YOUR CRITICAL ILLNESS INSURANCE PLAN

For Employees of City of San Jose

GROUP CRITICAL ILLNESS INSURANCE CERTIFICATE OF COVERAGE RELIASTAR LIFE INSURANCE COMPANY

20 Washington Avenue South, Minneapolis, Minnesota 55401

Claims: 888-238-4840 Customer Service: 800-537-5024

POLICYHOLDER: City of San Jose

GROUP POLICY NUMBER: 68492-9CCI

POLICY EFFECTIVE DATE: January 1, 2015

GOVERNING JURISDICTION: California

This is a supplement to health insurance. It is not a substitute for hospital or medical expense insurance, a health maintenance organization (HMO) contract, or major medical expense insurance.

THIS IS LIMITED BENEFIT COVERAGE.

Benefits are paid for Critical Illnesses as defined in the Certificate.

This certificate provides benefits for Cancer and Carcinoma In Situ. Skin cancers are not considered invasive Cancer for the purposes of this Certificate, with the exception of malignant melanoma diagnosed as having penetrated through the layers of the skin into the underlying tissue. Carcinoma In Situ, pre-malignant conditions and polyps also are not considered Cancer in this Certificate. Skin cancers are not considered Carcinoma In Situ for the purposes of this Certificate, with the exception of malignant melanoma diagnosed as having extended to the bottom of the papillary dermis. Pre-Malignant conditions and polyps also are not considered Carcinoma In Situ in this Certificate.

ReliaStar Life Insurance Company (We, Us, Our) 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. **This is Your Certificate as long as You are eligible for coverage and You become insured. Please read it carefully and keep it in a safe place.** This Certificate replaces any other Certificates We may have given You under the Policy.

This Certificate summarizes and explains the parts of the Policy which apply to You. The Certificate is part of the group Policy but by itself is not a 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.

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.

The coverage under the Policy is conditionally renewable according to the terms and provisions of the Policy.

Notice to buyer: This is a specified disease Certificate. This Certificate provides limited benefits. Benefits provided are supplemental and are not intended to cover medical expenses.

Pre-Existing Condition limitations or exclusions and other limitations or exclusions may apply. Please read Your Certificate carefully. Benefits may also be limited or reduced based on the attainment of certain ages.

RIGHT TO EXAMINE CERTIFICATE

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If You contribute to the cost of Your coverage, and You are age 65 or older, You may cancel Your coverage for any reason within 30 days after Your receipt of Your initial Certificate of coverage under the Policy, provided no benefits have been paid. Contact the Policyholder to cancel Your coverage and receive any premium refund.

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

President Secretary

RL-CI3-CERT-12-CA-R 1 B-15103 (09/14)

RELIASTAR LIFE INSURANCE COMPANY P.O. Box 20, Minneapolis, Minnesota 55440

CONSUMER NOTICE

If You have a question about Your Policy, if You need assistance with a problem, or if You have questions about a claim, You may write to Us at the above address or call 800-955-7736.

You will need to provide Your Policy number with any communication.

If You do not reach a satisfactory resolution after having discussions with Us, or Our agent or representative, or both, You may contact the following unit within the Department of Insurance that deals with consumer affairs:

California Department of Insurance Consumer Communications Bureau 300 South Spring Street, South Tower Los Angeles, California 90013

Outside Los Angeles: 1-800-927-HELP (1-800-927-4357) Los Angeles: (213) 897-8921

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OUTLINE OF CRITICAL ILLNESS INSURANCE COVERAGE

Insurance coverage is provided by ReliaStar Life Insurance Company

This is a supplement to health insurance. It is not a substitute for hospital or medical expense insurance, a health maintenance organization (HMO) contract, or major medical expense insurance. This outline is only a summary of certain provisions in your certificate. You must consult the policy, certificate and any riders for contract provisions regarding coverage.

ELIGIBILITY, EFFECTIVE Section(s) of Certificate

Eligibility, Effective and Termination Dates

TERMINATION, PORTABILITY Termination and Portability

PREMIUM Schedule of Benefits

BENEFITS Schedule of Benefits

Benefits Provision

ELIGIBILITY, EFFECTIVE Exclusions

Limitations

SCHEDULE OF BENEFITS

EMPLOYER: City of San Jose

GROUP POLICY NUMBER: 68492-9CCI

INSURED PERSON:

You must write Your name in the space provided so that it becomes Your Certificate. The date You are eligible for coverage is described in the GENERAL PROVISIONS section.

ELIGIBLE CLASS(ES)

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

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

Employees who are not citizens or legal residents of the United States are excluded from coverage.

Temporary and seasonal workers are excluded from coverage.

MINIMUM HOURS REQUIREMENT

20 hours per week

ELIGIBILITY WAITING PERIOD

For persons in an eligible class on or before the Policy effective date: End of month in which You begin Active Employment.

For persons entering an eligible class after the Policy effective date: End of month in which You begin Active Employment.

WAIVER OF ELIGIBILITY WAITING PERIOD

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 PRIOR SERVICE

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

WHO PAYS FOR THE COVERAGE

You pay the cost of Your coverage.

MAXIMUM BENEFIT AMOUNT

Choice of \$10,000 or \$20,000 or \$30,000

CRITICAL ILLNESS BENEFITS

Critical Illness Module:

Covered Illness	Percent of Maximum Benefit Amount Payable
Heart Attack	100%
Stroke	100%
End Stage Renal Failure	100%
Coronary Artery Bypass	25%
Coma	100%
Major Organ Failure	100%
Permanent Paralysis	100%
Permanent Paralysis	100%

Cancer Module:

Covered Illness Percent of Maximum Benefit Amount Payable

Cancer 100%
Carcinoma in Situ (CIS) 25%
Skin Cancer 10%

Benefits reduce 50% on the Policy anniversary following Your 70^{th} birthday; however, premiums do not reduce as a result of this benefit change.

DEFINITIONS

Active Employment means You are working for the Employer for earnings that are paid regularly. 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.

Cancer means a group of diseases characterized by the uncontrolled growth and/or spread of abnormal cells. Cancer is limited to malignancies of solid tissue, blood or lymph tissue and includes leukemia, lymphoma and Hodgkin's disease.

The diagnosis of Cancer is generally made by examining tissue under a microscope. This requires looking at the suspect tumor, tissue or specimen at the microscopic level such that malignancy may be determined using established medical standards for cancer diagnosis. In some circumstances, a cancer diagnosis can be made on a clinical basis. If your physician makes a diagnosis of invasive cancer based on our determination of sound clinical judgment or by examining tissues under a microscope, then we will consider you for benefits under this contract. There are two exceptions to receiving benefits under the "Cancer" section of this policy and they include:

- **Skin cancer** is considered for separate benefits under this policy if you have opted for those benefits. For a definition of skin cancer, see the section below titled "Skin Cancer".
- Carcinoma in Situ (see definition below) is considered for separate benefits under this contract if you have opted for those benefits. For a definition of Carcinoma in Situ (CIS) see the section below titled "Carcinoma in Situ". CIS includes but is not limited to Ductal Carcinoma in Situ (DCIS) of the breast, Lobular Carcinoma in Situ (LCIS) of the breast, in Situ and premalignant lesions of the prostate, and any other tumors that are diagnosed as Carcinoma in Situ.

