

YOUR GROUP TERM LIFE INSURANCE PLAN

For Employees of
City of Cookeville, Tennessee

GROUP TERM LIFE INSURANCE CERTIFICATE
RELIASTAR LIFE INSURANCE COMPANY

20 Washington Avenue South, Minneapolis, Minnesota 55401

Claims: 888-238-4840

Customer Service: 800-955-7736

<http://voya.com>

POLICYHOLDER: City of Cookeville, Tennessee

GROUP POLICY NUMBER: 69130-5GAT2

POLICY EFFECTIVE DATE: January 1, 2016

POLICY ANNIVERSARY DATE: January 1

GOVERNING JURISDICTION: Tennessee

ReliaStar Life Insurance Company certifies that we have issued the group Policy listed above to the Policyholder. The Policy is available for you to review if you contact the Policyholder for more information. Subject to the provisions of this Certificate, we certify that eligible Employees are insured for the benefits described in this Certificate.

This Certificate summarizes and explains the parts of the Policy which apply to you, if you are an eligible Employee as defined. The Certificate is part of the group Policy but by itself is not a policy. This Certificate replaces any other Certificates we may have given you under the Policy. Your coverage may be changed under the terms and conditions of the Policy. The Policy is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments. Your rights and benefits under the Policy will not be less than those stated in your Certificate.

For purposes of effective dates and ending dates under the Policy, all days begin at 12:01 a.m. standard time at the Policyholder's address and end at 12:00 midnight standard time at the Policyholder's address.

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

READ THIS CERTIFICATE CAREFULLY! Insurance benefits may be subject to certain requirements, reductions, limitations and exclusions.

GROUP TERM LIFE INSURANCE


Term life insurance provides a benefit to a named beneficiary upon the death of a person insured under a policy, with benefits payable only if a loss occurs within its term. Group insurance covers a group of persons under a single policy issued to a group policyholder.

Premiums for Basic Life Insurance are Noncontributory by insured Employees.

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



Michael S. Smith
President



Jennifer M. Ogren
Secretary

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Policyholder's Contact Information:
City of Cookeville, Tennessee, 45 East Broad Street, Cookeville, Tennessee 38501
Tennessee Insurance Department Phone Number: (615) 741-2241

SCHEDULE OF BENEFITS

EMPLOYER(S): City of Cookeville, Tennessee

GROUP POLICY NUMBER: 69130-5GAT2

ELIGIBLE CLASS(ES)

All Eligible Employees in Active Employment with the Employer in the United States.

All Eligible Retirees who are receiving retirement benefits under an eligible retirement plan sponsored by the Employer.

You must be an Employee of the Employer and in an eligible class.

Temporary and seasonal workers are excluded from coverage.

MINIMUM HOURS REQUIREMENT FOR ALL ELIGIBLE EMPLOYEES

All Eligible Employees: 37.5 hours per week.

All Eligible Retirees: None

ELIGIBILITY WAITING PERIOD FOR ALL ELIGIBLE EMPLOYEES

Persons in an eligible class on or before the Policy effective date: The end of the month in which you complete 30 days of active employment.

Persons entering an eligible class after the Policy effective date: The end of the month in which you complete 30 days of active employment.

All Eligible Employees Retirees: None

REHIRE FOR ALL ELIGIBLE EMPLOYEES

If your employment with the Employer ends and you are rehired within 6 months, your previous Active Employment while in an eligible class will apply toward the Eligibility Waiting Period. All other Policy and Certificate provisions apply.

WAIVER OF ELIGIBILITY WAITING PERIOD FOR ALL ELIGIBLE EMPLOYEES

If you have been continuously employed by the Employer for a period of time equal to your Eligibility Waiting Period, we will waive your Eligibility Waiting Period when you enter an eligible class.

CREDIT FOR PRIOR SERVICE FOR ALL ELIGIBLE EMPLOYEES

We will apply any prior period of work with the Employer toward the Eligibility Waiting Period to determine your eligibility date.

BASIC LIFE INSURANCE

Basic Life Insurance is Noncontributory by Employees.

| Eligible Class(es) | Amount |
|-----------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| Class 1: All Eligible City Managers and Councilmen | \$50,000 |
| Class 2: Department Heads and 1 st Level Supervisors | \$40,000 |
| Class 3: 2 nd Level Supervisors, 3 rd Level Supervisors and All Other Employees earning \$20,000 or more annually | \$30,000 |
| Class 4: All Other Employees earning \$10,000 but less than \$20,000 annually | \$20,000 |
| Class 5: All Other Employees earning less than \$10,000 annually | \$10,000 |
| All Eligible Retirees who retired prior to 1/1/2016 | Amount of coverage in force on 12/31/2015 |
| All Eligible Retirees who retire on or after 1/1/2016 | 50% of the amount of coverage in force on the date you retire |

Benefit amounts are not rounded.

MAXIMUM AMOUNT OF BASIC LIFE INSURANCE FOR ALL ELIGIBLE EMPLOYEES

\$50,000 - Class 1: All Eligible City Managers and Councilmen

\$40,000 - Class 2: Department Heads and 1st Level Supervisors

\$30,000 - Class 3: 2nd Level Supervisors, 3rd Level Supervisors and All Other Employees earning \$20,000 or more annually

\$20,000 - Class 4: All Other Employees earning \$10,000 but less than \$20,000 annually

\$10,000 - Class 5: All Other Employees earning less than \$10,000 annually

GUARANTEED ISSUE AMOUNT OF BASIC LIFE INSURANCE FOR ALL ELIGIBLE EMPLOYEES

\$50,000 - Class 1: All Eligible City Managers and Councilmen

\$40,000 - Class 2: Department Heads and 1st Level Supervisors

\$30,000 - Class 3: 2nd Level Supervisors, 3rd Level Supervisors and All Other Employees earning \$20,000 or more annually

\$20,000 - Class 4: All Other Employees earning \$10,000 but less than \$20,000 annually

\$10,000 - Class 5: All Other Employees earning less than \$10,000 annually

BENEFIT REDUCTIONS FOR ALL ELIGIBLE EMPLOYEES

Your insurance amount will decrease as follows:

- To 67% of the original amount on your 70th birthday.
- To 50% of the original amount on your 75th birthday.

Reduced insurance amounts are not rounded.

BENEFIT REDUCTIONS FOR ALL ELIGIBLE RETIREES WHO RETIRED ON OR AFTER 01/01/2002

Your insurance amount will decrease as follows:

- To 67% of the original amount on your 70th birthday.
- To 50% of the original amount on your 75th birthday.

Reduced insurance amounts are not rounded.

DEFINITIONS

Active Employment or Active Employee means you are working for the Employer for earnings that are paid regularly and you are performing the material and substantial duties of your regular occupation. You must be working at least the minimum number of hours as described under the MINIMUM HOURS REQUIREMENT shown in the SCHEDULE OF BENEFITS.

Your work site must be one of the following:

- The Employer's usual place of business;
- An alternative work site at the direction of the Employer, including your home; or
- A location to which your job requires you to travel.

Normal vacation is considered Active Employment.

Temporary and seasonal workers are excluded from coverage.

Basic Yearly Earnings for All Eligible Employees means the yearly salary or wage you receive for work done for the Employer as of the later of the Policy effective date, or the immediately preceding Policy anniversary date, or your hire date. It does not include bonuses, commissions or overtime pay.

Beneficiary means the person(s) or entity to whom we will pay the life insurance benefits in accordance with the BENEFICIARY and PAYMENT OF PROCEEDS provisions.

Certificate means this document that describes the benefits and rights of insured Employees under the Policy. It may include riders, endorsements or amendments.

Contributory means insurance for which insured Employees are required to pay any part of the Premium.

Eligibility Waiting Period means the continuous period of time (shown in the SCHEDULE OF BENEFITS) that you must be in Active Employment in an eligible class before you are eligible for coverage under the Policy.

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

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

Evidence of Insurability means your affirmation, on a form acceptable to us, of various factors that we will use to determine if you are approved for coverage. Those factors may include, but are not limited to, your medical history and treatment, driving record, and/or family medical history. We may also, at our expense, request additional information to determine your eligibility for coverage.

Guaranteed Issue Amount means the benefit amount (as shown on the SCHEDULE OF BENEFITS) for which you are eligible to enroll without providing Evidence of Insurability, according to the EVIDENCE OF INSURABILITY provision.

Noncontributory means insurance for which insured Employees are not required to pay any part of the Premium.

Policy means the Written group insurance contract between us and the Policyholder, including the Certificates issued to insured Employees. It may include riders, endorsements or amendments.

Policyholder means the entity to whom the Policy is issued, as shown on the first page of this Certificate.

Premium(s) means the amount the Policyholder and/or you must pay to us for the insurance provided under the Policy.

Retiree means a person who is receiving retirement benefits under an eligible retirement plan sponsored by the Employer.

Signed means any symbol or method executed or adopted by a person with the present intention to authenticate a record, and which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law.

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

Written or **Writing** means a record which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law.

GENERAL PROVISIONS

ELIGIBILITY

If you are an Employee in an eligible class (shown on the SCHEDULE OF BENEFITS), the date you are eligible for coverage is the later of the following:

- The Policy effective date.
- The day after you complete your Eligibility Waiting Period, unless waived.

ENROLLMENT

No enrollment is required for Noncontributory coverage.

EVIDENCE OF INSURABILITY

Evidence of Insurability is required for coverage under the conditions described below. Coverage is subject to the Evidence of Insurability requirements that are in force on the effective date of coverage. Any increase to coverage is subject to the Evidence of Insurability requirements that are in force on the effective date of the increase. We must approve any required Evidence of Insurability before coverage becomes effective.

| Basic Life Insurance | Evidence Required |
|---------------------------------------------------------------------------------------|----------------------------------------------|
| Coverage on the Policy effective date continued from the Policyholder's prior plan... | None. |
| Initial eligibility after the Policy effective date... | Any amount over the Guaranteed Issue Amount. |

EFFECTIVE DATE OF COVERAGE

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

EFFECTIVE DATE OF CHANGES TO COVERAGE

Once your coverage begins, any increased or additional coverage will take effect on the latest of the following:

- The date of the increased or additional coverage, if you are in Active Employment.
- The date you return to Active Employment, if you are not in Active Employment on the date the increased or additional coverage would otherwise start.
- The date we approve your Evidence of Insurability, if Evidence of Insurability is required.

Any decrease in coverage other than benefit reductions noted on the SCHEDULE OF BENEFITS will take effect immediately but will not affect a payable claim that occurs prior to the decrease.

CHANGE OF INSURANCE CARRIERS

We will provide continuity of coverage under our Policy if both of the following are true:

- You are not in Active Employment due to sickness or injury other than Total Disability or due to an Employer-approved non-medical leave of absence on the date the Employer changes insurance carriers to our Policy.
- You were covered under the prior group life policy, including payment of premiums to the prior insurance carrier when due, on the day before the coverage for your eligible class under our Policy became effective.

You are not eligible under this provision if any of the following are true:

- Your coverage is being continued under a waiver of premium (or any similar) provision of the prior policy.
- Your coverage is being continued under a continuation or portability provision of the prior policy.
- You converted or were eligible to convert your coverage with the prior insurance carrier.
- You are not in Active Employment due to reasons other than sickness, injury or an Employer-approved non-medical leave of absence.

If you are eligible for continuity of coverage under this provision, we will provide limited coverage under our Policy. Coverage under this provision will begin on the date your eligible class is covered under our Policy and will continue until the earliest of the following:

- The date you return to Active Employment.
- The date the Employer-approved leave of absence ends.
- The date your continuation would end under the terms of our Policy.
- The date your continuation would have ended under the terms of the prior policy.
- The date coverage would otherwise end, according to the provisions of our Policy.
- 12 months following the date you were last in Active Employment.

Your coverage under this provision is subject to payment of Premiums.

Any benefits payable under this provision will be the lesser of the amount of coverage under the prior policy had it remained in force, or the amount you are eligible for under our Policy. We will reduce our payment by any amount paid under the prior policy.

If your coverage under this provision ends while the Policy is in force, and you are not otherwise eligible for insurance under the Policy, then you will be eligible for conversion as described in the CONVERSION provision.

If you were not covered under the Employer's prior policy on the date that policy terminated, then the EFFECTIVE DATE OF COVERAGE provision will apply.

TERMINATION OF COVERAGE

Your coverage under the Policy ends on the earliest of the following dates:

- The date the Policy terminates.
- The date coverage for all Active Employees under the Policy terminates.
- The date you are no longer in an eligible class.
- The date your eligible class is no longer covered.
- The date you voluntarily cancel your Contributory coverage, as allowed by the Employer.
- The end of the period for which Premiums are paid if the next Premium is not paid by its due date, subject to the Policy grace period.
- The last day you are in Active Employment. This does not apply to Retirees.

We will pay benefits for a loss that occurs while you are covered under the Policy.

CONVERSION

You may convert your life insurance, without Evidence of Insurability, to an individual life insurance policy if any part of your life insurance under the Policy stops for one of the following reasons:

- Your coverage ends according to the TERMINATION OF COVERAGE provision other than your voluntary cancellation of your Contributory coverage.
- Any continuation of insurance under the Policy ends.
- Your coverage reduces due to BENEFIT REDUCTIONS as described on the SCHEDULE OF BENEFITS.
- Your coverage reduces due to your change from one eligible class to another.
- Your coverage reduces due to a Policy change.

