YOUR CRITICAL ILLNESS INSURANCE PLAN

For Employees of PETCO Animal Supplies Stores, Inc.

GROUP CRITICAL ILLNESS INSURANCE CERTIFICATE OF COVERAGE RELIASTAR LIFE INSURANCE COMPANY

20 Washington Avenue South, Minneapolis, Minnesota 55401

Claims: 888-238-4840 Customer Service: 877-236-7564

POLICYHOLDER: GROUP POLICY NUMBER: POLICY EFFECTIVE DATE: GOVERNING JURISDICTION: PETCO Animal Supplies Stores, Inc. 73138-2CCl2 February 1, 2023 California

Benefits are paid for Critical Illnesses as defined in the Certificate. This is a supplement to health insurance. It is not a substitute for essential health benefits or minimum essential coverage as defined in federal law. Benefits are paid under the Policy for Critical Illnesses as indemnity insurance and are not intended to cover medical expenses.

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. 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 for the same level of coverage 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.

This certificate provides benefits for Cancer. The benefit amount payable is different for a diagnosis of Cancer (Invasive) or Cancer (Non-Invasive) or Skin Cancer. No benefits are payable for premalignant conditions or polyps. Refer to the SCHEDULE OF BENEFITS for benefit amounts. The definitions of Cancer (Invasive) and Cancer (Non-Invasive) and Skin Cancer are located in the DEFINITIONS section. The differences in these definitions are primarily related to the growth and/or spread of abnormal cells or their potential to spread beyond their original site, as determined by a Doctor. The benefit amount payable for Cancer (Invasive) and Skin Cancer may be substantially less than the benefit amount payable for Cancer (Invasive) due to these differences.

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.

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.

Please read your Certificate carefully.

RIGHT TO EXAMINE CERTIFICATE -If you are age 65 or older on the effective date of any coverage under the Policy for which you are required to pay all or part of the premium, then you have 30 days from the date you receive your initial Certificate to cancel your coverage and have your full premium contribution refunded, by returning the Certificate to the Policyholder for cancellation without claim.

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

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Robert L. Grubka President

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Melissa A. O'Donnell Secretary

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 1-888-238-4840.

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

Web Site: www.insurance.ca.gov/01-consumers/101-help

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Arizona Residents:

Notice: This Certificate of insurance may not provide all benefits and protections provided by law in Arizona. Please read this Certificate carefully.

Florida residents:

The benefits of the Policy providing your coverage are governed primarily by the law of a state other than Florida.

Idaho residents:

If you contribute to the cost of your coverage, you may cancel your coverage for any reason within 10 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.

Maryland residents:

Notice: This Certificate of insurance may not provide all benefits required for a policy issued and delivered in Maryland.

New Mexico residents:

If you contribute to the cost of your coverage, 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.

West Virginia residents:

Please read this Certificate carefully. If you are not satisfied with it for any reason, you may return it within 10 days after receipt for a refund of any premium you paid.

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RELIASTAR LIFE INSURANCE COMPANY

OUTLINE OF COVERAGE

This outline is only a summary of certain provisions in your Certificate. You must consult the Policy and Certificate for contract provisions regarding coverage.

<u>Category of Coverage</u>: Specified Disease. This category of coverage is designed to provide, to persons insured, benefits ONLY when certain losses occur as a result of specified diseases. Benefits are not provided for basic hospital, basic medical-surgical, or major-medical expenses.

<u>Benefits</u>: See the SCHEDULE OF BENEFITS and CRITICAL ILLNESS BENEFITS sections of the Certificate.

Exceptions, Reductions and Limitations: See the SCHEDULE OF BENEFITS, CRITICAL ILLNESS BENEFITS, and if applicable, the EXCLUSIONS sections of the Certificate.

Continuation of Coverage: See the GENERAL PROVISIONS section of the Certificate.

<u>Premiums</u>: Information about your premium contribution for coverage may be obtained from the Policyholder.

SCHEDULE OF BENEFITS

EMPLOYER: PETCO Animal Supplies Stores, Inc.

GROUP POLICY NUMBER: 73138-2CCl2

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

You must be an Employee of the Employer and in an eligible class. Temporary and seasonal workers are excluded from coverage.

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

MINIMUM HOURS REQUIREMENT

Part Time Employees: an average of 30 hours per week during their Initial Measurement Period and the following Standard Measurement Periods.

Full Time Employees: 30 hours per week.

Directors and above: 30 hours per week.

ELIGIBILITY WAITING PERIOD FOR PART-TIME AND FULL-TIME EMPLOYEES

Persons in an eligible class on or before the Policy effective date: End of the month in which you complete a continuous period of 30 days of Active Employment. Persons entering an eligible class after the Policy effective date: End of the month in which you complete a

continuous period of 30 days of Active Employment.

ELIGIBILITY WAITING PERIOD FOR DIRECTORS AND ABOVE

Persons in an eligible class on or before the Policy effective date: None Persons entering an eligible class after the Policy effective date: None

REHIRE

If your employment with the Employer ends and you are rehired within 91 days, your previous Active Employment while in an eligible class will apply toward the Eligibility Waiting Period. All other Policy provisions apply.

WHO PAYS FOR THE COVERAGE

You pay the cost of your coverage.

BENEFIT AMOUNT

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

CRITICAL ILLNESS BENEFITS

Base module

Covered illness/condition	Percent of BENEFIT AMOUNT payable	Total maximum benefit amount for coverage
Heart Attack	100%	2 times the BENEFIT AMOUNT
Cancer (Invasive)	100%	2 times the BENEFIT AMOUNT
Stroke	100%	2 times the BENEFIT AMOUNT
Major Organ Transplant	100%	2 times the BENEFIT AMOUNT
Coronary Artery Bypass	25%	2 times the BENEFIT AMOUNT
Cancer (Non-Invasive)	25%	2 times the BENEFIT AMOUNT