Carcinoma in Situ (CIS)) means tumor cells tending toward malignancy but that do not invade the underlying tissue or have the ability to spread beyond the site from which they originate (e.g. malignant cells confined to the epithelium without penetration of the basement membrane). Because this cannot be diagnosed on a clinical basis, a biopsy must be performed and examined by a physician familiar with the microscopic diagnoses of CIS for us to consider it for benefits.

For the purposes of this policy, **CIS** of the skin will not be considered for benefits. All other tumors that are diagnosed as carcinoma in situ to include melanoma in situ will be considered for benefits under this policy.

Certificate means the document that explains the parts of the Policy which apply to eligible Insured Persons. It may include riders, endorsements or amendments.

Coma means a Coma resulting from a severe traumatic brain injury that results in a continuous state of profound unconsciousness lasting for a period of 14 or more consecutive days, characterized by having a Glasgow scale of 3; defined as the absence of:

- Eye opening;
- Verbal response; and
- Motor response.

The condition must require intubation for respiratory assistance.

Coronary Artery Bypass means coronary artery disease that has been clinically diagnosed and requires You to undergo a surgical procedure to open a blockage of one or more coronary arteries using venous or arterial grafts.

Coronary Artery Bypass does not include balloon angioplasty, placement of intravascular stent, laser relief or other like procedures.

Critical Illness means any of the following as defined:

- Cancer:
- Carcinoma in Situ;
- Coma:
- · Coronary Artery Bypass;
- End Stage Renal (Kidney) Failure;
- Heart Attack;
- Major Organ Failure;
- Permanent Paralysis;
- Skin Cancer: or
- Stroke.

Doctor means a person other than You or any family member, 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 doctor. 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.

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 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.

End Stage Renal (Kidney) Failure means chronic, irreversible failure of the kidneys requiring regular hemodialysis or peritoneal dialysis (at least weekly) in order to sustain life or renal transplantation is performed. This definition includes You being placed on the UNOS (United Network for Organ Sharing) list for a renal transplant.

Heart Attack means an acute myocardial infarction (death of an area of heart muscle) that was caused by a blockage of one or more coronary arteries. The medical evidence must be consistent with the diagnosis of heart muscle death. Significant electrocardiogram (EKG) changes must be seen and one or both of the following must confirm the acute myocardial infarction (Heart Attack):

- A clinical picture of myocardial infarction with cardiac enzyme changes found in the blood (elevated CK-MB isoenzyme fraction or elevated troponins).
- Confirmatory imaging test such as a nuclear imaging test or echocardiogram that is consistent with a myocardial infarction.

Diagnosis must be made by a licensed cardiologist or another Doctor familiar with Heart Attack diagnosis.

Hospital means an institution that is run for the care and treatment of sick or injured persons as in-patients and which, on its premises or in facilities available to the Hospital on a pre-arranged basis, fully meets each of the following requirements:

- It is operated in accordance with the laws pertaining to hospitals in the jurisdiction in which it is located.
- It is under the supervision of a medical staff and has one or more Doctors available at all times.
- It provides 24 hours a day service by registered graduate nurses (RNs).
- It is not an institution or any part of an institution used as: a hospice unit, including any bed designated as a hospice or a swing bed; a convalescent home; a rest or nursing facility; a free-standing surgical center; a rehabilitative facility; an extended-care facility; a skilled nursing facility; or a facility primarily affording custodial, educational care, or care or treatment for persons suffering from mental diseases or disorders, or care for the aged, or drug or alcohol addiction.

Insured Person means any person covered under the Policy.

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.

Major Organ Failure means a clinical diagnosis of a major organ failure of the liver, both lungs, pancreas or heart resulting in You being placed on the UNOS (United Network for Organ Sharing) list for a transplant.

Permanent Paralysis means total and permanent loss of the use of two or more limbs (arms or legs or combination) due to accident or sickness for a continuous period of at least 60 days.

Permanent Paralysis does not include paralysis as the result of a Stroke.

Diagnosis must be made by a licensed Doctor familiar with Permanent Paralysis diagnosis.

Policy means the written group insurance contract between Us and the Policyholder.

Policyholder means the Employer to whom the Policy is issued and who sponsors the coverage for its Employees.

Pre-Existing Condition means any medical condition for which You have been diagnosed or treated within the 12 month period prior to Your coverage effective date.

Skin Cancer means tumor cells tending toward malignancy and which invade the underlying tissue.

Because skin cancer can often not be confirmed without a tissue sample being evaluated under a microscope (biopsy), we will only consider for benefits those skin cancers that have been biopsied and examined under a microscope by a physician experienced in the diagnosis of such specimens.

Skin Cancer includes:

- Basal cell carcinoma and squamous cell carcinoma;
- Carcinoma of the skin; and
- Melanoma that is diagnosed as Breslow's classification less than 0.75mm. Melanoma that is deeper than 0.75mm is considered for benefits under the "Cancer" section. For a definition of cancer see the section above titled "Cancer".

Stroke means an acute cerebral event including infarction of brain tissue, cerebral and subarachnoid hemorrhage, cerebral embolism and cerebral thrombosis. The diagnosis of Stroke shall be based on confirmatory neuroimaging studies and evidence of persistent neurological impairment confirmed by a neurologist or a Doctor familiar with the diagnosis of Stroke at least 30 days after the event.

Stroke does not include:

- Temporary neurological deficits lasting less than 24 hours that result from a variety of causes; can be a precursor to stroke; but, does not result in infarction/death of brain tissue.
- Ischemic disorders of the vestibular system.
- Brain injury related to trauma or infection.
- Brain injury associated with hypoxia/anoxia or hypotension.

We, Us and Our means ReliaStar Life Insurance Company.

You and Your means an Employee who is eligible for coverage under the Policy.

GENERAL PROVISIONS

ELIGIBILITY

If You are working for the Employer 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.

EFFECTIVE DATE OF COVERAGE

You will be covered at 12:01 a.m. standard time at the Policyholder's address on the latest of the following:

- The date You are eligible for coverage, if You apply for coverage on or before that date.
- The date You apply for coverage.
- The date You return to Active Employment, if You are not in Active Employment when Your coverage would otherwise become effective. Exception: Coverage starts on a non-working day if You were in Active Employment on Your last scheduled working day before the non-working day. Non-working days include time off for the following: vacations, personal holidays, weekends and holidays, and paid time off for nonmedical-related absences.

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 or if You are on a covered.
- The date You return to Active Employment, if You are not in Active Employment due to injury or sickness.