Only life insurance is eligible for conversion. The maximum amount of life insurance you are eligible to convert cannot be greater than the amount of life insurance you had prior to termination. Conversion does not include any additional benefits such as accelerated death benefits, accidental death and dismemberment benefits, or waiver of premium benefits. Any amounts of coverage for which you remain eligible under the Policy are not eligible for conversion.

To convert your life insurance, you must apply and pay the first premium to us within 31 days of the date any part of your life insurance under the Policy terminates (the "conversion period"). You will be given Written notice, in person or at your last known address, of your conversion right at least 15 days before the date any part of your life insurance ends. Your right to convert will expire on the later of 16 days after you are given such notice or the end of the conversion period, but in no event will your right to convert extend beyond 60 days after the expiration of the conversion period. Any extension of time allowed for returning the completed application and first premium will not change the length of the conversion period itself.

You may apply to convert the entire amount of life insurance that is terminating under the Policy, or a lesser amount. The maximum amount of life insurance coverage you are eligible to convert will be reduced by any amount of life insurance for which you become eligible under any group policy within 31 days after the beginning of the conversion period. Premiums for the conversion policy will be based on our rates then in use, the form and amount of insurance, your class of risk, and your attained age at the beginning of the conversion period. The conversion policy may be any individual life insurance policy then customarily offered by us for conversion, other than term insurance. The conversion policy will not include any additional benefits. When we accept your application and first premium, the conversion policy will become effective on the 32nd day after the date the life insurance under the Policy terminated.

During the conversion period, your life insurance will continue under the terms of the Policy. If you die within the conversion period, any life insurance amount that you were entitled to convert will be payable as a death benefit under the Policy and any premiums paid for conversion will be refunded to the Beneficiary.

If you have made an absolute assignment of your insurance, only the current owner may apply for conversion.

INCONTESTABILITY

Any statement made by you is considered a representation and not a warranty. We will not use such statement to avoid insurance, reduce benefits or defend a claim unless the statement is included in a Written statement of insurability which has been Signed by you and a copy of such statement of insurability has been given to you or to the Beneficiary. Except for fraud, we will not use such statement relating to insurability to contest life insurance after it has been in force for two years during your lifetime. Except for fraud, we will not use such statement to contest an increase or benefit addition to such insurance, after the increase or benefit has been in force for two years during your lifetime. Fraud in the procurement of coverage under the Policy is only contestable after the coverage has been in force for two years from its effective date when permitted by applicable law in the governing jurisdiction.

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

CLERICAL ERROR

Clerical error or omission by us or by the Policyholder will not:

- Prevent you from receiving coverage, if you are entitled to coverage under the terms of the Policy.
- Cause coverage to begin or continue for you when the coverage would not otherwise be effective.

If the Policyholder gives us information about you that is incorrect, we will do both of the following:

- Use the facts to decide whether you are eligible for coverage under the Policy and in what amounts.
- Make a fair adjustment of the Premium.

An error will not end insurance validly in effect, nor will it continue insurance validly ended.

MISSTATEMENT OF AGE

If Premiums are based on your age and you have misstated your age, then your correct age will be used to determine if insurance is in effect and, as appropriate, the Premium and/or benefits will be adjusted. We may require satisfactory proof of your age before paying any claim.

ASSIGNMENT

You may make an absolute assignment of ownership of your insurance under the Policy to any person or entity by sending us Written notice on a form that we accept. An absolute assignment transfers all your duties, rights, title and interest under the Policy to the new owner. The new owner can make any changes allowed under the Policy and Certificate.

An absolute assignment form is available from the Employer or us. Any assignment form must be Signed by both the current owner and the new owner. The Signed form must be received and accepted by us in order to be valid. An accepted assignment will take effect on the date the form is Signed by you, unless otherwise specified in the Signed form. An assignment does not affect any payment we make or action we take before receiving the Signed form. An assignment does not change the insurance or the Beneficiary designation.

If you want to continue an absolute assignment made under the Employer's prior group life insurance policy, a statement of intent form is available from the Employer or us. The form must be Signed by both you and the assignee. The Signed form must be received and accepted by us in order to be valid. A statement of intent does not affect any payment we make or action we take before receiving the Signed form. A statement of intent does not change the insurance or the Beneficiary designation.

We assume 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.

BENEFICIARY

The Beneficiary is named by you to receive any proceeds payable at your death. While your coverage is in force, you may change the Beneficiary designation by Written request on a form that is acceptable to us. A Beneficiary designation form is available from the Employer or us. An accepted designation will take effect as of the date it is Signed, unless you specify otherwise in the Signed designation, but will not affect any payment we make or action we take before receiving the Signed form. If you have made an absolute assignment of your insurance, only the current owner may change the Beneficiary designation.

If an irrevocable Beneficiary is named, the Beneficiary designation can only be changed with the consent of the irrevocable Beneficiary.

There can be one or more Beneficiaries. If two or more Beneficiaries are named and their shares are not specified in the Beneficiary designation, then the Beneficiaries will share any insurance proceeds equally. If a primary Beneficiary does not survive you, their share will be payable to the remaining primary Beneficiaries. One or more contingent Beneficiaries may be named to receive the proceeds in the event that all of the primary Beneficiaries named do not survive you.

Please refer to the LIFE INSURANCE BENEFITS section of the Certificate for information about payment.

AGENCY

For purposes of the Policy, the Policyholder acts on its own behalf or as your agent. Under no circumstances will the Policyholder be deemed our agent.

CONFORMITY WITH INTERSTATE INSURANCE PRODUCT REGULATION COMMISSION STANDARDS

This Certificate was approved under the authority of the Interstate Insurance Product Regulation Commission and issued under the Commission standards. Any provision of this Certificate which, on the provision's effective date, conflicts with Interstate Insurance Product Regulation Commission standards for this product type, is automatically amended to conform to the Interstate Insurance Product Regulation Commission standards for this product type as of the provision's effective date.

ENTIRE CONTRACT

Coverage for insured Employees is provided under a contract of group term insurance between us and the Policyholder. The entire contract consists of all of the following:

- The Policy issued to the Policyholder including Part A and Part B.
- The Certificates which are made part of Part B under the Policy.
- Any riders, endorsements and/or amendments issued.
- The Policyholder's Signed application, a copy of which is attached to the Policy when issued.

CHANGES TO POLICY OR CERTIFICATE

The terms and provisions of the Policy and this Certificate may be changed at any time without the consent of you or anyone else with a beneficial interest in the Policy. We will issue riders, endorsements or amendments to effect such changes, and only those forms Signed by one of our executive officers will be valid. We will only make changes consistent with the standards of the Interstate Insurance Product Regulation Commission or the applicable regulatory body in the governing jurisdiction. We will provide a copy of the rider, endorsement or amendment to the Policyholder for attachment to the Policy, and also for the Employees if the change affects the Certificate(s).

Riders, endorsements and amendments are subject to prior approval by the Interstate Insurance Product Regulation Commission or the appropriate regulatory body in the governing jurisdiction. A rider, endorsement or amendment will not affect the insurance provided under the Certificate(s) until the effective date of the change, unless retroactivity is required by the applicable regulatory body.

No agent, representative or employee of ours or of any other entity, except one of our executive officers, may approve a change to or waive the terms of the Policy.

LIFE INSURANCE BENEFITS

We pay a death benefit to the Beneficiary if we receive Written proof that you died while your insurance under the Policy is in force. The death benefit is the amount of life insurance for your class as shown on the SCHEDULE OF BENEFITS in effect on the date of your death minus any amount paid under the Accelerated Death Benefit Rider.

NOTICE OF CLAIM AND PROOF OF LOSS

A claim form is available from the Employer or us. The process for completing the claim form and submitting the claim form will be explained in the claim form paperwork. Proof of loss, including any attachments indicated on the claim form as required, should be sent directly to us at the address indicated on the form. We may also require information from the Employer in order to verify eligibility.

Proof of loss consists of a certified copy of your death certificate or other lawful evidence providing equivalent information, and proof of the claimant's interest in the proceeds.

We will review the claim and proof of loss we receive in order to determine our liability and the correct payee(s). If we approve the claim, we will pay the benefits subject to the terms of this Certificate.

AUTOPSY

We reserve the right to make a reasonable request for an autopsy at our expense where permitted by law.

PAYMENT OF PROCEEDS

To be eligible to receive proceeds, the Beneficiary must be living on the date of your death.

If there is no eligible Beneficiary, we will pay the proceeds to the first survivor(s), who is living on the date of your death, in the following order:

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

If the Beneficiary or survivor is eligible to receive proceeds but dies before receiving them, we will pay the proceeds to that person's estate.

"Spouse" means your lawful spouse. It includes your domestic partner or civil union partner who is recognized as equivalent to a spouse in the state with governing jurisdiction.

We will pay the death benefit to the Beneficiary in one sum or in a method comparable to one sum. Other methods of payment may be made available to the Beneficiary at the time of claim.

Any payment we make in good faith will discharge our liability to the extent of such payment.

PAYMENT OF INTEREST

We pay interest on the death benefit proceeds, accruing from the date of your death up to the date of payment. The minimum interest rate payable will be the interest rate applicable for funds left on deposit with us as of the date of death.

Interest will accrue at an annual rate of 10% plus the interest rate applicable for funds left on deposit beginning with the date that is 31 calendar days from the latest of the dates below and continuing up to the date of payment:

- The date we receive due proof of loss following death.
- The date we receive sufficient information to determine our liability, the extent of our liability, and the appropriate payee legally entitled to the proceeds.
- The date that legal impediments to payment of proceeds that depend on the action of parties other than us are resolved and sufficient evidence of this resolution is provided to us. Legal impediments to payment include but are not limited to: the establishment of guardianships and conservatorships; the appointment and qualification of trustees, executors and administrators; and the submission of information required to satisfy state or federal reporting requirements.

LEGAL ACTION

The time period during which any person can start legal action regarding any claim under the Policy is subject to applicable law in the governing jurisdiction. Nothing in this provision waives, extends or tolls any applicable statute of limitations governing any claim relating in any way to your coverage.

EXCLUSIONS AND LIMITATIONS

We pay a death benefit for all causes of death.

SPOUSE LIFE INSURANCE RIDER
RELIASTAR LIFE INSURANCE COMPANY

20 Washington Avenue South, Minneapolis, Minnesota 55401

POLICYHOLDER: City of Cookeville, Tennessee

GROUP POLICY NUMBER: 69130-5GAT2

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

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SCHEDULE OF BENEFITS

BASIC SPOUSE LIFE INSURANCE

Basic Spouse Life Insurance is Noncontributory by Employees.

| Eligible Class(es) | Amount |
|----------------------------------------------------------------------------|-------------------------------------------|
| Spouse | \$2,000 |
| Spouse coverage for All Eligible Retirees who retired prior to 1/1/2016 | Amount of coverage in force on 12/31/2015 |
| Spouse coverage for All Eligible Retirees who retired on or after 1/1/2016 | \$2,000 |

MAXIMUM AMOUNT OF BASIC SPOUSE LIFE INSURANCE

\$2,000

GUARANTEED ISSUE AMOUNT OF BASIC SPOUSE LIFE INSURANCE

\$2,000

DEFINITIONS

Evidence of Insurability means your Spouse's affirmation, on a form acceptable to us, of various factors that we will use to determine if your Spouse's coverage is approved. Those factors may include, but are not limited to, your Spouse's medical history and treatment, driving record, and/or family medical history. If we need more information, any costs will be at our expense.

Guaranteed Issue Amount means the Spouse benefit amount (as shown on the SCHEDULE OF BENEFITS) for which you are eligible to enroll without providing Evidence of Insurability, according to the EVIDENCE OF INSURABILITY provision.

Spouse means your lawful spouse. The person must also meet all of the following:

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

The term includes your domestic partner or civil union partner who is recognized as equivalent to a Spouse in the state with governing jurisdiction. It also includes your domestic partner as defined by the Employer if you have completed and Signed an affidavit of domestic partnership on a form acceptable to the Employer. Any reference to marriage includes establishment of a domestic partnership or civil union. Any reference to divorce includes termination of a domestic partnership or civil union.

GENERAL PROVISIONS

ELIGIBILITY

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

- The Policy effective date.
- The date this rider is available to the eligible class of Employees to which you belong.
- Your life insurance coverage effective date.
- The date of your marriage.

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

ENROLLMENT

No enrollment is required for Noncontributory coverage.

EVIDENCE OF INSURABILITY

Evidence of Insurability is required for coverage under the conditions described below. Coverage is subject to the Evidence of Insurability requirements that are in force on the effective date of coverage. Any increase to coverage is subject to the Evidence of Insurability requirements that are in force on the effective date of the increase. We must approve any required Evidence of Insurability before coverage becomes effective.

Basic Spouse Life Insurance

Evidence Required

Coverage on the Policy effective date continued from the Policyholder's prior plan... None.

Initial eligibility for this rider after the Policy effective date... Any amount over the Guaranteed Issue Amount.

EFFECTIVE DATE OF COVERAGE

Your Spouse will be covered at 12:01 a.m. standard time at the Policyholder's address on the date your Spouse is eligible for coverage.

