for conversion as described in the **Conversion Rights** section.

The Incontestability provision in the **General Provisions** section also applies to ported coverage starting with the effective date of your ported coverage and continuing for two years while you are living.

If you port coverage and then later become eligible as an active employee for Employee's Insurance under a Group Policy issued by ReliaStar Life, then your amount of ported coverage will be reduced by your amount of insurance as an active employee.

Reinstatement

ReliaStar Life will reinstate your insurance not eligible for portability if you stop work and then return to work within the plan year. You will be eligible for insurance on the date you return to active work with the Policyholder.

DEPENDENT'S INSURANCE

NOTE: YOUR DOMESTIC PARTNER AND YOUR DOMESTIC PARTNER'S CHILD MAY BE ELIGIBLE FOR INSURANCE UNDER THIS PLAN, AS DEFINED UNDER DEFINITIONS OF DEPENDENT AND DOMESTIC PARTNER AND CHILD. YOU SHOULD CONSULT WITH YOUR PERSONAL TAX ADVISER TO ASSESS POSSIBLE TAX IMPLICATIONS.

Eligibility

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

- The date you are eligible for Employee's 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 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 initially eligible for Dependent's Insurance.
- Give ReliaStar Life proof of good health for your dependent, which it approves, as required on the Schedule of Benefits.

If you and your spouse or domestic partner are insured as employees under the Group Policy, either you or your spouse or domestic partner, but not both, can apply for Dependent's Insurance. If the spouse or domestic partner carrying the Dependent's Insurance stops being insured as an employee, the other spouse or domestic partner may become insured for Dependent's Insurance by applying within 31 days.

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 your dependent is no longer confined at home or in any facility for care and treatment of sickness or accidental injury, for any dependent, other than a newborn, who is confined at home or 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.

Continuity of Dependent's Insurance Coverage

ReliaStar Life will waive the requirement that a dependent must not be confined at home or in any facility for care and treatment of sickness or accidental injury in order to become insured, if both of the following are true:

- Your dependent is eligible for insurance on the Group Policy's Effective Date, except for being so confined.
- Your dependent was insured under the Policyholder's prior group life insurance plan on the day before the Group Policy's Effective Date.

Before your dependent is no longer so confined, the benefit amounts and limits will be the same as the benefits under the prior group policy. ReliaStar Life reduces the amount it pays by any benefits still payable under the prior group policy. Your dependent's insurance will stop on the date coverage would have ended under the prior plan had it remained in force.

When your dependent is no longer so confined, ReliaStar Life pays benefits according to the Schedule of Benefits and other provisions of your certificate.

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 latest of the following dates:

- The Policy Anniversary on or after the date you are eligible to increase Dependent's Insurance.
- The date your dependent is no longer confined at home or in any facility for care and treatment of sickness or accidental injury, if your dependent is so confined on the Policy Anniversary on or after the date of the increase.
- The date ReliaStar Life approves your dependent's proof of good health, if proof is required.

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 Dependent's Insurance

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

- The date your insurance terminates.
- For dependent's insurance not ported, the date you retire.
- 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 the Dependent's Insurance part of the Group Policy terminates.
- The date the Group Policy terminates.
- The date your Life Insurance premiums are waived due to total disability.
- The last day of the month during which your insured dependent is no longer an eligible dependent as defined.
- The date your dependent's life insurance is converted.
- For Dependent Spouse or Domestic Partner Accelerated Death Benefit, the date your dependent spouse or domestic partner's Life Insurance stops. The Dependent Spouse or Domestic Partner Accelerated Death Benefit stops at the beginning of the period in which your spouse or domestic partner is eligible to convert his or her Dependent Spouse or Domestic Partner 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.

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

DEPENDENT'S INSURANCE

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.

Portability

You can apply to continue your terminated Dependent's Insurance at the same time you apply for portability of your coverage. Dependent Life Insurance may only be ported if your Life Insurance is ported. You may elect to decrease ported coverage. You will not be eligible to increase ported coverage.

Your application for portability of Dependent's Insurance is subject to approval by ReliaStar Life. If your Dependent's Insurance is not approved for portability, your insured dependent may still be eligible for conversion as described in the **Conversion Rights** section.

The Incontestability provision in the **General Provisions** section also applies to ported coverage starting with the effective date of ported coverage and continuing for two years while your insured dependent is living.

If you port Dependent's Insurance and then later become eligible as an active employee for Dependent's Insurance under a Group Policy issued by ReliaStar Life, then your amount of ported Dependent's Insurance will be reduced by your amount of Dependent's Insurance as an active employee.