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 You are not in Active Employment due to injury or sickness on the date the Employer changes insurance carriers to Our Policy, and You were covered under the prior policy at the time the Employer's coverage under Our Policy became effective, We will provide continuity of coverage under Our Policy. In order for this provision to apply, the prior policy's coverage must be similar to Our Policy.

If You are not in Active Employment due to injury or sickness on the effective date of Our Policy, and You would otherwise be eligible to become insured under Our Policy, We will provide limited coverage under Our Policy. Coverage under this provision will begin on Our Policy effective date and will continue until the earliest of the following:

- The date You return to Active Employment.
- The end of any period of continuance or extension provided under the prior policy.
- The date coverage would otherwise end, according to the provisions of Our Policy.

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

Any benefits payable under this provision will be paid as if the prior policy had remained in force. We will reduce Our payment by any amount for which the prior carrier is liable.

If Your coverage ends under this provision, or if You were not covered under the Employer's prior policy on the date that policy terminated, the EFFECTIVE DATE OF COVERAGE provision under Our Policy will apply.

CREDIT FOR PRE-EXISTING CONDITIONS

We may pay benefits if Your Critical Illness results from a Pre-Existing Condition if both of the following are true:

- You were insured for critical illness insurance under the Employer's prior policy at the time the Employer changed insurance carriers to Our Policy.
- You have been continuously covered under Our Policy from Our Policy effective date through the date the loss occurs.

In order to receive benefits, You must satisfy the Pre-Existing Condition provision under either Our Policy or under the prior policy, if benefits would have been paid had that policy remained in force.

If You satisfy the Pre-Existing Condition provision of Our Policy, We will determine Your benefits according to Our Policy's provisions.

If You do not satisfy the Pre-Existing Condition provision of Our Policy, but You do satisfy the prior policy's pre-existing condition provision, then both of the following apply:

- The benefit will be the lesser of:
 - the benefit that would have been payable under the terms of the prior policy had it remained in force.
 - the benefit under Our Policy.
- Benefits will end on the earlier of:
 - the date benefits end under Our Policy, as described under the TERMINATION OF COVERAGE provision.
 - the date benefits would have ended under the prior policy if it had remained in force.

If You do not satisfy either Our Policy's or the prior policy's Pre-Existing Condition provision, We will not make any payments.

We will require proof that You were insured under the prior policy. All other provisions of Our Policy will apply.

LEAVE OF ABSENCE

If You are on an Employer-approved Leave of Absence after coverage becomes effective under the Policy, and if premiums are paid, Your coverage may be continued beyond the date You are no longer in Active Employment, limited to the time periods described below.

If You are on a Leave of Absence as described under the Family and Medical Leave Act of 1993 ("FMLA") or applicable state family and medical leave law ("State FML"), and the Employer's Human Resource Policy provides for continuation of the type of coverage provided under the Policy during an FMLA or State FML Leave of Absence, Your coverage will be continued until the end of the later of:

- The leave period permitted by the federal Family and Medical Leave Act of 1993 and any amendments.
- The leave period permitted by applicable state law.

If You are on a Leave of Absence other than an FMLA or State FML Leave of Absence, and if premium is paid, Your coverage will be continued through the end of 12 months in which the Leave of Absence begins.

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, Your coverage may be continued until the end of the later of:

- The length of time Your coverage may be continued under the Certificate for an FMLA or State FML Leave of Absence.
- The length of time Your coverage may be continued under the Certificate for a Leave of Absence other than an FMLA or State FML Leave of Absence.

If the Employer has approved more than one type of Leave of Absence for You during any one period that You are not in Active Employment, We will consider such leaves to be concurrent for the purpose of determining how long Your coverage may continue under the Policy.

If Your 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, Your coverage will be reinstated effective the date You return to Active Employment.

If Your coverage is not continued during a Leave of Absence for active military service, and You return to Active Employment, Your coverage may be reinstated in accordance with USERRA and applicable state law.

In no event will Your coverage under the Policy be continued beyond the date Your coverage would otherwise end according to the terms of the TERMINATION OF COVERAGE provision.

TERMINATION OF COVERAGE

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

- The date the Policy is canceled.
- 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 coverage.
- The end of the period for which You paid premiums, if You stop making a required premium contribution, subject to the grace period.
- The end of the grace period after a premium due date, if premium is not paid.
- The last day You are in Active Employment except as provided under a covered Leave of Absence.

Termination of Your coverage will be without prejudice to any claim originating prior to the effective date of such termination.

POLICY CANCELLATION

We may cancel this Policy at any time by written notice delivered to the Policyholder, or mailed to the Policyholder's last address as shown on Our records, stating when, not less than 31 days thereafter, such cancellation shall be effective. The Policyholder may cancel this Policy at any time by written notice delivered or mailed to Us at Our home office, effective on receipt or on such later date as may be specified in the notice. In the event of such cancellation by either Us or by the Policyholder, We shall promptly return on a prorata basis the unearned premium paid, if any, and the Policyholder shall promptly pay on a prorata basis the earned premium which has not been paid. (In computing the prorata premium to be returned by Us or to be paid by the Policyholder, any discounts in premium or premium rate actually allowed to the Policyholder because of the longer periods for which premiums, at the time of the cancellation, had been paid or agreed to be paid shall be disregarded, and the prorata return or payment of premium will be computed upon the basis of Our regular and customary premium or premium rate for the coverage of this Policy.) Such cancellation shall be without prejudice to any claim originating prior to the effective date of such cancellation.

PORTABILITY

Portability means You have the option to continue Your coverage after it would otherwise terminate, if certain conditions are met.

To continue Your coverage, You must apply for portability and pay the first premium within 31 days of the date Your coverage would otherwise terminate due to any of the following:

- You retire or terminate employment with the Employer, if coverage remains in effect under the Policy for other Insured Persons.
- The Policyholder cancels coverage under the Policy for all Insured Persons, and does not replace it with a similar insurance plan.
- You are no longer eligible for coverage under the Policy.

You can decrease but not increase the ported coverage amount. Ported coverage is subject to all the terms of the Policy and this Certificate.

Premiums will be billed directly to You. 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 60 days written notice to You.

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

- The end of the period for which You paid premiums, if You stop making a required premium contribution, subject to the grace period.
- The date You die.
- The date the Policy is canceled and coverage for all Insured Persons under the Policy terminates, upon 60 days written notice of cancellation.

GRACE PERIOD

A grace period of 60 days will be granted for the payment of premiums accruing after the first premium, during which grace period the Policy shall continue in force, but the Policyholder shall be liable to Us for the payment of the premium accruing for the period the Policy continues in force.

If You are on portability, You also have a grace period of 60 days for the payment of any premium due. During the grace period Your coverage will remain in force, but You shall be liable to Us for the payment of the premium accruing for the period Your coverage remains in force.

TIME LIMIT ON CERTAIN DEFENSES

After three years from Your effective date of coverage under the Policy, no misstatements, except fraudulent misstatements made by You in Your application for coverage shall be used to contest Your coverage or to deny a claim for loss incurred after the expiration of the three-year period.

