

YOUR
GROUP LIFE
INSURANCE
PLAN

For Employees of
City of Fort Smith

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**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
67478-8GAT**

**Policyholder
City of Fort Smith**

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 Insurance

Class	Amount of Life Insurance*
All Eligible Employees	1 times your Basic Yearly Earnings to a maximum of \$50,000
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 Basic Yearly Earnings or \$750,000

Supplemental Life Insurance

Class	Amount of Life Insurance*
Executives and Salaried Members with Annual Earnings of \$55,000 or more	1, 2, 3, 4, or 5 times your Basic Yearly Earnings, but the total amount of Basic and Supplemental Life will not exceed \$465,000.
All Other Eligible Employees	1, 2, 3, 4, or 5 times your Basic Yearly Earnings, but the total amount of Basic and Supplemental Life will not exceed \$355,000.
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

*Beginning on and after your 65th birthday, ReliaStar Life decreases the amount of your insurance. ReliaStar Life pays a percentage of the amount otherwise payable as follows:

- From your 65th birthday to age 70, ReliaStar Life pays 65%,
- From your 70th birthday to age 75, ReliaStar Life pays 50%,
- From your 75th birthday and after, ReliaStar Life pays 35%.

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

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

To determine benefits, your amount of insurance is rounded to the next higher \$1.00 multiple unless the amount equals a multiple of \$1.00.

Accelerated Life Benefit

This benefit is equal to 75% of your amount of Basic and Supplemental Life Insurance in force, or \$500,000, 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.

Dependent Life Insurance

Class	Amount of Insurance
• Spouse	\$10,000
• Child (each) – From birth but less than 26 years of age	\$10,000
• Spouse approved for portability	Approved ported amount, not to exceed the employee's ported Life amount
• Child approved for portability	Approved ported amount, not to exceed the lesser of the employee's ported Life amount or \$10,000

The amount of insurance for a dependent can be no more than 50% of your Life Insurance amount.

SCHEDULE OF BENEFITS

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

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

Limit without Proof

- | | |
|---|--------------------------------|
| • Coverage on the Group Policy Effective Date continued from the Policyholder's prior plan... | Current amount, up to \$50,000 |
| • Initial Eligibility after the Group Policy Effective Date... | \$50,000 |

Employee-Supplemental Life Insurance

Limit without Proof

- | | |
|---|---|
| • Coverage on the Group Policy Effective Date continued from the Policyholder's prior plan... | Current amount, up to \$465,000 |
| • 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... | \$200,000 |
| • Application at annual enrollment for an increase to existing supplemental coverage by the lesser of \$50,000 or one plan increment, when new coverage combined with existing supplemental coverage does not exceed... | \$200,000 |
| • Increases due to salary, job or class changes, that combined with existing coverage do not exceed \$200,000... | Amount of the increase |
| • 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

Dependent Life Insurance

Limit without Proof

- Coverage on the Group Policy Effective Date continued from the Policyholder's prior plan... Current amount, up to \$10,000 on your spouse and up to \$10,000 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... \$10,000 on your spouse and \$10,000 on your child(ren).
- 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.

EMPLOYEE'S INSURANCE

Eligibility

You are eligible on the later of the following dates:

- The Group Policy's Effective Date, January 1, 2012.
- The first day of the month on or after the date you complete 60 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 first day of the month 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 first day of the month on or after the date of the increase.
- The first day of the month on or after the date of the increase, if the first day of the month 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 first day of the month on or after the date of the elected decrease.

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 Accelerated Life Benefit, the date your Life Insurance terminates. For coverage not ported, the Accelerated Life Benefit stops at the beginning of the period in which you are eligible to convert your Life Insurance.
- For Accelerated Life 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.

EMPLOYEE'S INSURANCE

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.
- For coverage not continued under the portability option, the date the Group Policy stops.
- The end of the 60th day after the date you stop active work, if you stop active work due to non-medical leave of absence, temporary layoff, or the Policyholder suspending operations.
- 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, but you are not totally disabled on the date you stop active work.
- For coverage not continued under the portability option, the date your Life Insurance has been continued for 12 months if you stop work due to sickness or accidental injury, including total disability.
- The date your Life Insurance premiums are waived under the Waiver of Life Insurance Premium Disability Benefit.
- The date you are no longer totally disabled, if you are totally disabled on the date you stop active work.

Portability

You can apply to continue your terminated Basic and Supplemental Life Insurance until age 80 if certain conditions are met. 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.