Major organ module

Covered illness/condition	Percent of BENEFIT AMOUNT payable	Total maximum benefit amount for coverage
Type 1 Diabetes	100%	2 times the BENEFIT AMOUNT
Severe Burns	100%	2 times the BENEFIT AMOUNT
Transient Ischemic Attacks (TIA)	10%	2 times the BENEFIT AMOUNT
Ruptured or Dissecting Aneurysm	10%	2 times the BENEFIT AMOUNT
Abdominal Aortic Aneurysm	10%	2 times the BENEFIT AMOUNT
Thoracic Aortic Aneurysm	10%	2 times the BENEFIT AMOUNT
Open Heart Surgery for Valve Replacement or Repair	25%	2 times the BENEFIT AMOUNT
Transcatheter Heart Valve Replacement or Repair	10%	2 times the BENEFIT AMOUNT
Coronary Angioplasty	10%	2 times the BENEFIT AMOUNT
Implantable (or Internal) Cardioverter Defibrillator (ICD) Placement	25%	2 times the BENEFIT AMOUNT
Pacemaker Placement	10%	2 times the BENEFIT AMOUNT

Enhanced cancer module

Covered illness/condition	Percent of BENEFIT AMOUNT payable	Total maximum benefit amount for coverage
Benign Brain Tumor	100%	2 times the BENEFIT AMOUNT
Skin Cancer	10%	2 times the BENEFIT AMOUNT
Bone Marrow Transplant	25%	2 times the BENEFIT AMOUNT
Stem Cell Transplant	25%	2 times the BENEFIT AMOUNT

Quality of life module

Covered illness/condition	Percent of BENEFIT AMOUNT payable	Total maximum benefit amount for coverage
Permanent Paralysis	100%	1 times the BENEFIT AMOUNT
Loss of Sight, Hearing or Speech	100%	3 times the BENEFIT AMOUNT
Coma	100%	2 times the BENEFIT AMOUNT
Multiple Sclerosis	100%	1 times the BENEFIT AMOUNT
Amyotrophic Lateral Sclerosis (ALS)	100%	1 times the BENEFIT AMOUNT
Parkinson's Disease	100%	1 times the BENEFIT AMOUNT
Advanced Dementia, including Alzheimer's Disease	100%	1 times the BENEFIT AMOUNT
Huntington's Disease (Huntington's Chorea)	100%	1 times the BENEFIT AMOUNT
Muscular Dystrophy	100%	1 times the BENEFIT AMOUNT
Infectious Disease	25%	2 times the BENEFIT AMOUNT
Addison's Disease	10%	1 times the BENEFIT AMOUNT
Myasthenia Gravis	50%	1 times the BENEFIT AMOUNT
Systemic Lupus Erythematosus (SLE)	50%	1 times the BENEFIT AMOUNT
Systemic Sclerosis (Scleroderma)	10%	1 times the BENEFIT AMOUNT

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.

Abdominal Aortic Aneurysm means the diagnosis of an enlargement of the abdominal aorta of 5 cm or more, or of 4 cm or greater and rapidly expanding, for which a surgical repair has been advised.

Addison's Disease means the diagnosis of a long-term endocrine disorder that occurs when your body produces insufficient amounts of steroid hormones produced by your adrenal glands, confirmed via blood tests, urine tests, or medical imaging.

Advanced Dementia means a clinically established diagnosis of Alzheimer's Disease, or other type of permanent and progressive advanced dementia, with severe cognitive decline and with findings consistent with a Global Deterioration Scale (GDS) or Functional Assessment Staging (FAST) Stage 3 or more, or a Clinical Dementia Rating Scale (CDR) of 1.

Amyotrophic Lateral Sclerosis (ALS) means the diagnosis of a motor neuron disease, marked by progressive muscular weakness and atrophy with spasticity and hyperreflexia due to a loss of motor neurons of the spinal cord, medulla and cortex.

Benign Brain Tumor means the diagnosis of a non-cancerous brain tumor confirmed by the examination of tissue (biopsy or surgical excision) or specific neurological examination. The tumor must result in persistent neurological deficits including, but not limited to:

- Loss of vision;
- Loss of hearing; or
- Balance disruption.

For purposes of the Policy, the following are not considered Benign Brain Tumors:

- Tumors of the skull;
- Pituitary adenomas; and
- Germinomas.

Benign Brain Tumor does not include diagnosis of any of the following conditions prior to your coverage effective date:

- Neurofibromatosis I;
- Neurofibromatosis II;
- Von Hippel Lindau;
- Tuberous Sclerosis;
- Li Fraumani Syndrome;
- Cowden Disease; and
- Turcot Syndrome.

Bone Marrow Transplant means the clinical diagnosis of the need for a surgical transplant when you have been added to the *Be The Match* registry for a bone marrow transplant.

Bone Marrow Transplant includes a clinical diagnosis and actual transplant that occurs before you are able to be added to the *Be The Match* registry.

Cancer (Invasive) means the diagnosis of 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 (Invasive) must be established according to the criteria of the American Board of Pathology or the American Joint Committee on Cancer. This includes a clinical diagnosis whenever such diagnosis is consistent with professional medical standards

For the purposes of the Policy, the following are not considered Cancer (Invasive):

- Cancer (Non-Invasive);
- Skin Cancer;
- Pre-malignant conditions or polyps; and
- Any other histologically benign or nonmalignant condition.

Cancer (Non-Invasive) (also known as carcinoma in situ) means the diagnosis of 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). The diagnosis of Cancer (Non-Invasive) must be established according to the criteria of the American Board of Pathology or the American Joint Committee on Cancer. This includes a clinical diagnosis whenever such diagnosis is consistent with professional medical standards.

For purposes of the Policy, the following are not considered Cancer (Non-Invasive):

- Cancer (Invasive);
- Skin Cancer;
- Pre-malignant conditions or polyps; and
- Any other histologically benign or nonmalignant condition.

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 the diagnosis of a continuous state of profound unconsciousness, 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 and must not be medically induced.

"Continuous state of profound unconsciousness" means 14 consecutive days or longer.

Coronary Angioplasty means a diagnosis of significant coronary artery disease which is causing symptoms and for which a cardiologist advises a procedure, done through the blood vessels, to open a blocked coronary artery and/or remove a blood clot. This includes coronary balloon angioplasty, angiojet clot removal, and rotational and orbital atherectomy procedures.

Coronary Artery Bypass means the diagnosis of severe left main or multi-vessel coronary artery disease (such as a SYNTAX score \geq 23) for which is advised an open heart coronary artery bypass surgery - a surgical procedure that requires an incision through the chest and an incision in the heart and/or attached blood vessels.