EFFECTIVE DATE OF CHANGES TO COVERAGE

Once your Spouse's coverage begins, any increased or additional coverage will take effect on the latest of the following:

- The date of the increased or additional coverage, if you are in Active Employment.
- The date you return to Active Employment, if you are not in Active Employment on the date the increased or additional coverage would otherwise start.
- The date we approve your Spouse's Evidence of Insurability, if Evidence of Insurability is required.
- The date your Spouse is no longer hospitalized, or confined at home under a doctor's care, or receiving or applying to receive disability benefits from any source, if any of these conditions are true on the date the increased or additional coverage would otherwise start.

Any decrease in coverage will take effect immediately but will not affect a payable claim that occurs prior to the decrease.

CHANGE OF INSURANCE CARRIERS

If your coverage is being provided under the CHANGE OF INSURANCE CARRIERS provision in the Certificate, then we will also provide continuity of Spouse coverage under the same conditions and for the same duration.

Any benefits payable under this provision will be the lesser of the amount of coverage under the prior policy had it remained in force, or the amount of eligible Spouse coverage under our Policy. We will reduce our payment by any amount paid under the prior policy.

If Spouse coverage under this provision ends while the Policy is in force, and your Spouse is not otherwise eligible for insurance under the Policy, then your Spouse coverage will be eligible for conversion as described in the CONVERSION provision.

If your Spouse was not covered under the Employer's prior policy on the date that policy terminated, then the EFFECTIVE DATE OF COVERAGE provision will apply.

SPOUSE ACTIVE MILITARY DUTY

If your Spouse is covered under this rider and your Spouse begins full-time active duty in the armed forces of any country or subdivision thereof then you should notify the Policyholder to cancel this rider. Coverage under this rider will terminate at the beginning of the period during which your Spouse is no longer eligible, and any unearned Premiums that were collected will be refunded.

If your Spouse's full-time active military duty ends, then you may re-enroll for this rider subject to the following:

- If you re-enroll for this rider within 2 months of the date your Spouse is eligible for coverage again, then the maximum amount of Spouse coverage available will be the lesser of the amount that was in effect on the day before coverage ended and the then current maximum amount of Spouse coverage available under this rider. Spouse coverage will be effective on the later of the following:
 - The date you re-enroll.
 - The date your Spouse is not hospitalized or confined at home under a doctor's care.
 - The date your Spouse is not receiving or applying to receive disability benefits from any source.
- If you re-enroll for this rider more than 2 months after your Spouse is eligible for coverage again, then Evidence of Insurability on your Spouse will be required. If Evidence of Insurability is approved by us, Spouse coverage will become effective on the date specified by us.

SPOUSE CHANGE OF LEGAL RESIDENCE

If your Spouse is covered under this rider and your Spouse changes their legal residence to outside the United States or its territories or possessions, then you should notify the Policyholder to cancel this rider. Coverage under this rider will terminate at the beginning of the period during which your Spouse is no longer eligible, and any unearned Premiums that were collected will be refunded.

If your Spouse resumes legal residence in the United States or its territories or possessions, then you may re-enroll for this rider subject to the following:

- If you re-enroll for this rider within 2 months of the date your Spouse is eligible for coverage again, then the maximum amount of Spouse coverage available will be the lesser of the amount that was in effect on the day before coverage ended and the then current maximum amount of Spouse coverage available under this rider. Spouse coverage will be effective on the later of the following:

- The date you re-enroll.
- The date your Spouse is not hospitalized or confined at home under a doctor's care.
- The date your Spouse is not receiving or applying to receive disability benefits from any source.
- If you re-enroll for this rider more than 2 months after your Spouse is eligible for coverage again, then Evidence of Insurability on your Spouse will be required. If Evidence of Insurability is approved by us, Spouse coverage will become effective on the date specified by us.

TERMINATION OF COVERAGE

This rider terminates on the earliest of the following:

- The date your life insurance terminates.
- The date this rider is terminated for all Employees under the Policy.
- The date this rider is terminated for the eligible class of Employees to which you belong.
- The date you voluntarily cancel this rider, as allowed by the Employer
- The date your Spouse is no longer an eligible Spouse as defined by this rider.
- The end of the period for which Premiums are paid if the next Premium is not paid by its due date, subject to the Policy grace period.

We will pay benefits for a loss that occurs while your Spouse is covered under this rider.

CONVERSION

You may convert Spouse life insurance, without Evidence of Insurability, to an individual life insurance policy if Spouse life insurance under this rider stops for any reason other than nonpayment of Premium, your Spouse ceasing to be an eligible Spouse as defined, or your death. You may also convert any part of Spouse life insurance that reduces due to your change from one eligible class to another or a Policy change. If you have made an absolute assignment of insurance, only the current owner may apply for conversion under this paragraph.

Your Spouse may convert Spouse life insurance, without Evidence of Insurability, to an individual life insurance policy if Spouse life insurance under this rider stops because your Spouse is no longer an eligible Spouse as defined, or because of your death.

Only life insurance is eligible for conversion. The maximum amount of life insurance eligible for conversion cannot be greater than the amount of Spouse life insurance you had prior to termination. Conversion does not include any additional benefits such as accelerated death benefits, accidental death and dismemberment benefits, or waiver of premium benefits. Any amounts of coverage for which your Spouse remains eligible under the Policy are not eligible for conversion.

To convert Spouse life insurance, application must be made and the first premium paid to us within 31 days of the date any part of Spouse life insurance under this rider terminates (the "conversion period"). You will be given Written notice, in person or at your last known address, of your conversion right at least 15 days before the date any part of Spouse life insurance ends. Your right to convert will expire on the later of 16 days after you are given such notice or the end of the conversion period, but in no event will your right to convert extend beyond 60 days after the expiration of the conversion period. Any extension of time allowed for returning the completed application and first premium will not change the length of the conversion period itself.

Application for conversion may be for the entire amount of Spouse life insurance that is terminating under this rider, or a lesser amount. The maximum amount of Spouse life insurance coverage eligible for conversion will be reduced by any amount of Spouse life insurance for which you become eligible under any group policy within 31 days after the beginning of the conversion period. Premiums for the conversion policy will be based on our rates then in use, the form and amount of insurance, your Spouse's class of risk, and your Spouse's attained age at the beginning of the conversion period. The conversion policy may be any individual life insurance policy then customarily offered by us for conversion, other than term insurance. The conversion policy will not include any additional benefits. When we accept the application and first premium, the conversion policy will become effective on the 32nd day after the date the life insurance under the Policy terminated.

During the conversion period, Spouse life insurance will continue under the terms of this rider. If your Spouse dies within the conversion period, any life insurance amount that was eligible for conversion will be payable as a death benefit under the Policy and any premiums paid for conversion will be refunded to the Beneficiary.

INCONTESTABILITY

Any statement made by you or your Spouse is considered a representation and not a warranty. We will not use such statement to avoid insurance, reduce benefits or defend a claim unless the statement is included in a Written statement of insurability which has been Signed by you or your Spouse and a copy of such statement of insurability has been given to you or to the Beneficiary. Except for fraud, we will not use such statement relating to insurability to contest life insurance after it has been in force for two years during your Spouse's lifetime. Except for fraud, we will not use such statement to contest an increase or benefit addition to such insurance, after the increase or benefit has been in force for two years during your Spouse's lifetime. Fraud in the procurement of coverage under the Policy is only contestable after the coverage has been in force for two years from its effective date when permitted by applicable law in the governing jurisdiction.

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

BENEFICIARY

You are the Beneficiary for proceeds that become payable at your Spouse's death under this rider. If you have made an absolute assignment of your insurance, then during your lifetime the current owner is the Beneficiary. See the Portability Rider for information about the eligible Beneficiary for continued coverage after your death or divorce. This Beneficiary designation may not be changed. If the Beneficiary is not living on the date payment is made, benefits are payable to the Beneficiary's estate. Please refer to the LIFE INSURANCE BENEFITS section for more information about payment.

CONFORMITY WITH INTERSTATE INSURANCE PRODUCT REGULATION COMMISSION STANDARDS

This rider was approved under the authority of the Interstate Insurance Product Regulation Commission and issued under the Commission standards. Any provision of this rider which, on the provision's effective date, conflicts with Interstate Insurance Product Regulation Commission standards for this product type, is automatically amended to conform to the Interstate Insurance Product Regulation Commission standards for this product type as of the provision's effective date.

LIFE INSURANCE BENEFITS

We pay a death benefit to the Beneficiary if we receive Written proof that your Spouse died while Spouse insurance under this rider is in force. See the CONVERSION provision for information about death benefits payable during the conversion period following your death. The death benefit is the amount of Spouse life insurance for the eligible class as shown on the SCHEDULE OF BENEFITS in effect on the date of your Spouse's death.

NOTICE OF CLAIM AND PROOF OF LOSS

A claim form is available from the Employer or us. The process for completing the claim form and submitting the claim form will be explained in the claim form paperwork. Proof of loss, including any attachments indicated on the claim form as required, should be sent directly to us at the address indicated on the form. We may also require information from the Employer in order to verify eligibility.

Proof of loss consists of a certified copy of your Spouse's death certificate or other lawful evidence providing equivalent information, and proof of the claimant's interest in the proceeds.

We will review proof of loss we receive in order to determine our liability and the correct payee(s). If we approve the claim, we will pay the benefits subject to the terms of this rider.

PAYMENT OF PROCEEDS

To be eligible to receive proceeds, the Beneficiary must be living on the date of your Spouse's death. Exception: If your Spouse dies during the conversion period following your death and you would otherwise have been the Beneficiary, we will pay the proceeds to your estate.

If the Beneficiary is eligible to receive proceeds but dies before receiving them, we will pay the proceeds to the Beneficiary's estate.

We will pay the death benefit to the Beneficiary in one sum or in a method comparable to one sum. Other methods of payment may be made available to the Beneficiary at the time of claim.

Any payment we make in good faith will discharge our liability to the extent of such payment.

PAYMENT OF INTEREST

We pay interest on the death benefit proceeds, accruing from the date of your Spouse's death up to the date of payment. The minimum interest rate payable will be the interest rate applicable for funds left on deposit with us as of the date of death.

Interest will accrue at an annual rate of 10% plus the interest rate applicable for funds left on deposit beginning with the date that is 31 calendar days from the latest of the dates below and continuing up to the date of payment:

- The date we receive due proof of loss following death.
- The date we receive sufficient information to determine our liability, the extent of our liability, and the appropriate payee legally entitled to the proceeds.
- The date that legal impediments to payment of proceeds that depend on the action of parties other than us are resolved and sufficient evidence of this resolution is provided to us. Legal impediments to payment include but are not limited to: the establishment of guardianships and conservatorships; the appointment and qualification of trustees, executors and administrators; and the submission of information required to satisfy state or federal reporting requirements.

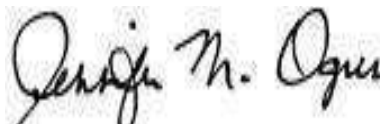
EXCLUSIONS AND LIMITATIONS

We pay a death benefit for all causes of death.

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



Michael S. Smith
President



Jennifer M. Ogren
Secretary

CHILDREN'S LIFE INSURANCE RIDER

RELIASTAR LIFE INSURANCE COMPANY

20 Washington Avenue South, Minneapolis, Minnesota 55401

POLICYHOLDER: City of Cookeville, Tennessee
GROUP POLICY NUMBER: 69130-5GAT2

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

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SCHEDULE OF BENEFITS

BASIC CHILDREN'S LIFE INSURANCE

Basic Children's Life Insurance is Noncontributory by Employees.

| Eligible Class(es) | Amount |
|---------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| Children 14 days but less than 6 months of age | \$100 |
| Children 6 months but less than 23 years of age | \$1,000 |
| Child coverage for All Eligible Retirees who retired prior to 1/1/2016 | Amount of coverage in force on 12/31/2015 |
| Child coverage for All Eligible Retirees who retired on or after 1/1/2016 | \$100 for Children 14 days but less than 6 months of age \$1,000 for Children 6 months but less than 23 years of age |

MAXIMUM AMOUNT OF BASIC CHILDREN'S LIFE INSURANCE

\$1,000

GUARANTEED ISSUE AMOUNT OF BASIC CHILDREN'S LIFE INSURANCE

\$1,000

DEFINITIONS

Child or **Children** means a child from 14 days but less than 23 years of age who is one of the following:

- Your natural or adopted child (including a child placed for adoption).

- Your stepchild.
- A child of your domestic partner or civil union partner who is recognized as equivalent to a Spouse in the state with governing jurisdiction.
- A child of your domestic partner as defined by the Employer if you have completed and Signed an affidavit of domestic partnership on a form acceptable to the Employer.
- Your foster child or a child for whom you are a legal guardian.

The child must also meet all of the following conditions:

- Not be on full-time active duty in the armed forces of any country or subdivision thereof.
- Legally reside in the United States or its territories or possessions.
- Not be insured under the Policy as an Employee or Spouse.
- Not be insured by an individual policy that was issued under any conversion right of this rider.

A child age 19 or older must also meet the following conditions to be eligible under this definition:

- Not be employed on a full-time basis, and
- Be a full-time student at a school, college or university that is accredited and licensed in the jurisdiction where it is located. "Full-time" is based on the credit or course load requirements of the school, college or university for status as a full-time student.