No claim for loss incurred after three years from the effective date of Your coverage shall be reduced or denied on the ground that a disease or physical condition, not excluded from coverage by name or specific description effective on the date of loss, had existed prior to the effective date of Your coverage.

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.

MISSTATEMENT OF AGE

If Your age has been misstated, all amounts payable to You under the Policy shall be such as the premium paid would have purchased at the correct age.

NOTICE OF CLAIM

Written notice of claim must be given to Us within 30 days after the occurrence or commencement of any loss covered by the Policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of You to Us at P.O. Box 20, Minneapolis, Minnesota 55440 or to Our authorized agent, with information sufficient to identify You, shall be deemed notice to Us.

CLAIM FORMS

Upon receipt of a notice of claim, We or the Employer will furnish to You such forms as are usually furnished by Us for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice, You shall be deemed to have complied with the requirements of the Policy as to proof of loss upon submitting, within the time fixed in the Policy for providing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

PROOFS OF LOSS

Written proof of loss must be furnished to Us within 90 days after the date of such loss. Failure to submit such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of Your legal capacity, later than one year from the time proof is otherwise required.

TIME OF PAYMENT OF CLAIMS

Indemnities payable under the Policy will be paid to You as they accrue immediately upon receipt of due written proof of such loss.

PHYSICAL EXAMINATION

At Our expense, We shall have the right and opportunity to require You to be examined as it relates to the Injury that is the basis of the claim. We can require such examination when and as often as We may reasonably require during the pendency of a claim.

LEGAL ACTIONS

No action at law or in equity shall be brought to recover on the Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the Policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

OTHER INSURANCE WITH US

You may only have one Policy or Certificate, elected by You, that provides Critical Illness benefits through Us. If more than one Policy or Certificate is issued by Us, only one Policy or Certificate will remain in force and the premiums for the other(s) will be refunded.

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 STATE STATUTES

Any provision of the Policy which, on the Policy effective date and each subsequent Policy anniversary date, conflicts with any law that applies in the jurisdiction where the Policy is issued, is automatically amended to conform to the minimum requirements of such law.

CHANGES TO POLICY OR CERTIFICATE

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

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

CRITICAL ILLNESS BENEFITS

Benefits are payable up to the maximum benefit amount shown on the SCHEDULE OF BENEFITS for <u>each</u> module. Payment of the full benefit amount from one module will not impact the available maximum benefit amount for the other module.

Any partial benefits paid will not reduce the available maximum benefit amount for that module.

CRITICAL ILLNESS MODULE

We will pay the maximum benefit amount shown on the SCHEDULE OF BENEFITS for the Critical Illness module as follows:

BENEFITS FOR COMA, END STAGE RENAL (KIDNEY) FAILURE, HEART ATTACK, PERMANENT PARALYSIS and STROKE are payable when We receive due proof of such condition which is <u>diagnosed</u> after Your coverage effective date (including the effective date of any changes to coverage).

BENEFITS FOR MAJOR ORGAN FAILURE are payable when We receive due proof of a Major Organ Failure which is <u>diagnosed</u> after Your coverage effective date (including the effective date of any changes to coverage).

If You are on the UNOS (United Network for Organ Sharing) list for a combined transplant only one benefit will be payable.

Failure of the function of the kidney, resulting in You being placed on the UNOS list, is payable under the End Stage Renal (Kidney) Failure benefit.

BENEFITS FOR CORONARY ARTERY BYPASS are payable when We receive due proof of Coronary Artery Bypass which is <u>diagnosed</u> after Your coverage effective date (including the effective date of any changes to coverage).

CANCER MODULE

We will pay the maximum benefit amount shown on the SCHEDULE OF BENEFITS for the Cancer module as follows:

BENEFITS FOR CANCER AND SKIN CANCER are payable when We receive due proof of Cancer which is <u>diagnosed</u> after Your coverage effective date (including the effective date of any changes to coverage).

BENEFITS FOR CARCINOMA IN SITU are payable when We receive due proof of Carcinoma In Situ which is <u>diagnosed</u> after Your coverage effective date (including the effective date of any changes to coverage).

Benefits reduce 50% on the Policy anniversary following Your 70th birthday; however, premiums do not reduce as a result of this benefit change.

EXCLUSIONS AND LIMITATIONS

EXCLUSIONS

Benefits are not payable for any Critical Illness caused in whole or directly by any of the following:

- Participation or attempt to participate in a felony or being engaged in an illegal occupation.
- Suicide, attempted suicide or any intentionally self-inflicted injury, while sane or insane.
- War or any act of war, whether declared or undeclared (excluding acts of terrorism).
- Loss sustained while on active duty as a member of the armed forces of any nation. However, We will refund,
 upon written notice of such service, any premium which has been accepted for any period not covered as a
 result of this exclusion. Active duty does not include national guard/reserve service or ready reserve unless
 called up to active service.
- Being intoxicated or under the influence of any controlled substance unless administered on the advice of a Doctor.

PRE-EXISTING CONDITION LIMITATION

For the first 12 months following Your coverage effective date (including the effective dates of any increases to coverage), We will not pay benefits for any condition or illness resulting from a Pre-Existing Condition. Following the satisfaction of the Pre-Existing Condition limitation time period, benefits for a Pre-Existing Condition are the same as benefits for any eligible condition.

SPOUSE CRITICAL ILLNESS RIDER

RELIASTAR LIFE INSURANCE COMPANY 20 Washington Avenue South, Minneapolis, Minnesota 55401

POLICYHOLDER: City of San Jose
GROUP POLICY NUMBER: 68492-9CCI

INSURED PERSON:

SPOUSE:

You must write Your name and Your Spouse's name in the spaces provided so that it becomes Your rider. The date Your Spouse is eligible for coverage is described in the GENERAL PROVISIONS section of this rider.

This rider is made a part of the Critical Illness 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

WHO PAYS FOR THE COVERAGE

You pay the cost of coverage under this Spouse Critical Illness Rider.

MAXIMUM BENEFIT AMOUNT

Choice of \$10,000 or \$15,000

CRITICAL ILLNESS BENEFITS

The benefit percentages for Your Spouse are the same as the benefit percentages for You as shown in the SCHEDULE OF BENEFITS section of the Certificate, based on Your Spouse's Critical Illness.

Benefits under this Spouse Critical Illness Rider will reduce 50% on the Policy anniversary following Your Spouse's 70th birthday; however, premiums do not reduce as a result of this benefit change.

DEFINITIONS

General terms defined in the DEFINITIONS section of the Certificate regarding medical conditions and eligibility apply to Your Spouse.

Spouse means Your lawful spouse. It includes Your domestic partner (including California Registered Domestic Partner) or civil union partner who is recognized as equivalent to a Spouse in the state with governing jurisdiction of the Policy. 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 (including a California Registered Domestic Partnership) or civil union. Any reference to divorce includes termination of a domestic partnership (including a California Registered Domestic Partnership) or civil union. We may request a copy of Your marriage certificate or domestic partner/civil union registration/certification document or the signed documentation from the Employer in order to verify eligibility.