Critical Illness means any of the following as defined:

- Abdominal Aortic Aneurysm; or
- Addison's Disease; or
- Advanced Dementia; or
- Amyotrophic Lateral Sclerosis (ALS); or
- Benign Brain Tumor; or
- Bone Marrow Transplant; or
- Cancer (Invasive); or
- Cancer (Non-Invasive); or
- Coma; or
- Coronary Angioplasty; or
- Coronary Artery Bypass; or
- Heart Attack; or
- Huntington's Disease (Huntington's Chorea); or
- Implantable (or Internal) Cardioverter Defibrillator (ICD) Placement; or
- Infectious Disease; or
- Loss of Hearing; or
- Loss of Sight; or
- Loss of Speech; or
- Major Organ Transplant; or
- Multiple Sclerosis; or
- Muscular Dystrophy; or
- Myasthenia Gravis; or
- Open Heart Surgery For Valve Replacement or Repair; or
- Pacemaker Placement; or
- Parkinson's Disease; or
- Permanent Paralysis; or
- Ruptured or Dissecting Aneurysm; or
- Severe Burns; or
- Skin Cancer; or
- Stem Cell Transplant; or
- Stroke; or
- Systemic Lupus Erythematosus (SLE); or
- Systemic Sclerosis (Scleroderma); or
- Thoracic Aortic Aneurysm; or
- Transcatheter Heart Valve Replacement or Repair; or
- Transient Ischemic Attacks (TIA); or
- Type 1 Diabetes.

Different Diagnosis means any of the following:

- A diagnosis of a Critical Illness that is for a different illness/condition than a previously diagnosed illness/condition. Note: A Cancer (Invasive) that has spread to a different area of the body is not a different illness/condition than the previously diagnosed Cancer (Invasive).
- A subsequent diagnosis of a Critical Illness that is for the same illness/condition (including a Cancer (Invasive) that has spread to a different area of the body) as a Critical Illness for which benefits were payable under the Policy, and that occurs more than 6 months after the date of the previous diagnosis.
- A subsequent diagnosis of a Critical Illness that is for the same illness/condition (including a Cancer (Invasive) that has spread to a different area of the body) as an illness/condition diagnosed prior to your coverage effective date under the Policy, and that occurs more than 30 days after the date of the previous diagnosis.

Exception: A subsequent diagnosis of the same illness/condition under the quality of life module, other than Coma and Infectious Disease, is not considered a Different Diagnosis regardless of the time period between diagnoses.

- A diagnosis of Skin Cancer is considered a Different Diagnosis from Cancer (Invasive) or Cancer (Non-Invasive).
- A diagnosis of Cancer (Non-Invasive) is considered a Different Diagnosis from Cancer (Invasive).

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 who is 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 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.

Heart Attack means the diagnosis of a clinical picture of myocardial infarction 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):

- Cardiac enzyme changes as typically seen with myocardial damage 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.

A sudden cardiac arrest is not in itself considered a Heart Attack.

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); and
- 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.

Huntington's Disease (Huntington's Chorea) means the diagnosis of an inherited disease that causes the progressive degeneration of nerve cells in the brain. The Huntington's Disease (Huntington's Chorea) diagnosis must be based on symptoms and laboratory testing.

Implantable (or Internal) Cardioverter Defibrillator (ICD) Placement means the diagnosis of ventricular tachycardia or fibrillation, or deemed at high risk for cardiac arrest, for which the initial placement of an implantable cardioverter-defibrillator (ICD) has been advised.

Infectious Disease means the diagnosis of a severe infectious disease that results in you being confined to a Hospital for five (5) or more consecutive days or confined to a transitional care facility for fourteen (14) or more consecutive days.

Examples include, but are not limited to:

- Polio;
- Rabies;
- Meningitis;
- Lyme's Disease;

- Bovine spongiform encephalopathy (Mad Cow Disease);
- Flesh eating bacteria;
- Methicillin-resistant Staphylococcus aureus (MRSA);
- Sepsis;
- Tuberculosis;
- Bacterial pneumonia;
- Diphtheria;
- Encephalitis.
- Legionnaire's Disease;
- Malaria;
- Necrotizing Fasciitis;
- Osteomyelitis;
- Tetanus; and
- Ebola Virus Disease.

Insured Person means an Employee covered under the Policy and whose coverage remains in effect according to the terms of the Policy.

Loss of Hearing means the diagnosis of profound deafness in both ears that is not correctable.

Loss of Sight means the diagnosis of clinically proven irreversible reduction of sight in both eyes with:

- Sight in the better eye reduced to a best corrected visual acuity of less than 6/60 (metric acuity) or 20/200 (Snellen or E-Chart Acuity); or
- Visual field restriction to 20 degrees or less in both eyes.

Loss of Speech means the clinical diagnosis of total and permanent loss of the ability to speak.

Major Organ Transplant means the irreversible failure of your heart, lung, pancreas, entire kidney or liver, or any combination thereof, determined by a Physician specialized in care of the involved organ. Acceptance to the UNOS (United Network for Organ Sharing) list is required for this determination. If you receive the transplant prior to placement on the network, the network requirement will be waived.

Multiple Sclerosis means the unequivocal diagnosis of multiple sclerosis following more than one episode of welldefined neurological symptoms and signs and confirmed by a neurological exam and MRI scan of the brain or spinal fluid analysis. Symptoms must persist for 6 months to ensure that the condition is permanent.

Muscular Dystrophy means the diagnosis of a group of muscle diseases that weaken the musculoskeletal system and are characterized by progressive skeletal muscle weakness, defects in muscle proteins, and the death of muscle cells and tissue.

Myasthenia Gravis means the diagnosis of a neuromuscular disease characterized by weakness and rapid fatigue of any of the muscles under your voluntary control.

Open Heart Surgery For Valve Replacement or Repair means the diagnosis of severe valvular heart disease for which is advised open heart surgery - a surgical procedure that requires an incision through the chest and an incision in the heart and/or attached blood vessels.

Pacemaker Placement means the diagnosis of symptomatic sinus node dysfunction, high-grade atrioventricular (AV) block, or other serious cardiac arrhythmia for which the initial placement of a permanent pacemaker has been advised.

Parkinson's Disease means the diagnosis of a chronic, progressive neurodegenerative disorder characterized by any combination of four cardinal signs: rest tremor; rigidity; bradykinesia; and gait disturbance.