This definition includes your Child age 23 or older who is incapable of self-sustaining employment due to physical or intellectual disability. Written proof of the Child's incapacity must be furnished to us at our home office within 31 days after the Child reaches the limiting age. We may require, at reasonable intervals, but not more than once a year after the two year period following attainment of the limiting age, evidence satisfactory to us that the incapacity is continuing.

Coverage will continue while the Child remains incapable of self-sustaining employment due to physical or intellectual disability and continues to meet the definition of Child except for the age limit. If the Child becomes capable of self-sustaining employment and proof of the Child's incapacity can no longer be furnished to us, you may convert your Child's life insurance to an individual life insurance policy as described in the CONVERSION provision of this rider.

Evidence of Insurability means your affirmation, on a form acceptable to us, of various factors that we will use to determine if your Child's coverage is approved. Those factors may include, but are not limited to, your Child's medical history and treatment, driving record, and/or family medical history. If we need more information, any costs will be at our expense.

Guaranteed Issue Amount means the Child benefit amount (as shown on the SCHEDULE OF BENEFITS) for which you are eligible to enroll without providing Evidence of Insurability, according to the EVIDENCE OF INSURABILITY provision.

GENERAL PROVISIONS

ELIGIBILITY

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

- The Policy effective date.
- The date this rider is available to the eligible class of Employees to which you belong.
- Your life insurance coverage effective date.
- The date you acquire a Child by marriage, birth or adoption.

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

ENROLLMENT

No enrollment is required for Noncontributory coverage.

EVIDENCE OF INSURABILITY

Evidence of Insurability is required for coverage under the conditions described below. Coverage is subject to the Evidence of Insurability requirements that are in force on the effective date of coverage. Any increase to coverage is subject to the Evidence of Insurability requirements that are in force on the effective date of the increase. We must approve any required Evidence of Insurability before coverage becomes effective. When you have Children covered under this rider, then newly eligible Children will not require Evidence of Insurability.

Basic Child Life Insurance

Evidence Required

Coverage on the Policy effective date continued from the Policyholder's prior plan... None.

Initial eligibility for this rider after the Policy effective date... Any amount over the Guaranteed Issue Amount.

EFFECTIVE DATE OF COVERAGE

Your Children will be covered at 12:01 a.m. standard time at the Policyholder's address on the date your Children are eligible for coverage.

EFFECTIVE DATE OF CHANGES TO COVERAGE

Once your Children's coverage begins, any increased or additional coverage will take effect on the latest of the following:

- The date of the increased or additional coverage, if you are in Active Employment.
- The date you return to Active Employment, if you are not in Active Employment on the date the increased or additional coverage would otherwise start.
- The date we approve each Child's Evidence of Insurability, if Evidence of Insurability is required.
- The date your Child is no longer hospitalized, or confined at home under a doctor's care, or receiving or applying to receive disability benefits from any source, if any of these conditions are true on the date that Child's increased or additional coverage would otherwise start.

Any decrease in coverage will take effect immediately but will not affect a payable claim that occurs prior to the decrease.

CHANGE OF INSURANCE CARRIERS

If your coverage is being provided under the CHANGE OF INSURANCE CARRIERS provision in the Certificate, then we will also provide continuity of Children's coverage under the same conditions and for the same duration.

Any benefits payable under this provision will be the lesser of the amount of coverage under the prior policy had it remained in force, or the amount of eligible Children's coverage under our Policy. We will reduce our payment by any amount paid under the prior policy.

If Children's coverage under this provision ends while the Policy is in force, and your Children are not otherwise eligible for insurance under the Policy, then your Children's coverage will be eligible for conversion as described in the CONVERSION provision.

If your Children were not covered under the Employer's prior policy on the date that policy terminated, then the EFFECTIVE DATE OF COVERAGE provision will apply.

TERMINATION OF COVERAGE

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

- The date this rider terminates.
- The date the Child is no longer an eligible Child as defined by this rider. Coverage of a disabled Child ends when there is no longer evidence satisfactory to us that the incapacity is continuing.

This rider terminates on the earliest of the following:

- The date your life insurance terminates.
- The date this rider is terminated for all Employees under the Policy.
- The date this rider is terminated for the eligible class of Employees to which you belong.
- The date you voluntarily cancel this rider, as allowed by the Employer.
- The date you no longer have any eligible Children as defined by this rider.
- The end of the period for which Premiums are paid if the next Premium is not paid by its due date, subject to the grace period.

We will pay benefits for a loss that occurs while your Child is covered under this rider.

CONVERSION

You may convert Children's life insurance, without Evidence of Insurability, to an individual life insurance policy if a Child's life insurance under this rider stops for any reason other than nonpayment of Premium, your Child reaching the termination age under this rider, or your death. You may also convert any part of Children's life insurance that reduces due to your change from one eligible class to another or a Policy change. If you have made an absolute assignment of insurance, only the current owner may apply for conversion under this paragraph.

Your Child may convert Children's life insurance, without Evidence of Insurability, to an individual life insurance policy if that Child's life insurance under this rider stops because your Child reaches the termination age under this rider, or because of your death. If a Child is too young to contract for life insurance after your death, then a parent or a court-appointed guardian of the Child may apply for conversion of that Child's coverage.

Only life insurance is eligible for conversion. Conversion does not include any additional benefits such as accelerated death benefits, accidental death and dismemberment benefits, or waiver of premium benefits. Any amounts of coverage for which your Child remains eligible under the Policy are not eligible for conversion.

To convert Children's life insurance, application must be made and the first premium paid to us within 31 days of the date any part of a Child's life insurance under this rider terminates (the "conversion period"). You will be given Written notice, in person or at your last known address, of your conversion right at least 15 days before the date any part of Children's life insurance ends. Your right to convert will expire on the later of 16 days after you are given such notice or the end of the conversion period, but in no event will your right to convert extend beyond 60 days after the expiration of the conversion period. Any extension of time allowed for returning the completed application and first premium will not change the length of the conversion period itself.

Application for conversion may be for the entire amount of Children's life insurance that is terminating under this rider, or a lesser amount. The maximum amount of Children's life insurance coverage eligible for conversion will be reduced by any amount of Children's life insurance for which you become eligible under any group policy within 31 days after the beginning of the conversion period. Premiums for the conversion policy will be based on our rates then in use, the form and amount of insurance, your Child's class of risk, and your Child's attained age at the beginning of the conversion period. The conversion policy may be any individual life insurance policy then customarily offered by us for conversion, other than term insurance. The conversion policy will not include any additional benefits. When we accept the application and first premium, the conversion policy will become effective on the 32nd day after the date the life insurance under the Policy terminated.

During the conversion period, Children's life insurance will continue under the terms of this rider. If your Child dies within the conversion period, any life insurance amount that was eligible for conversion will be payable as a death benefit under the Policy and any premiums paid for conversion will be refunded to the Beneficiary.

INCONTESTABILITY

Any statement made by you or your Child is considered a representation and not a warranty. We will not use such statement to avoid insurance, reduce benefits or defend a claim unless the statement is included in a Written statement of insurability which has been Signed by you or your Child and a copy of such statement of insurability has been given to you or to the Beneficiary. Except for fraud, we will not use such statement relating to insurability to contest life insurance after it has been in force for two years during your Child's lifetime. Except for fraud, we will not use such statement to contest an increase or benefit addition to such insurance, after the increase or benefit has been

in force for two years during your Child's lifetime. Fraud in the procurement of coverage under the Policy is only contestable after the coverage has been in force for two years from its effective date when permitted by applicable law in the governing jurisdiction.

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

BENEFICIARY

You are the Beneficiary for proceeds that become payable at your Child's death under this rider. If you have made an absolute assignment of your insurance, then during your lifetime the current owner is the Beneficiary. See the Portability Rider for information about the eligible Beneficiary for continued coverage after your death. This Beneficiary designation may not be changed. Please refer to the LIFE INSURANCE BENEFITS section for more information about payment.

CONFORMITY WITH INTERSTATE INSURANCE PRODUCT REGULATION COMMISSION STANDARDS

This rider was approved under the authority of the Interstate Insurance Product Regulation Commission and issued under the Commission standards. Any provision of this rider which, on the provision's effective date, conflicts with Interstate Insurance Product Regulation Commission standards for this product type, is automatically amended to conform to the Interstate Insurance Product Regulation Commission standards for this product type as of the provision's effective date.

LIFE INSURANCE BENEFITS

We pay a death benefit to the Beneficiary if we receive Written proof that your Child died while Children's insurance under this rider is in force. See the CONVERSION provision for information about death benefits payable during the conversion period following your death. The death benefit is the amount of Children's life insurance on that Child for the eligible class as shown on the SCHEDULE OF BENEFITS in effect on the date of your Child's death.

NOTICE OF CLAIM AND PROOF OF LOSS

A claim form is available from the Employer or us. The process for completing the claim form and submitting the claim form will be explained in the claim form paperwork. Proof of loss, including any attachments indicated on the claim form as required, should be sent directly to us at the address indicated on the form. We may also require information from the Employer in order to verify eligibility.

Proof of loss consists of a certified copy of your Child's death certificate or other lawful evidence providing equivalent information, and proof of the claimant's interest in the proceeds.

We will review proof of loss we receive in order to determine our liability and the correct payee(s). If we approve the claim, we will pay the benefits subject to the terms of this rider.

PAYMENT OF PROCEEDS

To be eligible to receive proceeds, the Beneficiary must be living on the date of your Child's death. Exception: If your Child dies during the conversion period following your death and you would otherwise have been the Beneficiary, we will pay the proceeds to your estate.

If the Beneficiary is eligible to receive proceeds but dies before receiving them, we will pay the proceeds to the Beneficiary's estate.

We will pay the death benefit to the Beneficiary in one sum or in a method comparable to one sum. Other methods of payment may be made available to the Beneficiary at the time of claim.

Any payment we make in good faith will discharge our liability to the extent of such payment.

PAYMENT OF INTEREST

We pay interest on the death benefit proceeds, accruing from the date of your Child’s death up to the date of payment. The minimum interest rate payable will be the interest rate applicable for funds left on deposit with us as of the date of death.

Interest will accrue at an annual rate of 10% plus the interest rate applicable for funds left on deposit beginning with the date that is 31 calendar days from the latest of the dates below and continuing up to the date of payment:

- The date we receive due proof of loss following death.
- The date we receive sufficient information to determine our liability, the extent of our liability, and the appropriate payee legally entitled to the proceeds.
- The date that legal impediments to payment of proceeds that depend on the action of parties other than us are resolved and sufficient evidence of this resolution is provided to us. Legal impediments to payment include but are not limited to: the establishment of guardianships and conservatorships; the appointment and qualification of trustees, executors and administrators; and the submission of information required to satisfy state or federal reporting requirements.

EXCLUSIONS AND LIMITATIONS

We pay a death benefit for all causes of death.

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



Michael S. Smith
President



Jennifer M. Ogren
Secretary

WAIVER OF PREMIUM RIDER
RELIASTAR LIFE INSURANCE COMPANY

20 Washington Avenue South, Minneapolis, Minnesota 55401

POLICYHOLDER: City of Cookeville, Tennessee

GROUP POLICY NUMBER: 69130-5GAT2

Applicable only to Eligible Employees

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

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DEFINITIONS

Doctor means a person who is licensed to practice medicine in the state in which treatment is received and providing treatment or advice in accordance with the license. State law may require consideration of professional services of a practitioner other than a medical physician. If so, then this definition includes persons recognized as qualified to treat the condition for which claim is made by the state in which treatment is received. This definition does not include you or your spouse, or your or your spouse's children, parents, grandparents, grandchildren, siblings and their spouses.

Total Disability or Totally Disabled means that due to an injury or sickness you are unable to perform the material duties of your regular job, and you are unable to perform for remuneration or profit any other job for which you are fit by education, training or experience. If we pay you an Employee benefit under the Accelerated Death Benefit Rider, you will automatically meet the definition of Total Disability under this rider following the date you became eligible for an accelerated benefit payment.

Waiting Period means the 9 month period immediately following the date you stop Active Employment during which you are continuously Totally Disabled. If you return to work for a total of 30 days or less during the Waiting Period and then stop work again due to the same Total Disability, your Waiting Period will not be interrupted. If we pay you an Employee benefit under the Accelerated Death Benefit Rider, you will automatically satisfy the Waiting Period requirement under this rider.

GENERAL PROVISIONS

ELIGIBILITY FOR RIDER

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

- The Policy effective date.
- The date this rider is available to the eligible class of Employees to which you belong.
- Your Basic life insurance coverage effective date.

EFFECTIVE DATE OF RIDER

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

TERMINATION OF RIDER

This rider terminates on the earliest of the following:

- The date your life insurance terminates.
- The date this rider is terminated for all Employees under the Policy.
- The date this rider is terminated for the eligible class of Employees to which you belong.
- The date life insurance coverage is being continued under the terms of the Portability Rider.

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

TERMINATION OF COVERAGE

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

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

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

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

The TERMINATION OF COVERAGE provision in your Children's Life Insurance Rider is revised to add this item to the terms under which your Children's coverage ends:

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

CONFORMITY WITH INTERSTATE INSURANCE PRODUCT REGULATION COMMISSION STANDARDS

This rider was approved under the authority of the Interstate Insurance Product Regulation Commission and issued under the Commission standards. Any provision of this rider which, on the provision's effective date, conflicts with Interstate Insurance Product Regulation Commission standards for this product type, is automatically amended to conform to the Interstate Insurance Product Regulation Commission standards for this product type as of the provision's effective date.