You and **Your** means an Employee who is eligible for coverage under the Policy. If a former Spouse is covered after divorce, or a widowed Spouse is covered after Your death, then references to "You" and "Your" will include this former Spouse or widowed Spouse where applicable.

GENERAL PROVISIONS

ELIGIBILITY

If You are covered under the Policy, then Your Spouse under age 70 is eligible under this Spouse Critical Illness Rider on the latest of the following:

- The Policy effective date.
- The date this Spouse Critical Illness Rider is available to the eligible class of Insured Persons to which You belong.
- Your Critical Illness 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 Spouse Critical Illness Rider.

EFFECTIVE DATE

Your Spouse will be covered at 12:01 a.m. standard time at the Policyholder's address on the latest of the following:

- The date Your Spouse is eligible for coverage, if You apply for Spouse coverage on or before that date.
- The date You apply for Spouse coverage, if You apply within 31 days after the date You become eligible for Spouse coverage.
- The date You return to Active Employment, if You are not in Active Employment when Your Spouse's coverage
 would otherwise become effective. Exception: Coverage starts on a non-working day if You were in Active
 Employment on Your last scheduled working day before the non-working day. Non-working days include time off
 for the following: vacations, personal holidays, weekends and holidays, and paid time off for nonmedical-related
 absences.

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 due to injury or sickness.

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

TERMINATION

This rider terminates on the earliest of the following:

- The date Your Certificate terminates.
- The date the Spouse Critical Illness Rider is terminated for all Insured Persons under the Policy.
- The date you voluntarily cancel this Spouse Critical Illness Rider.
- The date Your Spouse is no longer an eligible Spouse as defined by this rider. See the PORTABILITY FOLLOWING DEATH OR DIVORCE provision below.
- The end of the period for which premiums are paid, if the next required premium contribution is not paid, subject to the grace period.

PORTABILITY

If You are approved by Us to continue Your coverage under the Certificate's PORTABILITY provision, then this Spouse Critical Illness Rider can also be continued during portability.

PORTABILITY FOLLOWING DEATH OR DIVORCE

If You die or divorce, Your Spouse can apply to continue Spouse coverage if certain conditions are met. Your Spouse must have been insured under Your Spouse Critical Illness Rider on the date of Your death or divorce, and Your Spouse must apply for portability and pay the first premium within 31 days of the date of Your death or divorce.

If Your Spouse is approved by Us for portability, Your Spouse will become the owner of the Spouse coverage that was previously provided under Your Spouse Critical Illness Rider. Your Spouse can decrease but not increase the ported coverage amount. Ported coverage is subject to all the terms of the Policy and Certificate.

Premiums will be billed directly to Your Spouse. 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 60 days written notice to Your Spouse.

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

- The end of the period for which Your Spouse paid premiums, if Your Spouse stops making a required premium contribution, subject to the grace period.
- The date Your Spouse dies.
- The date the Policy terminates and coverage for all Insured Persons under the Policy terminates, upon 60 days written notice of termination.

CRITICAL ILLNESS BENEFITS

The benefits for Your Spouse are the same as the benefits for You as shown in the CRITICAL ILLNESS BENEFITS section of the Certificate, based on Your Spouse's Critical Illness.

Payment of any benefits for Your Spouse's Critical Illness will not impact the available maximum benefit amount for Your Critical Illness. Payment of any benefits for Your Critical Illness will not impact the available maximum benefit amount for Your Spouse's Critical Illness.

EXCLUSIONS AND LIMITATIONS

EXCLUSIONS

Benefits are not payable for any Critical Illness caused in whole or directly by any of the following:

- Participation or attempt to participate in a felony or illegal activity.
- Suicide, attempted suicide or any intentionally self-inflicted injury, while sane.
- War or any act of war, whether declared or undeclared (excluding acts of terrorism).
- Loss sustained while on active duty as a member of the armed forces of any nation. However, We will refund, upon written notice of such service, any premium which has been accepted for any period not covered as a result of this exclusion.
- Alcoholism, drug abuse or misuse of alcohol or taking of drugs, other than under the direction of a Doctor.

PRE-EXISTING CONDITION LIMITATION

For the first 12 months following Your Spouse's coverage effective date (including the effective dates of any increases to coverage), We will not pay benefits for any condition or illness resulting from a Pre-Existing Condition. Following the satisfaction of the Pre-Existing Condition limitation time period, benefits for a Pre-Existing Condition are the same as benefits for any eligible condition.

CLAIMS

Additional general claim provisions are described in the CLAIMS section of the Certificate.

FILING A CLAIM

The claim form(s) may require completion by You and the Employer and Your Spouse's attending Doctor. The completed form(s) and any attachments indicated on the form(s) as required should be sent directly to Us at the address indicated on the form.

PHYSICAL EXAMINATION

At Our expense, We shall have the right and opportunity to require Your Spouse to be examined as it relates to the Injury that is the basis of the claim. We can require such examination when and as often as We may reasonably require during the pendency of a claim.

BENEFIT PAYMENTS

Benefits under this Spouse Critical Illness Rider are payable to You. Once a claim has been approved, We will make payment as soon as possible but no more than 60 days after receipt of proof of claim. Any accrued benefits that are payable at the time of Your Spouse's death will be paid to You or to Your estate.

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

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President

Thegan Huddleston Secretary

CHILDREN'S CRITICAL ILLNESS RIDER

RELIASTAR LIFE INSURANCE COMPANY 20 Washington Avenue South, Minneapolis, Minnesota 55401

POLICYHOLDER: City of San Jose

GROUP POLICY NUMBER: 68492-9CCI

INSURED PERSON:

You must write Your name name in the space provided so that it becomes Your rider. The date Your Children are eligible for coverage is described in the GENERAL PROVISIONS section of this rider.

This rider is made a part of the Critical Illness 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

WHO PAYS FOR THE COVERAGE

You pay the cost of coverage under this Children's Critical Illness Rider.

MAXIMUM BENEFIT AMOUNT

\$5,000

CRITICAL ILLNESS BENEFITS

The benefit percentages for Your Children are the same as the benefit percentages for You as shown in the SCHEDULE OF BENEFITS section of the Certificate, based on Your Child's Critical Illness.

DEFINITIONS

General terms defined in the DEFINITIONS section of the Certificate regarding medical conditions and eligibility apply to Your Children.

Child or Children means Your child from birth to 26 years of age who is a biological, adopted or foster son or daughter, a stepson or stepdaughter, a legal ward or a person for whom You have legal responsibility to take on the functions and responsibilities of a parent.

This definition includes a Child of Your domestic partner (including children of Your California Registered Domestic Partner) or civil union partner who is recognized as equivalent to a Spouse in the state with governing jurisdiction of the Policy. It also includes 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.