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.

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 or domestic partner.
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.

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.

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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.
- 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 the Waiver of Premium is approved by ReliaStar Life.

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
- 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 65.

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.

You will not be eligible to continue insurance under the portability option when ReliaStar Life stops waiving your premiums.

If you buy an individual policy under the Conversion Right of the Group Policy during the first year of your total 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

Accelerated Death Benefit

NOTE: AT THIS TIME IT IS UNCLEAR WHETHER YOU WILL BE REQUIRED TO PAY TAX ON ACCELERATED DEATH BENEFIT PROCEEDS. YOU SHOULD CONSULT WITH YOUR PERSONAL TAX ADVISER TO ASSESS POSSIBLE TAX IMPLICATIONS.

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 12 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.
- 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.

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 Basic and Supplemental 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.

LIFE INSURANCE

- 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.

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 | 1/2 Full Amount |
| Loss of hearing in both ears..... | 1/2 Full Amount |
| Loss of thumb and index finger of same hand | 1/4 Full Amount |
| Quadriplegia..... | Full Amount |
| Paraplegia | 3/4 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.

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.

LIFE INSURANCE

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.

For loss of:

The benefit is:

Life (with safety belt only)..... An additional 10% of Full Amount of Basic AD&D Insurance up to a maximum of \$25,000

Life (with safety belt and airbag) An additional 15% of Full Amount of Basic 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.

LIFE INSURANCE

Education Benefit

ReliaStar Life pays an **Education** benefit in addition to the AD&D benefit and subject to the conditions below if you die due to an accident. This benefit will be paid at the end of each annual period following your death to your dependent who is enrolled as a full-time student in an accredited post-secondary institution of higher learning beyond grade 12 within 365 days following the date of your death. Benefit payments will stop if either of the following is true during the preceding annual period –

- the student's full-time school attendance is less than 6 months; or
- the student would no longer be considered your eligible dependent under the definition of dependent in the policy.

For:

The benefit is:

Education An additional 6% of Full Amount of Basic AD&D Insurance per year for up to 4 years to a maximum of \$6,000 per year

Education benefits are paid to each eligible dependent student, or to the dependent's legal guardian.

Transportation Benefit

ReliaStar Life pays a **Transportation** benefit in addition to the AD&D benefit if you die due to an accident that occurs at least 75 miles from your primary residence.

For:

The benefit is:

Transportation An additional 2% of Full Amount of Basic AD&D Insurance up to a maximum of \$2,000

Transportation benefits are paid to your beneficiary.

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 Supplemental 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 Supplemental Dependent Life Insurance instead of paying a death benefit.

LIFE INSURANCE

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

ReliaStar Life still pays the death benefit if your insured dependent dies within 31 days after his or her Dependent's insurance stops. ReliaStar Life pays the death benefit of the Group Policy whether or not the insured dependent has applied and paid the first premium for an individual policy under the dependents' conversion right.

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 or domestic partner, if living.
2. Your estate.

Dependent Spouse or Domestic Partner Accelerated Death Benefit

NOTE: AT THIS TIME IT IS UNCLEAR WHETHER YOU WILL BE REQUIRED TO PAY TAX ON DEPENDENT SPOUSE OR DOMESTIC PARTNER ACCELERATED DEATH BENEFIT PROCEEDS. YOU SHOULD CONSULT WITH YOUR PERSONAL TAX ADVISER TO ASSESS POSSIBLE TAX IMPLICATIONS.

ReliaStar Life pays this benefit if it has been determined that your insured dependent spouse or domestic partner has a terminal condition. Dependent Spouse or Domestic Partner 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 your insured dependent spouse or domestic partner has a terminal condition. The Dependent Spouse or Domestic Partner 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 or domestic partner's death.

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

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

- request this benefit in writing while your insured dependent spouse or domestic partner is living. If you are unable to request this benefit yourself, your legal representative may request it for you.
- be insured for Dependent Spouse or Domestic Partner Life Insurance benefits.
- have Dependent Spouse or Domestic Partner 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 insured dependent spouse's or domestic partner's medical condition; and states that because of the nature and severity of such condition, your insured dependent spouse's or domestic partner's life expectancy is no more than 12 months. ReliaStar Life may require that your insured dependent spouse or domestic partner be examined by a doctor of its choosing. If ReliaStar Life requires this, ReliaStar Life pays for the exam.
- 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 or Domestic Partner 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 or Domestic Partner Accelerated Death Benefit Exclusions