Permanent Paralysis means the diagnosis of 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.

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

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

Ruptured or Dissecting Aneurysm means the diagnosis of a balloon-like bulge in an artery that ruptures or dissects as confirmed by an ultrasound, CT scan, angiogram or MRI.

For purposes of the Policy, aneurysms of the arm or leg are not considered a Ruptured or Dissecting Aneurysm.

Same Diagnosis means either of the following:

- A subsequent diagnosis of a Critical Illness that is for the same illness/condition (including a Cancer (Invasive) that has spread to a different area of the body) as a Critical Illness for which benefits were payable under the Policy, and that occurs within 6 months of the date of the previous diagnosis.
- A subsequent diagnosis of a Critical Illness that is for the same illness/condition (including a Cancer (Invasive) that has spread to a different area of the body) as an illness/condition diagnosed prior to your coverage effective date under the Policy, and that occurs within 30 days of the date of the previous diagnosis.

Exception: A subsequent diagnosis of the same illness/condition under the quality of life module, other than Coma and Infectious Disease is considered the Same Diagnosis regardless of the time period between diagnoses.

Severe Burns means the diagnosis of cosmetic disfigurement of the surface of a body area not less than 35 square inches, that is a full-thickness or third-degree burn. A full-thickness or third-degree burn is the destruction of the skin through the entire thickness or depth of the dermis and possibly into underlying tissues, with loss of fluid and sometimes shock, by means of exposure to fire, heat, caustics, electricity or radiation.

Skin Cancer means the diagnosis of tumor cells tending toward malignancy and which invade the underlying tissue or are present in situ. The diagnosis of Skin Cancer must be established according to the criteria of the American Board of Pathology or the American Joint Committee on Cancer. This includes a clinical diagnosis whenever such diagnosis is consistent with professional medical standards.

Skin Cancer includes:

- Basal cell carcinoma and squamous cell carcinoma of the skin including squamous cell carcinoma in situ; and
- Melanoma that is diagnosed as Breslow's classification less than 0.75mm or which is considered melanoma in situ. Melanoma that is deeper than 0.75mm is considered to be Cancer (Invasive) instead of Skin Cancer.

Stem Cell Transplant means the clinical diagnosis of a blood or bone marrow malignancy for which the need for a surgical stem cell transplant has been advised.

Stroke means the diagnosis of an acute cerebral event including infarction of brain tissue, cerebral and subarachnoid hemorrhage, cerebral embolism and cerebral thrombosis. The diagnosis of Stroke must be based on confirmatory neuroimaging studies and evidence of persistent neurological impairment confirmed at the time of discharge from a Hospital.

Stroke does not include:

- Transient ischemic attacks (TIA)
- 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; or
- Brain injury associated with hypoxia/anoxia or hypotension.

Systemic Lupus Erythematosus (SLE) means the diagnosis of an autoimmune disease that occurs when your body's immune system attacks your own tissues and organs.

Systemic Sclerosis (Scleroderma) means the diagnosis of an autoimmune disease that involves the hardening and tightening of the skin and connective tissues.

Thoracic Aortic Aneurysm means the diagnosis of an enlargement of the thoracic aorta of 5.5 cm or more, or causing symptoms, or of 4.5 cm or greater and rapidly expanding, for which surgical repair has been advised.

Transcatheter Heart Valve Replacement or Repair means the diagnosis of significant valvular heart disease for which is advised a procedure, performed through the blood vessels, to repair or replacement of one or more of the heart valves.

Transient Ischemic Attacks (TIA) means the diagnosis of a transient episode of neurologic dysfunction caused by focal brain, spinal cord, or retinal ischemia, without acute infarction, that is confirmed via documented neurological deficit and neuroimaging studies.

Type 1 Diabetes means an auto-immune destruction of insulin-producing cells in the pancreas that results in total loss of insulin production.

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.

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, approved nonmedical leave of absence 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.
- 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 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 the premium is not paid.
- The last day you are in Active Employment.
- The date the total maximum benefit amount has been paid for all Critical Illnesses.

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. You must elect portability before you reach age 70.

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 31 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 the date of issue of the Policy, no misstatement of the Policyholder, except a fraudulent misstatement, made in the application shall be used to void the Policy. 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 deny a claim for loss incurred after the expiration of the three-year period.

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.

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, MN 55440 or to our authorized agent, with information sufficient to identify you, shall be deemed notice to us.

PROOF 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 (your Person) to be examined as it relates to the Critical Illness 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 are payable to you unless otherwise specified. Any accrued benefits that are payable at your death will be paid to the first survivor(s) who is/are living on the date of your death, in the following order:

- 1. Your spouse.
- 2. Your biological and adopted children, in equal shares.
- 3. Your grandchildren, in equal shares.
- 4. Your parents, in equal shares.
- 5. Your siblings, in equal shares.
- 6. Your estate.

If a survivor entitled to receive a payment dies before receiving it, we will make payment to that person's estate.

"Spouse" in this provision means your lawful spouse. It includes your registered domestic partner who is recognized as equivalent to a spouse by California law. 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 payment we make in good faith will discharge our liability as to the extent of such payment. We will pay the benefits in one sum or in a method comparable to one sum.

LEGAL ACTION

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.

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.

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 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

We will pay the BENEFIT AMOUNT as shown on the SCHEDULE OF BENEFITS if you are diagnosed with a Critical Illness after your coverage effective date. The percentage of BENEFIT AMOUNT payable is listed for the Critical Illness on the SCHEDULE OF BENEFITS.

To be eligible for a benefit payment, the diagnosis must be a Different Diagnosis as defined in the DEFINITIONS section of this certificate. A subsequent diagnosis of a Critical Illness that is for the same illness/condition as a Critical Illness for which benefits were payable under the Policy may be eligible as a Different Diagnosis as defined.

A Critical Illness that meets the definition of a Same Diagnosis is not eligible for benefits.