This definition includes Your Child age 26 or older who remains dependent on You for support and maintenance because that Child is incapable of working due to physical or mental handicap. Written proof of the Child's incapacity must be furnished to Us at our home office within 31 days prior to the Child reaching the limiting age while insured under this Children's Critical Illness Rider. 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 handicap is continuing.

Spouse means Your lawful spouse. It includes Your domestic partner (including California Registered Domestic Partner) or civil union partner who is recognized as equivalent to a Spouse in the state with governing jurisdiction of the Policy. 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.

GENERAL PROVISIONS

ELIGIBILITY

If You are covered under the Policy, then Your Children are eligible under this Children's Critical Illness Rider on the latest of the following:

- The Policy effective date.
- The date this Children's Critical Illness Rider is available to the eligible class of Insured Persons to which You belong.
- Your Critical Illness coverage effective date.
- The date you acquire a Child by marriage, birth or adoption.

If You have coverage under this Children's Critical Illness Rider and You acquire a new eligible Child due to birth, marriage or adoption, then the newly eligible Child will be covered automatically from the date of the event.

If Your Child is covered under the Policy as an Employee, then Your Child is not eligible for coverage under this Children's Critical Illness Rider.

If both You and Your Spouse are covered under the Policy as an Employee, then only one, but not both, may cover the same Children under his/her Children's Critical Illness Rider. If the parent who is covering the Children stops being insured as an Employee then the other parent may apply for Children's coverage under this rider.

EFFECTIVE DATE

Your Children will be covered at 12:01 a.m. standard time at the Policyholder's address on the latest of the following:

- The date Your Children are eligible for coverage, if You apply for Children's coverage on or before that date.
- The date You apply for Children's coverage, if You apply within 31 days after the date You become eligible for Children's coverage.
- The date You return to Active Employment, if You are not in Active Employment when Your Children's coverage
 would otherwise become effective. Exception: Coverage starts on a non-working day if You were in Active
 Employment on Your last scheduled working day before the non-working day. Non-working days include time off
 for the following: vacations, personal holidays, weekends and holidays, and paid time off for nonmedical-related
 absences.

TERMINATION

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

- The date this Children's Critical Illness Rider terminates.
- The date the Child reaches age 26, unless he/she is handicapped as defined under the definition of Child. Coverage of a handicapped Child ends when there is no longer evidence satisfactory to Us that the handicap is continuing.

This Children's Critical Illness Rider terminates on the earliest of the following:

- The date Your Certificate terminates.
- The date the Children's Critical Illness Rider is terminated for all Insured Persons under the Policy.
- The date you voluntarily cancel this Children's Critical Illness Rider.
- The date You no longer have any eligible Children covered under this rider. See the PORTABILITY FOLLOWING DEATH provision below.
- The end of the period for which premiums are paid, if the next required premium contribution is not paid, subject to the grace period.

PORTABILITY

If You are approved by Us to continue Your coverage under the Certificate's PORTABILITY provision, then this Children's Critical Illness Rider can also be continued during portability.

PORTABILITY FOLLOWING DEATH

If You die and Your Spouse is approved by Us for portability under the Spouse Critical Illness Rider, then this Children's Critical Illness Rider can be continued under Your Spouse's coverage. The ported coverage amount under this rider will be 50% of Your Spouse's ported coverage amount. Following portability of this rider, Children may be covered only if they would have been eligible for coverage under the eligibility rules in force prior to the death of the Employee.

Premiums will be billed directly to Your Spouse. 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 60 days written notice to Your Spouse.

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

- The end of the period for which Your Spouse paid premiums, if Your Spouse stops making a required premium contribution, subject to the grace period.
- The date Your Spouse dies.
- The date there are no longer any eligible Children covered under this rider.
- The date the Policy terminates and coverage for all Insured Persons under the Policy terminates, upon 60 days written notice of termination.

CRITICAL ILLNESS BENEFITS

The benefits for Your Children are the same as the benefits for You as shown in the CRITICAL ILLNESS BENEFITS section of the Certificate, based on Your Child's Critical Illness. Benefits are payable for each covered Child.

Payment of any benefits for Your Child's Critical Illness will not impact the available maximum benefit amount for Your Critical Illness. Payment of any benefits for Your Critical Illness will not impact the available maximum benefit amount for Your Child's Critical Illness.

EXCLUSIONS AND LIMITATIONS

EXCLUSIONS

Benefits are not payable for any Critical Illness caused in whole or directly by any of the following:

- Participation or attempt to participate in a felony or being engaged in an illegal occupation.
- Suicide, attempted suicide or any intentionally self-inflicted injury, while sane or insane.
- War or any act of war, whether declared or undeclared (excluding acts of terrorism).
- Loss sustained while on active duty as a member of the armed forces of any nation. However, We will refund, upon written notice of such service, any premium which has been accepted for any period not covered as a result of this exclusion. Active duty does not include national guard/reserve service or ready reserve unless called up to active service.
- Being intoxicated or under the influence of any controlled substance unless administered on the advice of a Doctor.

No benefit is payable for Carcinoma in Situ or Coronary Artery Bypass.

PRE-EXISTING CONDITION LIMITATION

For the first 12 months following Your Child's coverage effective date, We will not pay benefits for any condition or illness resulting from a Pre-Existing Condition. Following the satisfaction of the Pre-Existing Condition limitation time period, benefits for a Pre-Existing Condition are the same as benefits for any eligible condition.

CLAIMS

Additional general claim provisions are described in the CLAIMS section of the Certificate.

FILING A CLAIM

The claim form(s) may require completion by You and the Employer and Your Child's attending Doctor. The completed form(s) and any attachments indicated on the form(s) as required should be sent directly to Us at the address indicated on the form.

PHYSICAL EXAMINATION

At Our expense, We shall have the right and opportunity to require Your Child to be examined as it relates to the Injury that is the basis of the claim. We can require such examination when and as often as We may reasonably require during the pendency of a claim.

BENEFIT PAYMENTS

Benefits under this Children's Critical Illness Rider are payable to You. Once a claim has been approved, We will make payment as soon as possible but no more than 60 days after receipt of proof of claim. Any accrued benefits that are payable at the time of Your Child's death will be paid to You or to Your estate.

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

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President

Thegan Huddleston

RECURRENCE RIDER

RELIASTAR LIFE INSURANCE COMPANY 20 Washington Avenue South, Minneapolis, Minnesota 55401

POLICYHOLDER: City of San Jose
GROUP POLICY NUMBER: 68492-9CCI

INSURED PERSON:

You must write Your name in the space provided so that it becomes Your rider. The date You are eligible for coverage is described in the GENERAL PROVISIONS section of this rider.

This rider is made a part of the Critical Illness 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

WHO PAYS FOR THE COVERAGE

The cost of coverage under this Recurrence Rider is automatically included in the cost of Your coverage.

DEFINITIONS

General terms defined in the DEFINITIONS section of the Certificate and riders regarding medical conditions and eligibility apply to each Covered Person.