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

- the required Dependent Spouse or Domestic Partner Accelerated Death Benefit premium or Dependent Spouse or Domestic Partner 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 or domestic partner coverage is affected in the following ways:

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

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 Life Insurance if it terminates for any of the following reasons:

- For coverage not ported, you are no longer actively at work.
- For coverage not ported, you are no longer eligible for Employee's Insurance under the Group Policy.
- For ported coverage, you have reached the termination age 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.
- Your premiums are no longer being waived due to total disability, and your group Life Insurance terminates.
- For your Life Insurance, the amount of insurance is reduced.
- For your dependent's life insurance –
 - your dependent's life insurance terminates.
 - your dependent is no longer an eligible dependent as defined.
 - your Life Insurance premiums are waived due to total disability.
 - 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.

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.

CONVERSION RIGHTS

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

When reasonably necessary, ReliaStar Life may have you 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 die, 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 for whom you have legal obligation for purposes of 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 domestic partner's child, your foster child, or a child for whom you are a legal guardian.

Dependent –

- your lawful spouse.
- your domestic partner, as defined.
- your child from live birth but less than 26 years of age.

The term “dependent” does not include –

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

Domestic Partner – another adult with whom you have completed and signed the Policyholder's Affidavit of Domestic Partnership and filed it with the Policyholder attesting that –

- you have registered your Domestic Partnership with a governmental body authorizing such a registration,
- neither of you are married to anyone and you are the sole partners of each other,
- you are both at least 18 years of age,
- you are not related by blood closer than would bar marriage in your State,
- you are both mentally competent to consent to contract,
- you share a common residence,
- you have lived together continuously for at least 6 months,
- you are in a committed and mutually exclusive relationship, and
- you meet any other requirements listed in the Affidavit.

You must notify the Policyholder in writing if there is any change of circumstances attested to in the Affidavit within 30 days of such change.

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 25-hour-per-week basis. Such employees of companies and affiliates controlled by the Policyholder are included. Temporary, limited full-time, limited part-time 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.

DEFINITIONS

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

- 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 – Foth & Van Dyke, LLC

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

Spouse – your legal husband or wife. The term "spouse" does not include a domestic partner.

Student Dependent – a dependent who does not have a regular, full-time job, and is a full-time student physically attending classes at a school with a regular teaching staff, curriculum, and student body.

ReliaStar Life considers **full-time** to be the number of credits or courses required for full-time students by the school your dependent is attending.

Terminal Condition – an injury or sickness which is expected to result in your or your insured dependent spouse's death within 12 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.

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

SUMMARY PLAN DESCRIPTION

For a Plan of Insurance Underwritten by
ReliaStar Life Insurance Company
P.O. Box 20
Minneapolis, Minnesota 55440

Plan Name, Number and Name and Address of Policyholder:

Foth & Van Dyke, LLC
65905-3GAT
2737 S. Ridge Road
Green Bay, Wisconsin 54304-5513

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

Foth & Van Dyke, LLC
2737 S. Ridge Road
Green Bay, Wisconsin 54304-5513
(920) 496-6605

Identification Numbers

IRS Employer Identification Number: 20-5814203
Plan Number: 501

Agent for Legal Process: Plan Administrator

Trustees: The plan administrator may designate trustees of the plan in which the administrator will advise you separately of the name, title and address of each trustee.

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

Type of Administration: Records maintained by Policyholder.

Premium Payments: Employer pays premiums for Basic Life and AD&D Insurance and Basic Dependent Life Insurance. Employee pays premiums for Supplemental Life and Dependent Life Insurance.

Plan Year: January 1 through December 31

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

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

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

Type of Plan: As described in the Certificate of Insurance.

Benefits in Plan: As described in the Certificate of Insurance.

SUMMARY PLAN DESCRIPTION

Amendment or Termination of Plan: The Policyholder makes no promise to continue these benefits in the future and rights to future benefits will never vest. The Policyholder reserves the right to amend, modify, revoke or terminate the plan, in whole or part, at any time.

ReliaStar Life's Group Policy may be amended or terminated as set forth in the Group Policy.