Critical Illness benefits, including benefits for Cancer (Invasive) and Cancer (Non-Invasive) and Skin Cancer and Benign Brain Tumor, are based on diagnosis and not on treatment or expenses. As an example: A group policy has a \$20,000 critical illness benefit amount. The percentage of the benefit amount payable for Cancer (Invasive) is 100% and the percentage for Cancer (Non-Invasive) is 25%. Under this example, benefits would be calculated as follows:

- An Employee has a lump in her breast and she is diagnosed with stage III breast cancer. This diagnosis meets the Policy definition of Cancer (Invasive). \$20,000 benefit amount x 100% = \$20,000.
- Another Employee has a lump in her breast and she is diagnosed with breast ductal carcinoma in situ (DCIS). This diagnosis meets the Policy definition of Cancer (Non-Invasive). \$20,000 benefit amount x 25% = \$5,000.

These examples are for illustrative purposes only. Refer to the SCHEDULE OF BENEFITS for coverage amounts and covered conditions. All benefits are subject to the terms of this Certificate.

Benefits are payable up to the total maximum benefit amount shown on the SCHEDULE OF BENEFITS for <u>each</u> Critical Illness. This includes multiple payments for Different Diagnoses. The total maximum benefit amount is the maximum amount payable to you for each Critical Illness in the Certificate during your lifetime.

Any partial benefits paid will reduce the total maximum benefit amount for that Critical Illness.

When the total maximum benefit amount has been paid for a Critical Illness, no further benefits are payable for that Critical Illness. When the total maximum benefit amount has been paid for all Critical Illnesses, no further benefits are payable and your coverage (including all riders) terminates.

BASE MODULE

Benefits for Heart Attack, Cancer (Invasive), Stroke, Major Organ Transplant, Coronary Artery Bypass and Cancer (Non-Invasive) are payable when we receive due proof of such condition which is diagnosed after your coverage effective date (including the effective date of any changes to coverage).

A diagnosis of Heart Attack or Coronary Artery Bypass must be made by a cardiologist or a Doctor familiar with the specific condition. A diagnosis of Stroke must be made by a neurologist or a Doctor familiar with the diagnosis of Stroke. A diagnosis of Cancer (Invasive) or Cancer (Non-Invasive) must be made by a Doctor familiar with the specific condition.

If you are on the UNOS (United Network for Organ Sharing) list for a combined transplant, only one Major Organ Transplant benefit will be payable for the diagnosis.

MAJOR ORGAN MODULE

Benefits for Type 1 Diabetes, Severe Burns, Transient Ischemic Attacks (TIA), Ruptured or Dissecting Aneurysm, Abdominal Aortic Aneurysm, Thoracic Aortic Aneurysm, Open Heart Surgery for Valve Replacement or Repair, Transcatheter Heart Valve Replacement or Repair, Coronary Angioplasty, Implantable (or Internal) Cardioverter Defibrillator (ICD) Placement and Pacemaker Placement are payable when we receive due proof of such condition which is diagnosed after your coverage effective date (including the effective date of any changes to coverage).

A diagnosis of Type 1 Diabetes must: 1) be made by a board-certified or board-eligible endocrinologist or other specialist in the treatment of diabetes, 2) be based on blood tests, and 3) require insulin administration for a continuous period of at least 3 months.

A diagnosis of Ruptured or Dissecting Aneurysm, or Transient Ischemic Attacks (TIA) must be confirmed by a neurologist or a Doctor familiar with the diagnosis of the specific condition.

A diagnosis of Abdominal Aortic Aneurysm, or Thoracic Aortic Aneurysm, or Open Heart Surgery for Valve Replacement or Repair, or Transcatheter Heart Valve Replacement or Repair, or Coronary Angioplasty, or Implantable (or Internal) Cardioverter Defibrillator (ICD) Placement, or Pacemaker Placement, or must be made by a cardiologist or a Doctor familiar with the diagnosis of the specific condition.

One benefit for Open Heart Surgery for Valve Replacement or Repair is payable if the diagnosis is for replacement or repair of one or more valves.

One benefit for Transcatheter Heart Valve Replacement or Repair is payable if the diagnosis is for replacement or repair of one or more valves.

QUALITY OF LIFE MODULE

A Critical Illness under this module, other than Coma and Infectious Disease, is not eligible for multiple benefit payments.

Benefits for Permanent Paralysis, Loss of Sight, Loss of Hearing, Loss of Speech, Coma, Multiple Sclerosis, Amyotrophic Lateral Sclerosis (ALS), Advanced Dementia, including Alzheimer's Disease, Huntington's Disease (Huntington's Chorea), Muscular Dystrophy, Infectious Disease, Addison's Disease, Myasthenia Gravis, Systemic Lupus Erythematosus (SLE) and Systemic Sclerosis (Scleroderma) are payable when we receive due proof of such condition which is diagnosed after your coverage effective date (including the effective date of any changes to coverage).

A diagnosis of Loss of Sight must be certified by an ophthalmologist or a Doctor familiar with the diagnosis of Loss of Sight.

A diagnosis of Loss of Hearing must be made by an otolaryngologist or a Doctor familiar with the diagnosis of Loss of Hearing.

A diagnosis of Advanced Dementia must be made by a board certified or board eligible neurologist or a Doctor familiar with the diagnosis of Advanced Dementia.

A diagnosis of Muscular Dystrophy, Myasthenia Gravis, Multiple Sclerosis or Huntington's Disease (Huntington's Chorea) must be made by a neurologist or a Doctor familiar with the diagnosis of the specific condition. Genetic testing does not qualify as a diagnosis.

A diagnosis of Systemic Lupus Erythematosus (SLE) or Systemic Sclerosis (Scleroderma) must be confirmed by a rheumatologist or a Doctor familiar with the diagnosis of the specific condition.

Only one benefit for Infectious Disease is payable if the diagnosis of one or more Infectious Diseases is made during the same period of confinement.

Benefits for Parkinson's Disease are payable when we receive due proof of such condition which is diagnosed after your coverage effective date (including the effective date of any changes to coverage) or you <u>become incapacitated</u>, meaning:

- Exhibiting 2 or more of the following clinical manifestations:
 - Muscle rigidity;
 - Tremor; and
 - Bradykinesis (abnormal slowness of movement, sluggishness of physical and mental responses); and
- Resulting in the inability to perform independently 2 or more of the following activities of daily living:
 - Eating;
 - Bathing;
 - Dressing;
 - Toileting;
 - Transferring; and
 - Maintaining continence.