Covered Person means:

- You, if You are covered for Critical Illness insurance under the Policy.
- Your Spouse who is covered under Your Spouse Critical Illness Rider.
- Your Children who are covered under Your Children's Critical Illness Rider.

Date of Recurring Diagnosis means the date while this Recurrence Rider is in force when a Recurring Critical Illness benefit would be payable under the Policy.

Recurring Critical Illness means a Critical Illness included in the Critical Illness module, <u>for which a benefit has already been paid</u>, following a period of 12 consecutive months during which both of the following are true:

- The Covered Person has had no occurrence of any Critical Illness listed in the Critical Illness module.
- The Covered Person was free of the condition(s) listed in the Critical Illness module for which benefits were previously paid.

You and **Your** means an Employee who is eligible for coverage under the Policy. If a former Spouse is covered after divorce, or a widowed Spouse is covered after Your death, then references to "You" and "Your" will include this former Spouse or widowed Spouse where applicable.

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 Recurrence Rider on the latest of the following dates:

- The Policy effective date.
- The date this Recurrence Rider is available to the eligible class of Insured Persons to which You belong.
- Your Critical Illness coverage effective date.

EFFECTIVE DATE

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 under this rider.

TERMINATION

This Recurrence Rider will terminate on the earliest of the following:

- The date Your Certificate terminates.
- The date the Recurrence Rider is terminated for all Insured Persons under the Policy.
- For Your Spouse's coverage, the date the Spouse Critical Illness Rider terminates.
- For each Child's coverage, the date Your Child's coverage under the Children's Critical Illness Rider terminates.

PORTABILITY

If You are approved by Us to continue Your coverage under the Certificate's PORTABILITY provision, then this Recurrence Rider will also be continued during portability.

PORTABILITY FOLLOWING DEATH OR DIVORCE

If You die or divorce and Your Spouse is approved by Us for portability under the Spouse Critical Illness Rider, then this Recurrence Rider can also be continued under Your Spouse's coverage.

RECURRENCE BENEFITS

Following payment of 100% of the Critical Illness benefits in the Critical Illness module, this Recurrence Rider provides a one time restoration of 100% of the maximum benefit amount shown in the SCHEDULE OF BENEFITS section of the Certificate or rider (less any age reductions) for the Critical Illness module. We will pay 100% of the maximum benefit amount for the Critical Illness shown in the SCHEDULE OF BENEFITS section of the Certificate or rider (less any age reductions) for the Recurring Critical Illness on the Date of Recurring Diagnosis.

Benefits under this rider reduce 50% on the Policy anniversary following the Covered Person's 70th birthday; however, premiums do not reduce as a result of this benefit change.

EXCLUSIONS AND LIMITATIONS

EXCLUSIONS

Benefits are not payable for any Critical Illness caused in whole or directly by any of the following:

- Participation or attempt to participate in a felony or being engaged in an illegal occupation.
- Suicide, attempted suicide or any intentionally self-inflicted injury, while sane or insane.
- War or any act of war, whether declared or undeclared (excluding acts of terrorism).
- Loss sustained while on active duty as a member of the armed forces of any nation. However, We will refund, upon written notice of such service, any premium which has been accepted for any period not covered as a result of this exclusion. Active duty does not include national guard/reserve service or ready reserve unless called up to active service.
- Being intoxicated or under the influence of any controlled substance unless administered on the advice of a Doctor.

No benefit is payable for Your Children for Carcinoma in Situ or Coronary Artery Bypass.

PRE-EXISTING CONDITION LIMITATION

For the first 12 months following the Covered Person's coverage effective date (including the effective dates of any increases to coverage), We will not pay benefits for any condition or illness resulting from a Pre-Existing Condition. Following the satisfaction of the Pre-Existing Condition limitation time period, benefits for a Pre-Existing Condition are the same as benefits for any eligible condition.

CLAIMS

Additional general claim provisions are described in the CLAIMS section of the Certificate.

FILING A CLAIM

The claim form(s) may require completion by You and the Employer and the Covered Person's attending Doctor. The completed form(s) and any attachments indicated on the form(s) as required should be sent directly to Us at the address indicated on the form.

PHYSICAL EXAMINATION

At Our expense, We shall have the right and opportunity to require You to be examined as it relates to the Injury that is the basis of the claim. We can require such examination when and as often as We may reasonably require during the pendency of a claim.

BENEFIT PAYMENTS

Benefits under this Recurrence Rider are payable to You. Once a claim has been approved, We will make payment as soon as possible but no more than 60 days after receipt of proof of claim. Any accrued benefits that are payable at the time of the Covered Person's death will be paid to You or to Your estate.

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

President

hegan Huddleston Secretary

RESTORATION OF BENEFITS RIDER

RELIASTAR LIFE INSURANCE COMPANY

20 Washington Avenue South, Minneapolis, Minnesota 55401

POLICYHOLDER: City of San Jose
GROUP POLICY NUMBER: 68492-9CCI

INSURED PERSON:

You must write Your name in the space provided so that it becomes Your rider. The date You are eligible for coverage is described in the GENERAL PROVISIONS section of this rider.

This rider is made a part of the Critical Illness 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

WHO PAYS FOR THE COVERAGE

The cost of coverage under this Restoration Rider is automatically included in the cost of Your coverage.

DEFINITIONS

General terms defined in the DEFINITIONS section of the Certificate and riders regarding medical conditions and eligibility apply to each Covered Person.

Covered Person means:

- You, if You are covered for Critical Illness insurance under the Policy.
- Your Spouse who is covered under Your Spouse Critical Illness Rider.
- Your Children who are covered under Your Children's Critical Illness Rider.

Date of Subsequent Diagnosis means the date while this Restoration of Benefits Rider is in force when a subsequent Critical Illness benefit would be payable under the Policy.

Subsequent Critical Illness means a Critical Illness included in the Critical Illness module, other than the Critical Illness for which a benefit has already been paid, following a period of 12 consecutive months during which both of the following are true:

- The Covered Person has had no occurrence of any Critical Illness listed in the Critical Illness module.
- The Covered Person was free of the condition(s) listed in the Critical Illness module for which benefits were previously paid.

You and **Your** means an Employee who is eligible for coverage under the Policy. If a former Spouse is covered after divorce, or a widowed Spouse is covered after Your death, then references to "You" and "Your" will include this former Spouse or widowed Spouse where applicable.

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 Restoration of Benefits Rider on the latest of the following dates:

- The Policy effective date
- The date this Restoration of Benefits Rider is available to the eligible class of Insured Persons to which You belong.
- Your Critical Illness coverage effective date.

EFFECTIVE DATE

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 under this rider.

TERMINATION

This Restoration of Benefits Rider will terminate on the earliest of the following:

- The date Your Certificate terminates.
- The date the Restoration of Benefits Rider is terminated for all Insured Persons under the Policy.
- For Your Spouse's coverage, the date the Spouse Critical Illness Rider terminates.
- For each Child's coverage, the date Your Child's coverage under the Children's Critical Illness Rider terminates.