WAIVER OF PREMIUM BENEFIT

If you become Totally Disabled while covered under this rider and meet the other conditions below, we will waive Premiums due under the Policy and continue insurance during your Total Disability, according to the terms of this rider. When we waive Premiums, the amount of continued 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 Certificate and riders in effect on the date Total Disability began. Premiums that are waived are not deducted from any proceeds that may become payable.

Continued life insurance includes the following if effective on the date before your Total Disability began:

- Employee Basic life insurance.

Continued life insurance does not include:

- Basic coverage under the Spouse Life Insurance Rider.
- Basic coverage under the Children's Life Insurance Rider.
- the Accelerated Death Benefit Rider.
- the AD&D Rider.
- the Portability Rider.
- any continuation rider(s).

Any rider or coverage that is not eligible for waiver of premium under this rider will terminate on the date that coverage would otherwise end due to your termination of Active Employment. See the CONVERSION provision of the Certificate and riders for more information about conversion.

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

CONDITIONS FOR WAIVER OF PREMIUM

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

- Total Disability begins before your 60th birthday.
- You are covered under this rider on the date your Total Disability begins.
- You are continuously Totally Disabled for the entire Waiting Period. Premiums due during the Waiting Period are subject to the continuation provision(s) of any riders.
- All Premiums due for life insurance and this rider are paid to us through the date we approve your claim for waiver of Premium or the date the continuation period under any rider ends, whichever is earlier. Premiums due are payable by the Policyholder or you as applicable.
- You provide notice of claim and proof of Total Disability to us as described below.

NOTICE OF CLAIM AND PROOF OF TOTAL DISABILITY

You must send us written notice of claim while you are living, while you are Totally Disabled, and within 9 months of the date your Total Disability begins. Failure to give notice within 9 months will not invalidate or reduce any claim if it is shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.

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

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

If you die within 12 months of the date your Total Disability began and all of the following are true:

- You didn't previously submit a claim under this rider, and
- You would otherwise have met the CONDITIONS FOR WAIVER OF PREMIUM, and
- Life insurance for you would still have been in force under the Policy on the date of your death if a claim for waiver of Premium had been approved, then the Beneficiary can submit a claim for death benefit proceeds along with notice of claim under this rider and proof that your Total Disability continued without interruption from the last day you were in Active Employment until your death. For your death, completion of the entire Waiting Period is not required.

EFFECTIVE DATE OF WAIVER OF PREMIUM

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

We will notify you and the Employer if we deny your claim. If we deny your claim, conversion is available as described in the CONVERSION provision of the Certificate and riders.

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

If you converted life insurance due to your termination of Active Employment and then a claim under this rider is approved, the conversion policy must be surrendered without claim. We will cancel the conversion policy as of the date of issue and refund any premiums paid. We will retain any beneficiary designation you made under your conversion policy as the Beneficiary under the group Policy, unless you change the Beneficiary as described under the

BENEFICIARY provision in the Certificate. If the conversion policy is not surrendered without claim, then Premiums will not be waived under this rider. The same coverage(s) that would otherwise end due to your termination of Active Employment may not be both continued under this rider and converted.

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

TERMINATION OF WAIVER OF PREMIUM

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

- The date you are no longer Totally Disabled.
- The date you do not give us proof of Total Disability as requested.
- Your 65th birthday.

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

- Life insurance is in force for Active Employees under the Policy, and
- You are in an eligible class for coverage under the Policy, and
- Your Premium payments are resumed.

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

You will not be eligible for portability under any Portability Rider on the date we stop waiving your Premiums.

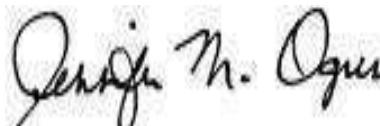
CONVERSION AFTER TERMINATION OF WAIVER OF PREMIUM

When Waiver of Premium under this rider ends, and if you are not otherwise eligible for insurance under the Policy, then conversion will be available as described in the CONVERSION provision of the Certificate and riders.

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



Michael S. Smith
President



Jennifer M. Ogren
Secretary

ACCELERATED DEATH BENEFIT RIDER
RELIASTAR LIFE INSURANCE COMPANY

20 Washington Avenue South, Minneapolis, Minnesota 55401

POLICYHOLDER: City of Cookeville, Tennessee

GROUP POLICY NUMBER: 69130-5GAT2

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

THE AMOUNT OF LIFE INSURANCE WILL BE REDUCED IF AN ACCELERATED DEATH BENEFIT IS PAID. THE RECEIPT OF ACCELERATED DEATH BENEFITS MAY BE A TAXABLE EVENT. YOU SHOULD SEEK ADDITIONAL INFORMATION ABOUT THE TAX STATUS OF THE PAYMENT FROM A PERSONAL TAX ADVISOR.

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SCHEDULE OF BENEFITS

Accelerated Death Benefit

You: 75% of the amount of Basic Life Insurance in force, or \$50,000, whichever is less.

You must have at least \$5,000 of life insurance coverage in force.

DEFINITIONS

Doctor means a person who is licensed to practice medicine in the state in which treatment is received and providing treatment or advice in accordance with the license. State law may require consideration of professional services of a practitioner other than a medical physician. If so, then this definition includes persons recognized as qualified to treat the condition for which claim is made by the state in which treatment is received. This definition does not include you or your spouse, or your or your spouse's children, parents, grandparents, grandchildren, siblings and their spouses.

Institution means any hospital, convalescent hospital, health clinic, nursing home, extended care facility, or other institution devoted to the care of sick, infirm, or aged persons.

Qualifying Event means either of the following:

- Terminal Illness.
- A medical condition that is reasonably expected to require continuous confinement in an Institution and you are expected to remain there for the rest of your life.

Terminal Illness means a medical condition that is expected to result in your death within 12 months and from which there is no reasonable chance of recovery.

GENERAL PROVISIONS

ELIGIBILITY FOR RIDER

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

- The Policy effective date.
- The date this rider is available to the eligible class of Employees to which you belong.
- Your Basic life insurance coverage effective date.

EFFECTIVE DATE OF RIDER

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

TERMINATION OF RIDER

This rider terminates on the earliest of the following:

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

This rider will not terminate while this rider is being continued under the terms of another rider.

Termination of this rider will not prejudice the payment of benefits for a Qualifying Event that occurred while this rider was in force.

CONVERSION

When this rider terminates, conversion of this rider is not available.

CONFORMITY WITH INTERSTATE INSURANCE PRODUCT REGULATION COMMISSION STANDARDS

This rider was approved under the authority of the Interstate Insurance Product Regulation Commission and issued under the Commission standards. Any provision of this rider which, on the provision's effective date, conflicts with Interstate Insurance Product Regulation Commission standards for this product type, is automatically amended to conform to the Interstate Insurance Product Regulation Commission standards for this product type as of the provision's effective date.

ACCELERATED DEATH BENEFIT

Accelerated death benefit proceeds is the amount we pay to you, while you are living, if you have a Qualifying Event. The accelerated death benefit proceeds are paid only once. This payout is the only settlement option available prior to your death.

The benefit is the amount of the accelerated death benefit shown on the SCHEDULE OF BENEFITS in effect on the date you request accelerated death benefit proceeds.

CONDITIONS FOR THE ACCELERATED DEATH BENEFIT

To receive a benefit payment under this rider, all of the following conditions must be met:

- Any required life insurance Premium is paid through the date you request proceeds under this rider.
- You request proceeds in writing while you are living and before you attain age 65. If you are unable to request payment yourself, your legal representative may request it on your behalf.
- You are insured for life insurance benefits under the Policy.
- You are insured for the minimum amount of life insurance as shown on the SCHEDULE OF BENEFITS in order to be eligible for benefits under this rider.
- The benefit percentage elected will equal no less than \$5,000.
- You provide to us written proof from a Doctor that you have a Qualifying Event.
- You provide to us written consent for payment from any irrevocable beneficiary and, in community property states, from your spouse.

NOTICE OF CLAIM AND PROOF OF LOSS

You must send us written notice of claim while you are living and within 90 days of the date the Qualifying Event is diagnosed. Failure to give notice within 90 days will not invalidate or reduce any claim if it is shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.

Notice of claim includes proof of loss. Proof of loss includes information from your Doctor, at your expense, regarding your medical condition. We may require additional information from the Employer in order to verify eligibility. Proof of loss, including any attachments indicated on the claim form(s) as required, should be sent directly to us at the address indicated on the form(s). A claim form is available from the Employer or us.

We have the right to request a second or third medical opinion, at our expense, in order to determine if you are eligible under the terms of this rider. Any second medical opinion may include a physical examination by a Doctor designated by us. In the case of conflicting medical opinions, eligibility will be determined by a third medical opinion that is provided by a Doctor who is mutually acceptable to you and us.

When you request proceeds under this rider and upon payment of the benefit proceeds, you will be provided with a disclosure demonstrating the effect of the acceleration on the death benefit and Premium, and any other effects on coverage. This disclosure will also be provided to any assignee of record or irrevocable beneficiary of record.

BENEFIT PAYMENT

We pay the benefit proceeds to you immediately upon receipt of due written proof of loss. If you are not the current owner of coverage under the Certificate or riders on the date proceeds are requested under this rider, then while you are living the benefit proceeds are payable to the current owner.

For coverage continued by your Spouse after your death or divorce, any benefit proceeds under this rider are payable to your Spouse. If your Spouse is not the current owner of coverage under the Spouse Life Insurance Rider and Children's Life Insurance Rider on the date accelerated death benefit proceeds are requested, then the benefit proceeds are payable to the current owner.

Benefit proceeds received for Terminal Illness will be paid as a lump sum.

For a Qualifying Event other than Terminal Illness, you may elect to receive the benefit proceeds as a lump sum or in monthly installments. You may elect monthly installments equal to 1-20% of the full amount of the benefit payable under this rider. The minimum monthly installment is \$500. Monthly installments are paid once every 30 days until the full accelerated benefit amount has been paid out. Each monthly installment paid will reduce the remaining death benefit by the same amount.

Any payment we make in good faith will discharge our liability to the extent of such payment.

If you die after you request proceeds under this rider but before any proceeds are received, then the accelerated death benefit claim will be cancelled and any death benefit will be payable under the terms of the Certificate and riders. If any monthly installments are remaining at the time of death, the remaining amount will be payable as a death benefit under the terms of the Certificate and riders.

EFFECTS ON COVERAGE

When we pay this benefit, coverage is affected in the following ways:

- Your Basic Life Insurance amount is reduced by the accelerated death benefit proceeds paid under this rider.
- Your life insurance amount that may be converted is reduced by the accelerated death benefit proceeds paid under this rider.
- You will not be eligible to increase your life insurance amount.]
- Premium is based upon the life insurance amount in force prior to any proceeds paid under this rider. Such Premium must be paid, unless waived under the Waiver of Premium Rider, to keep the life insurance coverage in force.
- Your remaining life insurance amount is subject to future BENEFIT REDUCTIONS, if any, as shown on the SCHEDULE OF BENEFITS in the Certificate or riders.
- You will not be able to reinstate your coverage to its full amount in the event of a recovery from a Qualifying Event.

Payment of accelerated death benefits for a Covered Person will not affect the amount of life insurance on other Covered Persons. If any death benefit remains after payment of the accelerated death benefit, coverage under the AD&D Rider will be unaffected by the payment of an accelerated death benefit.

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



Michael S. Smith
President



Jennifer M. Ogren
Secretary

CONTINUATION OF INSURANCE RIDER
RELIASTAR LIFE INSURANCE COMPANY

20 Washington Avenue South, Minneapolis, Minnesota 55401

POLICYHOLDER: City of Cookeville, Tennessee

GROUP POLICY NUMBER: 69130-5GAT2

Applicable only to Eligible Employees

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

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DEFINITIONS

Covered Person means:

- You, if you are covered for life insurance under the Policy.
- Your Spouse who is covered under your Spouse Life Insurance Rider.
- Your Children who are covered under your Children’s Life Insurance Rider.

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

Severance means your Active Employment is terminated and continuation of life insurance is available under a severance plan provided by the Employer.

Temporary Layoff means you are absent from Active Employment for a period of time for which continuation of life insurance is available under the Employer’s written plan for temporary layoffs, and the layoff is not intended to be permanent.

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

GENERAL PROVISIONS

ELIGIBILITY FOR RIDER

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

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

EFFECTIVE DATE OF RIDER

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

CHANGE OF INSURANCE CARRIERS

The CHANGE OF INSURANCE CARRIERS provision in the Certificate is revised to include an Employee whose coverage was being continued under a similar continuation provision of the Employer's prior policy on the date the Employer changes insurance carriers to our Policy.

TERMINATION OF RIDER

This rider terminates on the earliest of the following:

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

CONFORMITY WITH INTERSTATE INSURANCE PRODUCT REGULATION COMMISSION STANDARDS

This rider was approved under the authority of the Interstate Insurance Product Regulation Commission and issued under the Commission standards. Any provision of this rider which, on the provision's effective date, conflicts with Interstate Insurance Product Regulation Commission standards for this product type, is automatically amended to conform to the Interstate Insurance Product Regulation Commission standards for this product type as of the provision's effective date.