A diagnosis of Parkinson's Disease must be made by a psychiatrist or neurologist or a Doctor trained in the diagnosis of Parkinson's Disease.

ENHANCED CANCER MODULE

Benefits for Benign Brain Tumor, Skin Cancer, Bone Marrow Transplant and Stem Cell Transplant are payable when we receive due proof of such condition which is diagnosed after your coverage effective date (including the effective date of any changes to coverage).

A diagnosis of Benign Brain Tumor or Skin Cancer must be made by a Doctor familiar with the specific condition.

SPOUSE CRITICAL ILLNESS RIDER

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

POLICYHOLDER: PETCO Animal Supplies Stores, Inc.

GROUP POLICY NUMBER: 73138-2CCl2

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 rider.

SPOUSE BENEFIT AMOUNT

100% of Employee BENEFIT AMOUNT

SPOUSE CRITICAL ILLNESS BENEFITS

Base module

Covered illness/condition	Percent of BENEFIT AMOUNT payable	Total maximum benefit amount for coverage
Heart Attack	100%	2 times the BENEFIT AMOUNT
Cancer (Invasive)	100%	2 times the BENEFIT AMOUNT
Stroke	100%	2 times the BENEFIT AMOUNT
Major Organ Transplant	100%	2 times the BENEFIT AMOUNT
Coronary Artery Bypass	25%	2 times the BENEFIT AMOUNT
Cancer (Non-Invasive)	25%	2 times the BENEFIT AMOUNT

Major organ module

Covered illness/condition	Percent of BENEFIT AMOUNT payable	Total maximum benefit amount for coverage
Type 1 Diabetes	100%	2 times the BENEFIT AMOUNT
Severe Burns	100%	2 times the BENEFIT AMOUNT
Transient Ischemic Attacks (TIA)	10%	2 times the BENEFIT AMOUNT
Ruptured or Dissecting Aneurysm	10%	2 times the BENEFIT AMOUNT
Abdominal Aortic Aneurysm	10%	2 times the BENEFIT AMOUNT
Thoracic Aortic Aneurysm	10%	2 times the BENEFIT AMOUNT
Open Heart Surgery for Valve Replacement or Repair	25%	2 times the BENEFIT AMOUNT
Transcatheter Heart Valve Replacement or Repair	10%	2 times the BENEFIT AMOUNT
Coronary Angioplasty	10%	2 times the BENEFIT AMOUNT
Implantable (or Internal) Cardioverter Defibrillator (ICD) Placement	25%	2 times the BENEFIT AMOUNT
Pacemaker Placement	10%	2 times the BENEFIT AMOUNT

Enhanced cancer module

Covered illness/condition	Percent of BENEFIT AMOUNT payable	Total maximum benefit amount for coverage
Benign Brain Tumor	100%	2 times the BENEFIT AMOUNT
Skin Cancer	10%	2 times the BENEFIT AMOUNT
Bone Marrow Transplant	25%	2 times the BENEFIT AMOUNT
Stem Cell Transplant	25%	2 times the BENEFIT AMOUNT

Quality of life module

Covered illness/condition	Percent of BENEFIT AMOUNT payable	Total maximum benefit amount for coverage
Permanent Paralysis	100%	1 times the BENEFIT AMOUNT
Loss of Sight, Hearing or Speech	100%	3 times the BENEFIT AMOUNT
Coma	100%	2 times the BENEFIT AMOUNT
Multiple Sclerosis	100%	1 times the BENEFIT AMOUNT
Amyotrophic Lateral Sclerosis (ALS)	100%	1 times the BENEFIT AMOUNT
Parkinson's Disease	100%	1 times the BENEFIT AMOUNT
Advanced Dementia, including Alzheimer's Disease	100%	1 times the BENEFIT AMOUNT
Huntington's Disease (Huntington's Chorea)	100%	1 times the BENEFIT AMOUNT
Muscular Dystrophy	100%	1 times the BENEFIT AMOUNT
Infectious Disease	25%	2 times the BENEFIT AMOUNT
Addison's Disease	10%	1 times the BENEFIT AMOUNT
Myasthenia Gravis	50%	1 times the BENEFIT AMOUNT
Systemic Lupus Erythematosus (SLE)	50%	1 times the BENEFIT AMOUNT
Systemic Sclerosis (Scleroderma)	10%	1 times the BENEFIT AMOUNT

SPOUSE 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.

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 registered domestic partner who is recognized as equivalent to a spouse by California law. 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. Any reference to divorce includes termination of a domestic partnership.

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 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 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.
- 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, approved nonmedical leave of absence 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 this rider is terminated for all Insured Persons under the Policy.
- The date you voluntarily cancel this 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.
- The date your Spouse's total maximum benefit amount has been paid for all Critical Illnesses.

PORTABILITY

If you are approved by us to continue your coverage under the Certificate's PORTABILITY provision, then this 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 this rider on the date of your death or divorce, your Spouse must be under age 70 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 this 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.

PHYSICAL EXAMINATION

At our expense, we shall have the right and opportunity to require your Spouse to be examined as it relates to the Critical Illness 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 rider are payable to you. Any accrued benefits that are payable at your death will be paid according to the BENEFIT PAYMENTS provision in the Certificate. For PORTABILITY FOLLOWING DEATH OR DIVORCE, any accrued benefits that are payable at the time of your Spouse's death will be paid to your Spouse's estate.

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

CRITICAL ILLNESS BENEFITS

We will pay the BENEFIT AMOUNT as shown on this rider's SCHEDULE OF BENEFITS if your Spouse is diagnosed with a Critical Illness after your Spouse's coverage effective date. The percentage of BENEFIT AMOUNT payable is listed for the Critical Illness on this rider's SCHEDULE OF 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.

To be eligible for a benefit payment, the diagnosis must be a Different Diagnosis as defined in the DEFINITIONS section of the Certificate. A subsequent diagnosis of a Critical Illness that is for the same illness/condition as a Critical Illness for which benefits were payable under the Policy, may be eligible as a Different Diagnosis as defined.

A Critical Illness that meets the definition of a Same Diagnosis is not eligible for benefits.