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

SUMMARY PLAN DESCRIPTION

CLAIM PROCEDURES FOR LIFE INSURANCE

1. Information regarding claim submission may be obtained from the Plan Administrator or Human Resource Department.
2. ReliaStar Life Insurance Company (ReliaStar Life) will process the claim and make payment or issue a denial notice.
3. Written notice of denial of a claim will be furnished to the claimant within 90 days after receipt of the claim. An extension of 90 days will be allowed for processing the claim if special circumstances are involved. The claimant will be given notice of any such extension. The notice will state the special circumstances involved and the date a decision is expected.
4. The notice of denial will be written in an understandable manner and include the following:
 - a. The specific reason(s) for the denial.
 - b. Specific reference to the provision which forms the basis of the denial.
 - c. A description of additional information, if any, which would enable a claimant to receive the benefits sought and an explanation of why it is needed.
 - d. An explanation of the claim review procedure.
5. The claimant may request an appeal at any time during the 60-day period following receipt of the notice of denial of the claim.
6. ReliaStar Life will consider requests for an appeal of a denied claim upon written application of the claimant or his or her duly authorized representative. As part of the appeal the claimant also has the right, upon request and free of charge, to access and copies of all documents, records and other information that is relevant to the claim for benefits. The claimant may, in the course of this appeal, review relevant documents and submit to ReliaStar Life written comments, documents, records, and other information relating to the claim. Review of claim denials and final decisions on appeal are the responsibility of ReliaStar Life.
7. ReliaStar Life will provide the claimant with a written decision of the final determination of the claim. This decision will be written in an understandable way, will state the specific reason(s) for the decision, and will make specific reference to the provision on which the decision is based. This decision will be issued as soon as practicable from the date of appeal, but no longer than 60 days unless an extension is needed. An extension of 60 days will be allowed for making this decision if special circumstances are present. The claimant will be given notice if this extension is necessary. If the decision on review is not received within these time limits, the claim may be considered denied.
8. ReliaStar Life has final discretionary authority to determine all questions of eligibility and status and to interpret and construe the terms of this policy(ies) of insurance.

SUMMARY PLAN DESCRIPTION

CLAIM PROCEDURES FOR WAIVER OF LIFE INSURANCE PREMIUM DISABILITY BENEFIT

1. Information regarding claim submission may be obtained from the Plan Administrator or Human Resource Department.
2. ReliaStar Life Insurance Company (ReliaStar Life) will process the claim and make payment or issue a denial notice.
3. Written notice of denial of a claim will be furnished to the claimant within 45 days after receipt of the claim. Up to two extensions of 30 days each will be allowed for processing the claim for matters beyond the Plan's control or if additional information is needed from the claimant. The claimant will be given notice of any such extension. The notice will state the special circumstances involved, or the additional information needed from the claimant, if any, and the date a decision is expected.
4. The notice of denial will be written in an understandable manner and include the following:
 - a. The specific reason(s) for the denial.
 - b. Specific reference to the provision, internal rule, guideline or protocol which forms the basis of the denial.
 - c. A description of additional information, if any, which would enable a claimant to receive the benefits sought and an explanation of why it is needed.
 - d. An explanation of the claim review procedure.
5. The claimant may request an appeal at any time during the 180-day period following receipt of the notice of denial of the claim.
6. ReliaStar Life will consider requests for an appeal of a denied claim upon written application of the claimant or his or her duly authorized representative. As part of the appeal the claimant also has the right, upon request and free of charge, to access and copies of all documents, records and other information that is relevant to the claim for benefits. The claimant may, in the course of this appeal, review relevant documents and submit to ReliaStar Life written comments, documents, records, and other information relating to the claim. Review of claim denials and final decisions on appeal are the responsibility of ReliaStar Life.
7. ReliaStar Life will provide the claimant with a written decision of the final determination of the claim. This decision will be written in an understandable way, will state the specific reason(s) for the decision, and will make specific reference to the provision on which the decision is based. This decision will be issued as soon as practicable from the date of appeal, but no longer than 45 days unless an extension is needed. An extension of 45 days will be allowed for making the decision for matters beyond the Plan's control or if additional information is needed from the claimant. The claimant will be given notice if this extension is necessary, stating the reason for the extension, the date a decision is expected, and the additional information needed from the claimant, if any. If the decision on review is not received within these time limits, the claim may be considered denied.
8. ReliaStar Life has final discretionary authority to determine all questions of eligibility and status and to interpret and construe the terms of this policy(ies) of insurance.

SUMMARY PLAN DESCRIPTION

STATEMENT OF ERISA RIGHTS

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

Receive Information About Your Plan and Benefits

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

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

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

Prudent Actions by Plan Fiduciaries

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

SUMMARY PLAN DESCRIPTION

Enforce Your Rights

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

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

Assistance with Your Questions

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

ReliaStar Life Insurance Company