EMPLOYEE'S INSURANCE

Reinstatement

ReliaStar Life will reinstate your insurance not eligible for portability if you stop work and then return to work within 90 days. You will be eligible for insurance on the date you 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 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 are insured as employees under the Group Policy, either you or your spouse, but not both, can apply for Dependent's Insurance. If the spouse carrying the Dependent's Insurance stops being insured as an employee, the other spouse 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.

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 first day of the month 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 first day of the month on or after the date of the increase.
- The date ReliaStar Life approves your dependent's proof of good health, if proof is required.

A decrease in the amount of your dependent's insurance 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 last day of the month during which 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.

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.

DEPENDENT'S INSURANCE

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.

The Employee Stops Active Work

If the employee stops active work and your insurance is being continued, your dependent's insurance will also be continued as shown in the Employee's/Spouse's Insurance part of the 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.

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.

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.
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 request and are eligible for the Accelerated Life Benefit. ReliaStar Life will send a statement with any periodic payment of the Accelerated Life Benefit showing the new in force amount of insurance. To find out more about settlement options, please contact ReliaStar Life.

Waiver of Life Insurance Premium Disability Benefit

ReliaStar Life waives your Life Insurance premium that becomes due after you have been determined by ReliaStar Life to be 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 Life Benefit, and Waiver of Premium. It does not include Dependent's Insurance, or any other benefits as elected under this certificate which were effective at the time of disability.

LIFE INSURANCE

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 may still be considered 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 any premium paid for the period during which premiums are not required to be paid under the Waiver of Life Insurance Premium Disability Benefit.

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 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.

Accelerated Life Benefit

NOTE: YOUR AMOUNT OF LIFE INSURANCE WILL BE REDUCED IF YOU RECEIVE AN ACCELERATED LIFE BENEFIT.

Accelerated Life 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 Life Benefit proceeds are paid only once.

LIFE INSURANCE

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

To receive the Accelerated Life 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 for Life Insurance benefits under this Group Policy.
- 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 Life Benefit proceeds to you. If it is shown, to the satisfaction of ReliaStar Life, that you are physically and mentally incapable of receiving and cashing the lump sum payment, then ReliaStar Life pays the proceeds instead to one of the following –

- A representative appointed by the courts to act on your behalf.
- 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 Life Benefit Exclusions

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

- any required Accelerated Life 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 your application for the Accelerated Life Benefit is approved.
- Your Life Insurance benefit is reduced by the Accelerated Life Benefit proceeds paid out under this provision.
- Your Life Insurance benefit amount which you may convert is reduced by the Accelerated Life 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 Life Benefit.
- Your premium is based upon the Life Insurance benefit amount in force prior to any proceeds paid under this Accelerated Life 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.
- You will not be able to reinstate your coverage to its full amount in the event of a recovery from a terminal condition.
- Your spouses' or dependents' Life Insurance coverage will be unaffected by Accelerated Life Benefit proceeds paid to you, provided all required premiums are paid.

LIFE INSURANCE

Dependent's Life Insurance

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

ReliaStar Life pays the death benefit for all causes of death.

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.

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.

The 31 day period may be extended if you or your insured dependent do not receive notice of the right to convert at least 15 days prior to the end of the 31 day period. ReliaStar Life extends the period for conversion to 15 days following the date you or your insured dependent receive written notice.

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 Life 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 –

- \$10,000 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.

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.

A collateral assignment is not allowed.

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.

Autopsy

ReliaStar Life may have an autopsy made if you or your insured dependent die, if not forbidden by state law.

Incontestability

Your 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 insurance because of inaccurate or false information received relating to your insurability. Only statements that are in writing and signed by you can be used to contest the insurance.

Your dependent's insurance has a contestable period starting with the effective date of your dependent's insurance and continuing for 2 years while your insured dependent is living. During that 2 years, ReliaStar Life can contest the validity of your dependent's insurance because of inaccurate or false information received relating to 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.

Consumer Notice for Arkansas Residents

The nearest servicing office is the Minneapolis, Minnesota office of ING Employee Benefits, a division of ReliaStar Life Insurance Company and ReliaStar Life Insurance Company of New York.

The mailing address is:

PO Box 20
Minneapolis, Minnesota 55440-0122

Telephone:(800) 537-5024

If you are not provided reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
(Corner of Third and Cross Street)
Little Rock, Arkansas 72201-1904

Telephone: (501) 371-2640

Toll Free: (800) 852-5494

This consumer notice is for information only and does not become a part or condition of this certificate or policy. Please insert this notice in your certificate or policy.

DEFINITIONS

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 foster child, or a child for whom you are a legal guardian.

Dependent –

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

The term “dependent” does not include –

- a married child.
- 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 requested, or whose proof is not approved.

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 30-hour-per-week basis. 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:

- 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 Fort Smith

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 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.