CONTINUATION OF INSURANCE

If you stop Active Employment due to:

- Employer-approved Leave of Absence, or
- Total Disability, or
- Temporary Layoff, or
- Severance,

or your hours are reduced so that you are no longer in an eligible class for coverage under the Policy, then life insurance coverage may be continued under the Policy beyond the date you are no longer in Active Employment or your hours were reduced, limited to the time period(s) described below.

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

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

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

FAMILY AND MEDICAL LEAVE

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

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

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

SICKNESS OR INJURY

If you are on a Leave of Absence due to your sickness or injury, including Total Disability, then life insurance coverage for all Covered Persons may be continued until the date which is 12 months after the date you stopped Active Employment.

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

MILITARY LEAVE

If you are on a Leave of Absence for active military service as described under the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") and applicable state law, then life insurance coverage for all Covered Persons may be continued until the date which is 1 month after the date you stopped Active Employment.

This continuation of coverage includes all riders that in effect on the date before the Leave of Absence began.

TEMPORARY LAYOFF

If you stop Active Employment due to a Temporary Layoff, then life insurance coverage for all Covered Persons may be continued until the date which is 1 month after the date you stopped Active Employment.

This continuation of coverage includes all riders that were in effect on the date before you stopped Active Employment.

SEVERANCE

If your Active Employment terminates and Severance is available, then life insurance coverage for all Covered Persons may be continued until the date which is 1 month after the date you stopped Active Employment.

This continuation of coverage includes all riders that were in effect on the date before you stopped Active Employment.

SABBATICAL

If you are on a Leave of Absence for an Employer-approved sabbatical, then life insurance coverage for all Covered Persons may be continued until the date which is 1 month after the date you stopped Active Employment.

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

OTHER LEAVE OF ABSENCE

If you are on a Leave of Absence for any other reason, then life insurance coverage for all Covered Persons may be continued until the date which is 3 months after the date you stopped Active Employment.

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

CONCURRENT LEAVES OF ABSENCE

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

REDUCTION OF HOURS

If your hours are reduced due to an Employer forced reduction of hours as defined by the Employer, and as a result you are no longer in an eligible class for coverage under the Policy, then life insurance coverage for all Covered Persons may be continued until the date which is 1 month after the date your hours were reduced.

This continuation of coverage includes all riders that were in effect on the date before the reduction in hours began.

TERMINATION OF CONTINUATION

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

- The end of the continuation period as indicated above.

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

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

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

- Life insurance is in force for Active Employees under the Policy, and
- You are in an eligible class for coverage under the Policy, and
- Your Premium payments are resumed.

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

CONVERSION FOLLOWING TERMINATION OF CONTINUATION

When continuation under this rider ends other than for nonpayment of Premium or waiver of premium, and if the Covered Person is not otherwise eligible for insurance under the Policy, then conversion will be available as described in the CONVERSION provision of the Certificate and riders.

RETURN TO ACTIVE EMPLOYMENT

If coverage is not continued during an FMLA or State FML Leave of Absence, and you return to Active Employment immediately following the end of the FMLA or State FML Leave of Absence and while coverage is in force for Active Employees under the Policy, then coverage for all Covered Persons may be reinstated effective the date you return to Active Employment. The amount(s) of coverage will be subject to the SCHEDULE OF BENEFITS in effect on the date you return to Active Employment. We will not [apply a new Eligibility Waiting Period or require Evidence of Insurability for the same or lesser amount(s) of coverage.

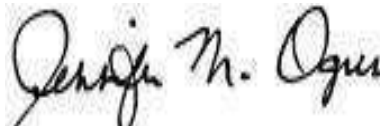
If coverage is not continued during your Leave of Absence for active military service, and you return to Active Employment while coverage is in force for Active Employees under the Policy, then coverage for all Covered Persons may be reinstated in accordance with USERRA and applicable state law.

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

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



Michael S. Smith
President



Jennifer M. Ogren
Secretary

PORTABILITY RIDER
RELIASTAR LIFE INSURANCE COMPANY

20 Washington Avenue South, Minneapolis, Minnesota 55401

POLICYHOLDER: City of Cookeville, Tennessee

GROUP POLICY NUMBER: 69130-5GAT2

Applicable only to Eligible Employees

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

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DEFINITIONS

Covered Person means:

- You, if you are covered for life insurance under the Policy.
- Your Spouse who is covered under your Spouse Life Insurance Rider.
- Your Children who are covered under your Children’s Life Insurance Rider.

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

GENERAL PROVISIONS

ELIGIBILITY FOR RIDER

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

- The Policy effective date.
- The date this rider is available to the eligible class of Employees to which you belong.
- Your Basic life insurance coverage effective date.

EFFECTIVE DATE OF RIDER

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

TERMINATION OF RIDER

This rider terminates on the earliest of the following:

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

This rider will not terminate while your coverage is being continued under the terms of this rider.

CONFORMITY WITH INTERSTATE INSURANCE PRODUCT REGULATION COMMISSION STANDARDS

This rider was approved under the authority of the Interstate Insurance Product Regulation Commission and issued under the Commission standards. Any provision of this rider which, on the provision's effective date, conflicts with Interstate Insurance Product Regulation Commission standards for this product type, is automatically amended to conform to the Interstate Insurance Product Regulation Commission standards for this product type as of the provision's effective date.

PORTABILITY

If there are any Covered Persons on portability under this rider when the Policy would otherwise terminate, the Policy will remain in force to cover those Covered Persons on portability until the date there are no Covered Persons on portability.

EMPLOYEE PORTABILITY

Portability means you can apply to continue coverage under the same Policy after it would otherwise terminate, if certain conditions are met. Continued coverage under this rider includes the following:

- Employee Basic Life Insurance under the Certificate
- Spouse Basic Life Insurance under the Spouse Life Insurance Rider
- Children's Basic Life Insurance under the Children's Life Insurance Rider
- Employee Basic AD&D Insurance under the AD&D Rider
- Coverage under all riders except the Waiver of Premium Rider and any Continuation riders

CONDITIONS FOR EMPLOYEE PORTABILITY

All of the following conditions must be met:

- You must apply for a minimum of \$5,000 in continued Employee coverage.
- If you apply for portability of Spouse coverage, you must apply for a minimum of \$2,000 in continued Spouse coverage.
- If you apply for portability of Children's coverage, you must apply for a minimum of \$1,000 in continued Children's coverage.
- You have not applied for conversion of life insurance on the same amounts.
- You apply for portability before the date you attain age 69.
- You did not stop Active Employment due to Total Disability.
- You are not on a leave of absence for your sickness or injury.
- You apply for portability within 31 days of the date your life insurance coverage would otherwise terminate due to any of the following:
 - You terminate employment with the Employer, if coverage remains in effect under the Policy for other Active Employees.
 - The Policyholder terminates coverage under the Policy for all Active Employees, and does not replace it with another life insurance plan.
 - You are no longer in an eligible class for coverage under the Policy.
 - Any other continuation provided under the Policy ends.

You will be given notice of your portability and conversion rights at least 15 days before the date any part of your life insurance ends. Your portability rights will expire on the later of 16 days after you are given such notice or the end of the conversion period, but in no event will your portability rights extend beyond 60 days after the expiration of the conversion period.

Portability is not available for any of the following:

- Any amounts of life insurance for which a conversion application has been received by us.
- Coverage that reduces due to BENEFIT REDUCTIONS as described on the SCHEDULE OF BENEFITS in the Certificate or any riders.
- Coverage that reduces due to your change from one eligible class to another.
- Coverage that reduces due to a Policy change.

- Coverage that is being continued under the Waiver of Premium Rider.
- Coverage that ends due to termination under the Waiver of Premium Rider.
- Coverage that ends due to termination of a continuation for your sickness or injury.

You may apply for conversion of any terminating life insurance amounts that are not eligible for portability. See the CONVERSION provision of the Certificate and riders.

APPLICATION FOR EMPLOYEE PORTABILITY

You may apply for portability on the same amount of insurance that would otherwise terminate or a lesser amount according to the available amounts on the portability application. You must apply for portability of your insurance in order to continue Spouse and Children's insurance. The amount(s) that can be continued under this rider are subject to the following maximum(s):

- \$50,000 of Employee Basic Life Insurance
- \$50,000 of Employee Basic AD&D Insurance, not to exceed the amount of Employee Basic Life ported
- \$2,000 of Spouse Basic Life Insurance, not to exceed the amount of Employee Basic Life ported
- \$1,000 of Children's Basic Life Insurance, not to exceed the amount of Employee Basic Life ported

You may apply for conversion of any terminating life insurance amounts that exceed the maximum amount(s) eligible for portability. See the CONVERSION provision of the Certificate and riders. You will not be eligible to increase the ported coverage amount(s). Ported coverage is subject to all the terms of the Policy including BENEFIT REDUCTIONS as described on the SCHEDULE OF BENEFITS in the Certificate or any riders.

If you die within 31 days of the date you become eligible for portability under this rider (the "conversion period"), any life insurance amount that you were entitled to convert will be payable according to the CONVERSION provision of the Certificate and riders. If your Spouse or Child dies during the conversion period, any Spouse or Children's life insurance amount that you were entitled to convert will be payable according to the CONVERSION provision of your Spouse Life Insurance Rider or Children's Life Insurance Rider. Any AD&D Insurance amount you are eligible to port will be payable according to the AD&D Rider. Any unearned Premiums paid for portability will be refunded to the Beneficiary.

You do not need to provide Evidence of Insurability in order to apply for portability. You may complete the Evidence of Insurability section of the application if you want to request a lower portability Premium rate. If we accept your application for portability but decline any Evidence of Insurability, you may either pay the standard portability Premium rate or apply for conversion of life insurance within 31 days of the date we provide you written notice of conversion. See the CONVERSION provision of the Certificate and riders. Your coverage must be ported under the terms of this rider in order for Spouse or Children's coverage to be ported.

Your application for portability must be approved by us. When we approve your application, ported coverage under this rider will be effective on the day after the conversion period ends. Premiums under this rider will be billed directly to you on a quarterly basis. Each quarterly Premium due will include a billing fee as indicated on the portability application or subsequent notice. Continued Premium payment is required to keep coverage in force. The initial Premium will be based on the portability Premium rates in effect at the time you apply for portability. We may change the portability Premium rates at any time upon 90 days written notice to you.

If you have made an absolute assignment of your insurance, only the current owner may apply for portability.

MISSTATEMENT OF EVIDENCE OF INSURABILITY FOR EMPLOYEE PORTABILITY

If your or your Spouse's Premium rates are based on Evidence of Insurability as provided on your application for portability, and you or your Spouse have misstated any information requested on the application for portability such that the lower Premium rates would not have been approved by us, then we will adjust your or your Spouse's Premium to the standard portability Premium rates. Any back Premium due as a result of this adjustment will be required. We will not adjust your or your Spouse's Premium after coverage has been continued under this rider for two years during your or your Spouse's lifetime.

GRACE PERIOD FOR EMPLOYEE PORTABILITY

You have a grace period of 31 days for the payment of any Premium due. During the grace period coverage will remain in force. If full Premium payment is not received by us by the due date, we will give written notification to you that if the Premium is not paid by the end of the grace period then all coverage will end on the last day of the grace period. If we fail to give such written notice, coverage will continue in effect until the date such notice is given. We may extend the grace period by giving written notice of such intent to you, and such notice will specify the date all coverage will terminate if the Premium remains unpaid. You are required to pay a pro rata Premium for any period coverage was in force during the grace period. Premium payment is required for any grace period, any extension of such period, and any period for which coverage was in effect and Premium was not paid.

TERMINATION OF EMPLOYEE PORTABILITY

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

- The end of the period for which Premiums are paid if the next Premium is not paid by its due date, subject to the grace period.
- The date you attain age 70.
- The date you die.
- The date we approve a claim under the Waiver of Premium Rider.

You may apply for conversion of any life insurance amount(s) that terminate when portability under this rider ends, other than for nonpayment of Premium or at your death. Your surviving Spouse and Children may apply for conversion of any Spouse and Children's life insurance amount(s) that terminate when you die. See the CONVERSION provision of the Certificate and riders.

Any unearned Premiums paid for ported coverage will be refunded.

PORTABILITY AT DEATH OR DIVORCE

If you die, your Spouse can apply to continue coverage under the same Policy if certain conditions are met. Continued coverage following your death includes the following:

- Spouse Basic Life Insurance under the Spouse Life Insurance Rider
- Children's Basic Life Insurance under the Children's Life Insurance Rider

If you divorce, your Spouse can apply to continue coverage under the same Policy if certain conditions are met. Your Spouse's continued coverage following divorce includes the following:

- Spouse Basic Life Insurance under the Spouse Life Insurance Rider

For purposes of this rider, "divorce" includes annulment.

CONDITIONS FOR PORTABILITY AT DEATH OR DIVORCE

All of the following conditions must be met:

- Your Spouse must have been insured under your Spouse Life Insurance Rider on the date of your death or divorce.
- Your Spouse must apply for portability before the date your Spouse attains age 60.
- Your Spouse must apply for portability within 31 days of your death or divorce.

Your Spouse will be given notice of portability and conversion rights when your Spouse's life insurance ends due to death or divorce. Your Spouse's portability rights will expire on the later of 16 days after your Spouse is given such notice or the end of the conversion period, but in no event will your Spouse's portability rights extend beyond 60 days after the expiration of the conversion period.

Children may be covered following your death only if they would have been eligible for coverage under the eligibility rules in force prior to your death.