PORTABILITY

If You are approved by Us to continue Your coverage under the Certificate's PORTABILITY provision, then this Restoration of Benefits Rider will also be continued during portability.

PORTABILITY FOLLOWING DEATH OR DIVORCE

If You die or divorce and Your Spouse is approved by Us for portability under the Spouse Critical Illness Rider, then this Restoration of Benefits Rider can also be continued under Your Spouse's coverage.

RESTORATION OF BENEFITS

Following payment of 100% of the Critical Illness benefits in the Critical Illness module, this Restoration of Benefits Rider provides a one time restoration of 100% of the maximum benefit amount shown in the SCHEDULE OF BENEFITS section of the Certificate or rider (less any age reductions) for the Critical Illness module. We will pay 100% of the maximum benefit amount for the Critical Illness shown in the SCHEDULE OF BENEFITS section of the Certificate or rider (less any age reductions) for the Subsequent Critical Illness on the Date of Subsequent Diagnosis.

Benefits under this rider reduce 50% on the Policy anniversary following the Covered Person's 70th birthday; however, premiums do not reduce as a result of this benefit change.

EXCLUSIONS AND LIMITATIONS

EXCLUSIONS

Benefits are not payable for any Critical Illness caused in whole or directly by any of the following:

- Participation or attempt to participate in a felony or being engaged in an illegal occupation.
- Suicide, attempted suicide or any intentionally self-inflicted injury, while sane or insane.
- War or any act of war, whether declared or undeclared (excluding acts of terrorism).
- Loss sustained while on active duty as a member of the armed forces of any nation. However, We will refund,
 upon written notice of such service, any premium which has been accepted for any period not covered as a
 result of this exclusion. Active duty does not include national guard/reserve service or ready reserve unless
 called up to active service.
- Being intoxicated or under the influence of any controlled substance unless administered on the advice of a Doctor.

No benefit is payable for Your Children for Carcinoma in Situ or Coronary Artery Bypass.

PRE-EXISTING CONDITION LIMITATION

For the first 12 months following the Covered Person's coverage effective date (including the effective dates of any increases to coverage), We will not pay benefits for any condition or illness resulting from a Pre-Existing Condition. Following the satisfaction of the Pre-Existing Condition limitation time period, benefits for a Pre-Existing Condition are the same as benefits for any eligible condition.

CLAIMS

Additional general claim provisions are described in the CLAIMS section of the Certificate.

FILING A CLAIM

The claim form(s) may require completion by You and the Employer and the Covered Person's attending Doctor. The completed form(s) and any attachments indicated on the form(s) as required should be sent directly to Us at the address indicated on the form.

PHYSICAL EXAMINATION

At Our expense, We shall have the right and opportunity to require You to be examined as it relates to the Injury that is the basis of the claim. We can require such examination when and as often as We may reasonably require during the pendency of a claim.

BENEFIT PAYMENTS

Benefits under this Restoration Rider are payable to You. Once a claim has been approved, We will make payment as soon as possible but no more than 60 days after receipt of proof of claim. Any accrued benefits that are payable at the time of the Covered Person's death will be paid to You or to Your estate.

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

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President

Megan Huddleston

WELLNESS BENEFIT RIDER

RELIASTAR LIFE INSURANCE COMPANY 20 Washington Avenue South, Minneapolis, Minnesota 55401

POLICYHOLDER: City of San Jose
GROUP POLICY NUMBER: 68492-9CCI

INSURED PERSON:

You must write Your name in the space provided so that it becomes Your rider. The date You are eligible for coverage is described in the GENERAL PROVISIONS section of this rider.

This rider is made a part of the Critical Illness 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

WHO PAYS FOR THE COVERAGE

The cost of coverage under this Wellness Benefit Rider is automatically included in the cost of Your coverage.

WELLNESS BENEFIT

You:	\$100
Your Spouse:	\$100
Your Child:	50% of Your wellness benefit amount, to a maximum of \$200 for all Children in one calendar
	year

Benefit reductions due to age do not apply to this Wellness Benefit Rider.

DEFINITIONS

General terms are defined in the DEFINITIONS section of the Certificate and riders.

Covered Person means:

- You, if You are covered for Critical Illness insurance under the Policy.
- Your Spouse who is covered under Your Spouse Critical Illness Rider.
- Your Children who are covered under Your Children's Critical Illness Rider.

You and **Your** means an Employee who is eligible for coverage under the Policy. If a former Spouse is covered after divorce, or a widowed Spouse is covered after Your death, then references to "You" and "Your" will include this former Spouse or widowed Spouse where applicable.

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 Wellness Benefit Rider on the latest of the following dates:

- The Policy effective date.
- The date this Wellness Benefit Rider is available to the eligible class of Insured Persons to which You belong.
- Your Critical Illness coverage effective date.

EFFECTIVE DATE

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 under this rider.

TERMINATION

This Wellness Benefit Rider will terminate on the earliest of the following:

- The date Your Certificate terminates.
- The date the Wellness Benefit Rider is terminated for all Insured Persons under the Policy.
- For Your Spouse's coverage, the date the Spouse Critical Illness Rider terminates.
- For each Child's coverage, the date Your Child's coverage under the Children's Critical Illness Rider terminates.

PORTABILITY

If You are approved by Us to continue Your coverage under the Certificate's PORTABILITY provision, then this Wellness Benefit Rider will also be continued during portability.

PORTABILITY FOLLOWING DEATH OR DIVORCE

If You die or divorce and Your Spouse is approved by Us for portability under the Spouse Critical Illness Rider, then this Wellness Benefit Rider can also be continued under Your Spouse's coverage.

ASSIGNMENT

At the time of claim under this Wellness Benefit Rider, You can assign the payment of a benefit under this rider to a third party who is not the Policyholder.

BENEFITS

We will pay You a wellness benefit (shown on the SCHEDULE OF BENEFITS) if a Covered Person has a health screening test.

A wellness benefit is payable only once per calendar year per Covered Person.

Health screening tests include, but are not limited to:

- Blood test for triglycerides

- Flexible sigmoidoscopy

- Bone marrow testing

- Hemoccult stool analysis

- Breast ultrasound

- Mammography

- CA 15-3 (breast cancer)

- Fasting blood glucose test

- PSA (prostate cancer)

- Pap smear

- CEA (blood test for colon cancer)

- Serum cholesterol test for HDL & LDL levels

- Serum Protein Electrophoresis (myeloma)

- Chest x-ray

- Colonoscopy

- Stress test on bicycle or treadmill

- Thermography

- Any cervical cancer screening test approved by the FDA

EXCLUSIONS AND LIMITATIONS

The EXCLUSIONS AND LIMITATIONS section of the Certificate and riders does not apply to this Wellness Benefit Rider.

CLAIMS

The PHYSICAL EXAMINATION provision does not apply to this Wellness Benefit Rider.

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

President

med Mutter

Secretary

Thegan Huddleston