Critical Illness benefits, including benefits for Cancer (Invasive) and Cancer (Non-Invasive) and Skin Cancer and Benign Brain Tumor, are based on diagnosis and not on treatment or expenses. As an example: A group policy has a \$20,000 critical illness benefit amount. The percentage of the benefit amount payable for Cancer (Invasive) is 100% and the percentage for Cancer (Non-Invasive) is 25%. Under this example, benefits would be calculated as follows:

- A Spouse has a lump in her breast and she is diagnosed with stage III breast cancer. This diagnosis meets the Policy definition of Cancer (Invasive). \$20,000 benefit amount x 100% = \$20,000.
- Another Spouse has a lump in her breast and she is diagnosed with breast ductal carcinoma in situ (DCIS). This diagnosis meets the Policy definition of Cancer (Non-Invasive). \$20,000 benefit amount x 25% = \$5,000.

These examples are for illustrative purposes only. Refer to the SCHEDULE OF BENEFITS for coverage amounts and covered conditions. All benefits are subject to the terms of the Certificate and this rider.

Benefits are payable up to the total maximum benefit amount shown on this rider's SCHEDULE OF BENEFITS for <u>each</u> Critical Illness. This includes multiple payments for Different Diagnoses. The total maximum benefit amount is the maximum amount payable for each Critical Illness in this rider during your Spouse's lifetime.

Any partial benefits paid will reduce the total maximum benefit amount for that Critical Illness.

When the total maximum benefit amount for your Spouse has been paid for a Critical Illness, no further benefits are payable for that Critical Illness. When the total maximum benefit amount has been paid for all Critical Illnesses, no further benefits are payable and this rider terminates.

Payment of any benefits for your Spouse's Critical Illness will not impact the available BENEFIT AMOUNT for your Critical Illness coverage. Payment of any benefits for your Critical Illness will not impact the available BENEFIT AMOUNT for your Spouse's Critical Illness coverage as long as your coverage remains in force.

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

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Robert L. Grubka President

Unner,

Melissa A. O'Donnell Secretary

CHILDREN'S CRITICAL ILLNESS RIDER

RELIASTAR LIFE INSURANCE COMPANY

20 Washington Avenue South, Minneapolis, Minnesota 55401

POLICYHOLDER: PETCO Animal Supplies Stores, Inc.

GROUP POLICY NUMBER: 73138-2CCl2

INSURED PERSON:

You must write your name in the space provided so that it becomes your rider. The date your Child 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 rider.

CHILDREN'S BENEFIT AMOUNT

50% of Employee BENEFIT AMOUNT

CHILDREN'S CRITICAL ILLNESS BENEFITS

Base module

Covered illness/condition	Percent of BENEFIT AMOUNT payable	Total maximum benefit amount for coverage
Heart Attack	100%	2 times the BENEFIT AMOUNT
Cancer (Invasive)	100%	2 times the BENEFIT AMOUNT
Stroke	100%	2 times the BENEFIT AMOUNT
Major Organ Transplant	100%	2 times the BENEFIT AMOUNT
Coronary Artery Bypass	25%	2 times the BENEFIT AMOUNT
Cancer (Non-Invasive)	25%	2 times the BENEFIT AMOUNT

Major organ module

Covered illness/condition	Percent of BENEFIT AMOUNT payable	Total maximum benefit amount for coverage
Type 1 Diabetes	100%	2 times the BENEFIT AMOUNT
Severe Burns	100%	2 times the BENEFIT AMOUNT
Transient Ischemic Attacks (TIA)	10%	2 times the BENEFIT AMOUNT
Ruptured or Dissecting Aneurysm	10%	2 times the BENEFIT AMOUNT
Abdominal Aortic Aneurysm	10%	2 times the BENEFIT AMOUNT
Thoracic Aortic Aneurysm	10%	2 times the BENEFIT AMOUNT
Open Heart Surgery for Valve Replacement or Repair	25%	2 times the BENEFIT AMOUNT
Transcatheter Heart Valve Replacement or Repair	10%	2 times the BENEFIT AMOUNT
Coronary Angioplasty	10%	2 times the BENEFIT AMOUNT
Implantable (or Internal) Cardioverter Defibrillator (ICD) Placement	25%	2 times the BENEFIT AMOUNT
Pacemaker Placement	10%	2 times the BENEFIT AMOUNT

Enhanced cancer module

Covered illness/condition	Percent of BENEFIT AMOUNT payable	Total maximum benefit amount for coverage
Benign Brain Tumor	100%	2 times the BENEFIT AMOUNT
Skin Cancer	10%	2 times the BENEFIT AMOUNT
Bone Marrow Transplant	25%	2 times the BENEFIT AMOUNT
Stem Cell Transplant	25%	2 times the BENEFIT AMOUNT

Quality of life module

Covered illness/condition	Percent of BENEFIT AMOUNT payable	Total maximum benefit amount for coverage
Permanent Paralysis	100%	1 times the BENEFIT AMOUNT
Loss of Sight, Hearing or Speech	100%	3 times the BENEFIT AMOUNT
Coma	100%	2 times the BENEFIT AMOUNT
Multiple Sclerosis	100%	1 times the BENEFIT AMOUNT
Amyotrophic Lateral Sclerosis (ALS)	100%	1 times the BENEFIT AMOUNT
Parkinson's Disease	100%	1 times the BENEFIT AMOUNT
Advanced Dementia, including Alzheimer's Disease	100%	1 times the BENEFIT AMOUNT
Huntington's Disease (Huntington's Chorea)	100%	1 times the BENEFIT AMOUNT
Muscular Dystrophy	100%	1 times the BENEFIT AMOUNT
Infectious Disease	25%	2 times the BENEFIT AMOUNT
Addison's Disease	10%	1 times the BENEFIT AMOUNT
Myasthenia Gravis	50%	1 times the BENEFIT AMOUNT
Systemic Lupus Erythematosus (SLE)	50%	1 times the BENEFIT AMOUNT
Systemic Sclerosis (Scleroderma)	10%	1 times the BENEFIT AMOUNT

CHILDREN'S 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. Benefit percentages for the Additional Child Diseases are shown below.