Conversion is available for any terminating life insurance amount(s) that are not eligible for portability. See the CONVERSION provision of the riders. Any amounts of life insurance for which an application for conversion has been received by us are not eligible for portability under this rider.

APPLICATION FOR PORTABILITY AT DEATH OR DIVORCE

Your Spouse may apply for portability of the same amount of insurance that would otherwise terminate or a lesser amount according to the available amounts on the portability application. Your Spouse must apply for portability of Spouse insurance in order to continue Children's insurance. Your Spouse may only apply for portability of Children's Insurance in the event of your death. [The amount(s) that can be continued under this provision are subject to the following maximum(s):

- \$2,000 of Spouse Basic Life Insurance
- \$1,000 of Children's Basic Life Insurance, not to exceed the amount of Spouse Basic Life ported

Conversion is available for any life insurance amounts that exceed the maximum amount(s) eligible for portability under this provision. See the CONVERSION provision of the riders. Your Spouse will not be eligible to increase the ported coverage amount. Ported coverage is subject to all the terms of the Policy, Certificate and any riders.

If your Spouse dies within 31 days of the date your Spouse becomes eligible for portability under this provision (the "conversion period"), any Spouse life insurance amount that was eligible for conversion will be payable according to the CONVERSION provision of the Spouse Life Insurance Rider. If your Child dies during the conversion period, any Children's life insurance amount that was eligible for conversion on that Child will be payable according to the CONVERSION provision of the Children's Life Insurance Rider. Any unearned Premiums paid for portability will be refunded to the Beneficiary.

Your Spouse does not need to provide Evidence of Insurability in order to apply for portability. Your Spouse may complete the Evidence of Insurability section of the application if your Spouse wants to request a lower portability Premium rate. If we accept your Spouse's application for portability but decline your Spouse's Evidence of Insurability, your Spouse may either pay the standard portability Premium rate or apply for conversion of life insurance within 31 days of the date we provide your Spouse written notice of conversion. See the CONVERSION provision of the riders. Spouse coverage must be ported under the terms of this rider in order for Children's coverage to be ported.

If we approve your Spouse's application for portability, your Spouse will become the owner of the Spouse coverage that was previously provided under your Spouse Life Insurance Rider. If Children's coverage is ported after your death, your Spouse will also become the owner of the Children's coverage that was previously provided under your Children's Life Insurance Rider. Ported coverage under this provision will be effective on the day after the conversion period ends. Premiums under this provision will be billed directly to your Spouse on a quarterly basis. Each quarterly Premium due will include a billing fee as indicated on the portability application or subsequent notice. Continued Premium payment is required to keep coverage in force. The initial Premium will be based on the portability Premium rates in effect at the time your Spouse applies for portability. We may change the portability Premium rates at any time upon 90 days written notice to your Spouse.

If you have made an absolute assignment of your insurance, the current owner's rights under the Policy will terminate on the date of your death. The current owner's rights regarding your Spouse's insurance will terminate on the date of your divorce. Your Spouse as the new owner under this provision may make an absolute assignment of insurance, as described in the ASSIGNMENT provision of the Certificate.

BENEFICIARY FOR PORTABILITY AT DEATH OR DIVORCE

For coverage continued under this provision, the Beneficiary is named by your Spouse to receive any proceeds payable at your Spouse's death. While your Spouse's coverage is in force under this provision, your Spouse may change the Beneficiary by Written request on a form that is acceptable to us. A Beneficiary designation form is available from us. An accepted designation will take effect as of the date it is Signed but will not affect any payment we make or action we take before receiving the Signed form. If your Spouse has made an absolute assignment of insurance, only the current owner may change the Beneficiary designation for proceeds payable at your Spouse's death.

If an irrevocable Beneficiary is named for proceeds payable at your Spouse's death, the Beneficiary designation can only be changed with the consent of the irrevocable Beneficiary.

There can be one or more Beneficiaries for proceeds payable at your Spouse's death. If two or more Beneficiaries are named and their shares are not specified in the Beneficiary designation, then the Beneficiaries will share any

insurance proceeds equally. If a primary Beneficiary does not survive your Spouse, their share will be payable to the remaining primary Beneficiaries. One or more contingent Beneficiaries may be named to receive the proceeds in the event that all of the primary Beneficiaries named do not survive your Spouse.

Your Spouse is the Beneficiary for all other proceeds payable. This Beneficiary designation may not be changed. If your Spouse has made an absolute assignment of insurance, then during your Spouse's lifetime those proceeds are payable to the current owner.

PAYMENT OF PROCEEDS FOR PORTABILITY AT DEATH OR DIVORCE

For coverage continued under this provision, a Spouse death benefit is payable if your Spouse dies while the Spouse Life Insurance Rider is in force. Other benefits are payable if a covered loss occurs while coverage is in force, and while your Spouse is living. See the CONVERSION provision of the Children's Life Insurance Rider for information about death benefits payable during the conversion period following your Spouse's death.

To be eligible to receive proceeds, the Beneficiary must be living on the date of your Spouse's or Child's death or loss under any rider. Exception: If your Child dies during the conversion period following your Spouse's death and your Spouse would otherwise have been the Beneficiary, we will pay the Child death benefit proceeds to your Spouse's estate.

If the Beneficiary is eligible to receive proceeds but dies before receiving them, we will pay the proceeds to the Beneficiary's estate. If there is no eligible Beneficiary, we will pay the proceeds to your Spouse's estate.

MISSTATEMENT OF EVIDENCE OF INSURABILITY FOR PORTABILITY AT DEATH OR DIVORCE

If your Spouse's Premium rates are based on Evidence of Insurability as provided on your Spouse's application for portability, and your Spouse has misstated any information requested on the application for portability such that the lower Premium rates would not have been approved by us, then we will adjust your Spouse's Premium to the standard portability Premium rates. Any back Premium due as a result of this adjustment will be required. We will not adjust your Spouse's Premium after coverage has been continued under this rider for two years during your Spouse's lifetime.

GRACE PERIOD FOR PORTABILITY AT DEATH OR DIVORCE

Your Spouse has a grace period of 31 days for the payment of any Premium due. During the grace period coverage will remain in force. If full Premium payment is not received by us by the due date, we will give written notification to your Spouse that if the Premium is not paid by the end of the grace period then all coverage will end on the last day of the grace period. If we fail to give such written notice, coverage will continue in effect until the date such notice is given. We may extend the grace period by giving written notice of such intent to your Spouse, and such notice will specify the date all coverage will terminate if the Premium remains unpaid. Your Spouse is required to pay a pro rata Premium for any period coverage was in force during the grace period. Premium payment is required for any grace period, any extension of such period, and any period for which coverage was in effect and Premium was not paid.

TERMINATION OF PORTABILITY AT DEATH OR DIVORCE

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

- The end of the period for which Premiums are paid if the next Premium is not paid by its due date, subject to the grace period.
- The date your Spouse attains age 70.
- The date your Spouse dies.
- For each Child's coverage, the date the Child is no longer an eligible Child as defined by the Children's Life Insurance Rider. Coverage of a disabled Child ends when there is no longer evidence satisfactory to us that the incapacity is continuing.
- For Children's coverage, the date there are no longer any eligible Children covered under the Children's Life Insurance Rider.

If your Spouse is continuing coverage under this provision and then later your Spouse becomes eligible as an Active Employee under the Policy, then any amount(s) of coverage continued under this rider will be reduced by the amount(s) of coverage your Spouse has as an Active Employee. Any unearned Premiums paid for ported coverage will be refunded.

CONVERSION FOR TERMINATION OF PORTABILITY AT DEATH OR DIVORCE

Your Spouse may convert any life insurance amounts that stop when portability under this provision ends for any reason other than nonpayment of Premium, or your Spouse's death, or your Child reaching the termination age under the Children's Life Insurance Rider. Conversion is also available for any part of Spouse life insurance that reduces due to a Policy change. Conversion is also available for any part of Children's life insurance that reduces due to a Policy change. See the CONVERSION provision of the rider(s). If your Spouse has made an absolute assignment of insurance, only the current owner may apply for conversion under this paragraph.

Your Child may convert any Children's life insurance amount that stops under the Children's Life Insurance Rider due to your Child reaching the termination age under that rider, or when portability under this rider ends due to your Spouse's death. If a Child is too young to contract for life insurance after your Spouse's death, then a parent or a court-appointed guardian of the Child may apply for conversion of that Child's coverage. See the CONVERSION provision of the rider.

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



Michael S. Smith
President



Jennifer M. Ogren
Secretary

**ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) RIDER
RELIASTAR LIFE INSURANCE COMPANY**

20 Washington Avenue South, Minneapolis, Minnesota 55401

POLICYHOLDER: City of Cookeville, Tennessee

GROUP POLICY NUMBER: 69130-5GAT2

Applicable only to Eligible Employees

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

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SCHEDULE OF BENEFITS

BASIC EMPLOYEE AD&D INSURANCE

Basic Employee AD&D Insurance is Noncontributory by Employees.

| Eligible Class(es) | Full Amount |
|-----------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|
| Class 1: All Eligible City Managers and Councilmen | Equal to the amount of Basic Employee Life Insurance |
| Class 2: Department Heads and 1 st Level Supervisors | Equal to the amount of Basic Employee Life Insurance |
| Class 3: 2 nd Level Supervisors, 3 rd Level Supervisors and All Other Employees earning \$20,000 or more annually | Equal to the amount of Basic Employee Life Insurance |
| Class 4: All Other Employees earning \$10,000 but less than \$20,000 annually | Equal to the amount of Basic Employee Life Insurance |
| Class 5: All Other Employees earning less than \$10,000 annually | Equal to the amount of Basic Employee Life Insurance |

Benefit amounts are not rounded.

MAXIMUM AMOUNT OF BASIC EMPLOYEE AD&D INSURANCE

- \$50,000 - Class 1: All Eligible City Managers and Councilmen
- \$40,000 - Class 2: Department Heads and 1st Level Supervisors
- \$30,000 - Class 3: 2nd Level Supervisors, 3rd Level Supervisors and All Other Employees earning \$20,000 or more annually
- \$20,000 - Class 4: All Other Employees earning \$10,000 but less than \$20,000 annually
- \$10,000 - Class 5: All Other Employees earning less than \$10,000 annually

The Basic Employee AD&D Insurance amount will not exceed the Basic Employee life insurance amount in force.

EMPLOYEE BENEFIT REDUCTIONS

Your insurance amount will decrease as follows:

- To 67% of the original amount on your 70th birthday.
- To 50% of the original amount on your 75th birthday.

Reduced insurance amounts are not rounded.

ACCIDENTAL DEATH BENEFIT

| | |
|-----------------------------|---------------------------------------------------------|
| For: Loss of life | Benefit Amount: Full Amount of AD&D Insurance |
|-----------------------------|---------------------------------------------------------|

ACCIDENTAL DISMEMBERMENT BENEFITS

| | |
|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| For: Loss of an Arm Loss of a Leg Loss of a Hand Loss of a Foot | Benefit Amount: 50% of the Full Amount of AD&D Insurance 50% of the Full Amount of AD&D Insurance 50% of the Full Amount of AD&D Insurance 50 % of the Full Amount of AD&D Insurance |
|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

OTHER ACCIDENTAL LOSS BENEFITS

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| For: Loss of Sight in both eyes Loss of Sight in one eye Loss of Speech Loss of Hearing Paralysis of all four limbs Paralysis of three limbs Paralysis of two limbs Paralysis of one limb Coma | Benefit Amount: 100% of the Full Amount of AD&D Insurance 50% of the Full Amount of AD&D Insurance 50% of the Full Amount of AD&D Insurance 50% of the Full Amount of AD&D Insurance 100% of the Full Amount of AD&D Insurance 75% of the Full Amount of AD&D Insurance 50% of the Full Amount of AD&D Insurance 25% of the Full Amount of AD&D Insurance 2% of the Full Amount of AD&D Insurance to a maximum of \$24,000 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Only one Full Amount is payable for any combination of the losses listed above per Covered Person. For example: if the Covered Person has a loss for which the Benefit Amount paid was 50% of the Full Amount of that Covered Person's AD&D Insurance, then the Benefit Amount for that Covered Person's next loss will be no more than 50% of the Full Amount.

ADDITIONAL ACCIDENT BENEFITS

| Benefit: | Additional Amount: |
|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| Safety Belt use | Equal to 10% of the full Benefit Amount for loss of life to a maximum of \$10,000 |
| Airbag use | Equal to 5% of the full Benefit Amount for loss of life to a maximum of \$5,000 |
| Transportation/Repatriation | Equal to 2% of the full Benefit Amount for loss of life to a maximum of \$2,000 |
| Child Care (per child) | Equal to 5% of the full Benefit Amount for loss of life annually up to a total of \$10,000 for all children |
| Child education (per student) | Equal to 5% of the full Benefit Amount for loss of life up to a total of \$3,000 for all students per academic year for up to 4 years |
| Spouse education | Equal to 5% of the full Benefit Amount for loss of life up to a total of \$3,000 per academic year for up to 4 years |
| Occupational assault | Equal to 100% of the full Benefit Amount for the loss to a maximum of \$10,000 |

DEFINITIONS

Accidental Injury means a bodily injury sustained by a Covered Person, which is a direct result of an accident, independent of disease or bodily or mental illness or infirmity or any other cause, and which occurs while the Covered Person's insurance under this rider is in force. Accidental Injury includes bodily injury caused by exposure to the elements when the exposure is a direct result of an accident.

Airbag means a passenger restraint system properly installed in the Automobile in which the Covered Person was riding at the time of the Accidental Injury, which inflates for added protection to the head and chest areas.

Automobile means any self-propelled private passenger vehicle which has four or more tires and which is not being used for commercial purposes.

Child Care means any facility or private care that:

- is licensed as child care by the state,
- provides non-medical care and supervision for children, and
- is not operated by you or a member of your immediate family.

Coma means a state of deep and total unconsciousness from which the comatose person cannot be aroused, as determined by a Doctor, and which continues for a period of 30 days.

Covered Person means:

- You, if you are covered for life insurance under the Policy.

Doctor means a person who is licensed to practice medicine in the state in which treatment is received and providing treatment or advice in accordance with the license. State law may require consideration of professional services of a practitioner other than a medical physician. If so, then this definition includes persons recognized as qualified to treat the condition for which claim is made by the state in which treatment is received. This definition does not include you or your spouse, or your or your spouse's children, parents, grandparents, grandchildren, siblings and their spouses.

Loss of a Foot means the foot is permanently severed from the body at or above the ankle but below the knee.

Loss of a Hand means the hand is permanently severed from the body at or above the wrist, but below the elbow. Loss of a Hand includes loss of the thumb and index finger of the same hand where the thumb and index finger are permanently severed through or above the metacarpophalangeal joints (i.e. the third joint from the tip of the finger or the second joint from the tip of the thumb).

Loss of a Leg means the leg is permanently severed from the body at or above the knee.

Loss of an Arm means the arm is permanently severed from the body at or above the elbow.

Loss of Hearing means the entire and irrevocable loss of hearing in both ears, as determined by a Doctor.

Loss of Sight means permanent and uncorrectable loss of sight in an eye, as determined by a Doctor. The visual acuity must be 20/200 or worse in the eye, or the field of vision must be less than 20 degrees.

Loss of Speech means the entire and irrevocable loss of speech as determined by a Doctor.

Paralysis means the total impairment of voluntary movement and sensory function of a limb (arm or leg), without severance, and the paralysis is determined by a Doctor to be permanent, complete and irreversible.

Safety Belt means a passenger restraint system properly installed in the Automobile in which the Covered Person was riding at the time of the Accidental Injury, which consists of a belt or strap.

GENERAL PROVISIONS

ELIGIBILITY

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

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

EFFECTIVE DATE

For Noncontributory coverage, each Covered Person will be covered at 12:01 a.m. standard time at the Policyholder's address on the date the Covered Person is eligible for coverage.

EFFECTIVE DATE OF CHANGES TO COVERAGE

Once AD&D coverage begins, any increased or additional coverage will take effect on the latest of the following:

- The date of the increased or additional coverage, if you are in Active Employment.
- The date you return to Active Employment, if you are not in Active Employment on the date the increased or additional coverage would otherwise start.

Any decrease in coverage other than benefit reductions noted on the SCHEDULE OF BENEFITS will take effect immediately but will not affect a payable claim that occurs prior to the decrease.

TERMINATION

This rider will terminate on the earliest of the following:

- The date your life insurance terminates.
- The date this rider is terminated for all Employees under the Policy.
- The end of the period for which Premiums for this rider are paid if the next Premium is not paid by its due date, subject to the grace period.
- The date you voluntarily cancel this rider in Writing, as allowed by the Employer unless prohibited by federal and state law.
- The date you retire from Active Employment with the Employer.

- The date a claim is approved under the Waiver of Premium Rider.

Termination will not prejudice the payment of benefits for a covered loss caused by an Accidental Injury that occurs while the Covered Person is insured under this rider.

CONVERSION

When coverage under this rider terminates, conversion of AD&D coverage to an individual policy is not available.

INCONTESTABILITY

Any statement made by you is considered a representation and not a warranty. Except for fraud, we will not use such statement to contest insurance under this rider after it has been in force for two years during the Covered Person's lifetime. Except for fraud, we will not use such statement to contest an increase or benefit addition to such insurance, after the increase or benefit has been in force for two years during the Covered Person's lifetime. Fraud in the procurement of coverage under the Policy is only contestable after the coverage has been in force for two years from its effective date when permitted by applicable law in the governing jurisdiction.

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

CONFORMITY WITH INTERSTATE INSURANCE PRODUCT REGULATION COMMISSION STANDARDS

This rider was approved under the authority of the Interstate Insurance Product Regulation Commission and issued under the Commission standards. Any provision of this rider which, on the provision's effective date, conflicts with Interstate Insurance Product Regulation Commission standards for this product type, is automatically amended to conform to the Interstate Insurance Product Regulation Commission standards for this product type as of the provision's effective date.

AD&D BENEFITS

We will pay an AD&D benefit according to the SCHEDULE OF BENEFITS if a Covered Person suffers a covered loss (as described below) as the result of an Accidental Injury. The Covered Person must be insured under this rider on the date of the Accidental Injury, and the cause of the loss must not be excluded.

If any benefit described below indicates that it is payable to you if living, and you are not the current owner of coverage under the Certificate or riders on the date of the loss, then those benefit proceeds are payable to the current owner. See the Portability Rider for information about the eligible Beneficiary for continued coverage after your death or divorce.

Accidental Death

A benefit is payable to the Beneficiary if an Accidental Injury causes a Covered Person's death within 180 days of the Accidental Injury. See the Certificate and riders for more information about the Beneficiary.

We will presume that the Covered Person died as a result of Accidental Injury if all of the following are true:

- The conveyance in which the Covered Person was traveling (including but not limited to an automobile, airplane, ship or train) disappears, sinks or is wrecked.
- The body of the Covered Person is not found.
- A reasonable period of time, but not more than 365 days has lapsed from the later of the date the conveyance was scheduled to arrive at its destination or the date the Covered Person was reported missing to the authorities.

If we pay an Accidental Death benefit due to the Covered Person's disappearance and it is later found that the Covered Person is alive, the benefits paid must be refunded to us.

Accidental Dismemberment

A benefit is payable if an Accidental Injury causes a Covered Person's loss of a covered limb or appendage within 180-365 days of the Accidental Injury. The types of and benefit amounts for covered Accidental Dismemberment losses

are shown on the SCHEDULE OF BENEFITS. Accidental Dismemberment benefits are payable to you if living, otherwise to the Beneficiary.

If Accidental Injury causes more than one loss to the same covered limb or appendage, only the largest benefit for the loss will be payable.

Other Accidental Loss

A benefit is payable if an Accidental Injury causes a Covered Person's loss as described below. The benefit amounts for these covered losses are shown on the SCHEDULE OF BENEFITS. These benefits are payable to you if living, otherwise to the Beneficiary.

Loss of Sight: The Covered Person has a Loss of Sight in one or both eyes, and the Loss of Sight is continuous for 180 days following the date the Loss of Sight began.

Loss of Speech: The Covered Person has a Loss of Speech that is continuous for 180 days following the date the Loss of Speech began.

Loss of Hearing: The Covered Person has a Loss of Hearing in both ears, and the Loss of Hearing is continuous for 180 days following the date the Loss of Hearing began.

Paralysis: The Covered Person has Paralysis of one or more limbs. Only one Paralysis benefit is payable per Accidental Injury.

Coma: The Covered Person is in a Coma that is continuous for 30 days following the date the Coma began.

Additional Accident Benefits

When a benefit is payable under this rider for Accidental Death, Accidental Dismemberment or Other Accidental Loss, an Additional Accident Benefit may be payable under the terms described below. The additional benefit amounts are shown on the SCHEDULE OF BENEFITS. These benefits are payable to you if living, otherwise to the Beneficiary.

Safety Belt use: The Accidental Injury causing death occurs while the Covered Person is riding in an Automobile equipped with Safety Belts, and the Covered Person was wearing a properly fastened Safety Belt at the time of the Accidental Injury.

If the accident report or other accident records can't verify the Safety Belt use, and payment of this benefit would not otherwise be excluded, then a flat benefit amount of \$1,000 is payable.

This benefit is not payable if the death was caused or contributed to by any use of intoxicating liquors, marijuana, narcotic drugs, depressants or similar substances, whether or not prescribed by a Doctor, by the Covered Person or by the driver of the Automobile in which the Covered Person was riding.

Airbag use: The Accidental Injury causing death occurs while the Covered Person is riding in an Automobile equipped with an Airbag for the Covered Person's seat in which the Airbag for the Covered Person's seat operated properly upon impact at the time of the Accidental Injury. The Covered Person must also have been wearing a properly fastened Safety Belt at the time of the Accidental Injury.

If the accident report or other accident records can't verify the Airbag use, and payment of this benefit would not otherwise be excluded, then a flat benefit amount of \$1,000 is payable.

This benefit is not payable if the death was caused or contributed to by any use of intoxicating liquors, marijuana, narcotic drugs, depressants or similar substances, whether or not prescribed by a Doctor, by the Covered Person or by the driver of the Automobile in which the Covered Person was riding.

Transportation/Repatriation: The Covered Person's accidental death occurs at least 100 miles from the Covered Person's primary residence.

Child Care: Your dependent child under age 13 is enrolled in Child Care within 31 days of the date of your death for which a benefit is payable under this rider. You or the Beneficiary must provide proof annually that your child remains eligible. Benefits will stop when your child is no longer eligible.

If you do not have an eligible dependent child, a flat benefit amount of \$1,000 is payable.

Child education: Your dependent child 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 for which a benefit is payable under this rider. To be considered full-time, your child's full-time school attendance must be 6 months or more in each annual period following the loss. Benefits are payable at the end of each annual period following the loss. You or the Beneficiary must provide proof annually that your child remains eligible. Benefits will stop when your child is no longer eligible.

A dependent child for this benefit has the same meaning as a Child under the Children's Life Insurance Rider.

Spouse education: Your spouse 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 for which a benefit is payable under this rider. To be considered full-time, your spouse's full-time school attendance must be 6 months or more in each annual period following the death. Benefits are payable at the end of each annual period following the death. The Beneficiary must provide proof annually that your spouse remains eligible. Benefits will stop when your spouse is no longer eligible.

A spouse for this benefit has the same meaning as a Spouse under the Spouse Life Insurance Rider.

Occupational assault: Your loss for which a benefit is payable under this rider is the result of an intentional and unlawful act of physical violence directed at you by another person while you were performing assigned duties of your employment with the Employer. A report of criminal activity must be filed by you or on your behalf with the appropriate law enforcement authority within 48 hours of the assault. If an occupational assault benefit would be otherwise payable for the same loss, then only the larger of the benefits will be payable.

NOTICE OF CLAIM AND PROOF OF LOSS

You or the Beneficiary must send us written notice of claim within 90 days after the date of loss. Failure to give notice within 90 days will not invalidate or reduce any claim if it is shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.

Notice of claim includes proof of loss. Proof of loss for a death claim consists of a certified copy of the Covered Person's death certificate or other lawful evidence providing equivalent information, and proof of the claimant's interest in the proceeds. Proof of loss for any other claim consists of information from the Covered Person's Doctor, at your expense, regarding the Covered Person's loss that is covered under this rider. We may require additional information from the Employer in order to verify eligibility. Proof of loss, including any attachments indicated on the claim form(s) as required, should be sent directly to us at the address indicated on the form(s). A claim form is available from the Employer or us.

We will review proof of loss we receive in order to determine our liability and the correct payee(s).

PHYSICAL EXAMINATION

We may require the Covered Person to be examined, at our expense, by one or more Doctors or other medical practitioners of our choice. We can require an examination as often as it is reasonable to do so for the duration of a claim.

EXCLUSIONS

Benefits under this rider are not payable for any loss caused or contributed to by any of the following:

- Suicide or attempted suicide, or intentionally self-inflicted injury, regardless of mental capacity.
- Disease or infirmity of mind or body, or medical and surgical treatment for such disease or infirmity.
- An infection, other than an infection that is a direct result or consequence of an Accidental Injury.

- War or any act of war, whether declared or undeclared, other than acts of terrorism.
- Accidental Injury that occurs while on full-time active duty as a member of the armed forces of any country or subdivision thereof. We will refund, upon written notice of such service, any Premium that has been accepted under this rider for any period not covered as a result of this exclusion.
- Active participation in a riot, insurrection or terrorist activity.
- Committing or attempting to commit a felony.
- Participation in an illegal occupation or activity.
- Intoxication as defined by the jurisdiction where the accident occurred.
- Voluntary intake or use by any means of any drug, other than those prescribed or administered by a Doctor and taken in accordance with the Doctor's instructions or an over-the-counter drug taken in accordance with the manufacturer's instructions.
- Voluntary intake or use by any means of poison, gas or fumes, unless a direct result of an occupational accident.
- Travel in or descent from an aircraft, if the Covered Person acted in a capacity other than as a passenger.
- Travel in an aircraft or device used for testing or experimental purposes, used by or for any military authority, used for travel beyond the earth's atmosphere.
- Riding in or driving an air, land or water vehicle in a race, speed or endurance contest.

Benefits under this rider are not payable for loss caused or contributed to by a Covered Person's Accidental Injury that occurs while the Covered Person is incarcerated.

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



Michael S. Smith
President



Jennifer M. Ogren
Secretary