Additional Child Diseases module

Covered illness/condition	Percent of BENEFIT AMOUNT payable	Total maximum benefit amount for coverage
Cerebral Palsy	100%	1 times the BENEFIT AMOUNT
Congenital Birth Defects	100%	1 times the BENEFIT AMOUNT
Cystic Fibrosis	100%	1 times the BENEFIT AMOUNT
Down Syndrome	100%	1 times the BENEFIT AMOUNT
Gaucher Disease, Type II or III	100%	1 times the BENEFIT AMOUNT
Infantile Tay Sachs	100%	1 times the BENEFIT AMOUNT
Niemann-Pick Disease	100%	1 times the BENEFIT AMOUNT
Pompe Disease	100%	1 times the BENEFIT AMOUNT

DEFINITIONS

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

Additional Child Diseases means in addition to the benefits provided for Critical Illnesses as defined in the Certificate, this rider also covers the following child diseases:

- Cerebral Palsy.
- Congenital Birth Defects.
- Cystic Fibrosis.
- Down Syndrome.
- Gaucher Disease, Type II or III.
- Infantile Tay Sachs.
- Niemann-Pick Disease.
- Pompe Disease.

This definition does not include premature birth or stillbirth caused or contributed to by a Critical Illness or Additional Child Disease.

Cerebral Palsy means a group of disorders of the development of movement and posture causing activity limitation that are attributed to progressive disturbances that occurred in the developing fetal or infant brain. The motor disorders of Cerebral Palsy are often accompanied by disturbances of sensation, cognition, communication, perception and/or behavior and/or by a seizure disorder.

Child or Children means a child from live birth but less than 26 years of age who is one of the following:

- Your biological or adopted child (including a child placed for adoption).
- Your stepchild.
- A child of your registered domestic partner who is recognized as equivalent to a spouse by California law.
- 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.

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.

This definition includes your Child age 26 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.

Congenital Birth Defects means the malformation of an organ or organ system that results in the recommendation of surgery.

Examples include but are not limited to the following:

- Heart defects.
- Lung defects.
- Spina Bifida.
- Cleft lip or palate.
- Limb malformations.

Congenital Birth Defects includes developmental disorders of the brain or being born blind without the recommendation of surgery.

Congenital Birth Defects does not include prematurity.

Critical Illness has the same meaning as in the Certificate. This definition does not include premature birth or stillbirth caused or contributed to by a Critical Illness or Additional Child Disease.

Cystic Fibrosis means a definite diagnosis of cystic fibrosis by a licensed family practitioner, pediatrician or pulmonologist where the Child has chronic lung disease and pancreatic insufficiency. The diagnosis made via a sweat test should be based upon sweat chloride concentrations greater than 60 mmol/L on two independent tests.

Down Syndrome means diagnosis of down syndrome through a study of the 21st chromosome.

Down Syndrome includes:

- Trisomy 21 an individual has three instead of two #21 chromosomes.
- Translocation an extra part of the 21st chromosome is attached to another chromosome.
- Mosaicism the individual has an extra 21st chromosome in only some of the cells but not all of them. The other cells have the usual pair of 21st chromosomes.

Gaucher Disease, Type II or III means a definitive diagnosis of Gaucher Disease, Type II or III through a blood test reviewing beta-glucosidase leukocyte (BGL).

Infantile Tay Sachs means a definitive diagnosis of Infantile Tay Sachs through a blood test reviewing Hexosaminidase A levels.

Niemann-Pick Disease means a definitive diagnosis of Niemann-Pick, Type A, B, or C, through blood test or genetic test.

Pompe Disease (Type II Glycogen Storage Disease) means a definitive diagnosis of Pompe Disease (Type II Glycogen Storage Disease) through enzyme testing or genetic testing.

Spouse means your lawful spouse. It includes your registered domestic partner who is recognized as equivalent to a spouse by California law. 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. Any reference to divorce includes termination of a domestic partnership.

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 Insured Persons to which you belong.
- Your Critical Illness 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.

If both you and your Spouse are covered under the Policy as an Employee, then only one of you may cover your Children under this 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 within 60 days.

Once a claim for Employee benefits under the Policy has been approved, you are not eligible for any new, increased or additional Children's coverage. Once a claim for Child benefits under this rider has been approved, you are not eligible for any new, increased or additional Children's coverage.

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.
- 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, approved nonmedical leave of absence and paid time off for nonmedical-related absences.

Your eligible newborn Child is automatically covered for the first 30 days after birth. This includes an adopted newborn Child who is placed with you within 30 days of birth. The coverage amount(s) will be the same as for your other eligible Children. If you do not already have Children's coverage under this rider, then coverage for the newborn will be at the lowest level available. If you do not already have Children's coverage under this rider, then Child coverage beyond the 30th day is subject to the conditions regarding application and Active Employment and having no approved Employee claims under the Policy.

If you have coverage under this 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 an adopted newborn Child is placed with you within 30-60 days of birth, the "event" will be the date of birth. If an adopted Child is placed with you more than 30-60 days after birth, the "event" will be the date of placement. No additional premium is required.

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 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

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

- The date this rider terminates.
- The last day of the month during which the Child reaches age 26, unless he/she is disabled as defined under the definition of Child. Coverage of a disabled Child ends when there is no longer evidence satisfactory to us that the disability is continuing.
- The date your Child's total maximum benefit amount has been paid for all Critical Illnesses.

This rider terminates on the earliest of the following:

- The date your Certificate terminates.
- The date this rider is terminated for all Insured Persons under the Policy.
- The last day of the month during which you voluntarily cancel this 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 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 rider can be continued under your Spouse's coverage. 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.

PHYSICAL EXAMINATION

At our expense, we shall have the right and opportunity to require your Child to be examined as it relates to the Critical Illness 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 rider are payable to you. Any accrued benefits that are payable at your death will be paid according to the BENEFIT PAYMENTS provision in the Certificate. For PORTABILITY FOLLOWING DEATH, any accrued benefits that are payable at the time of your Spouse's death will be paid to your Spouse's estate.

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

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. Benefits for the Additional Child Diseases module are shown below.

To be eligible for a benefit payment, the diagnosis must be a Different Diagnosis from any previously diagnosed Critical Illness or Additional Child Disease. A subsequent diagnosis of a Critical Illness that is for the same illness/condition as a Critical Illness for which benefits were payable under the Policy may be eligible as a Different Diagnosis as defined.

A Critical Illness that meets the definition of a Same Diagnosis is not eligible for benefits.

Critical Illness benefits, including benefits for Cancer (Invasive) and Cancer (Non-Invasive) and Skin Cancer and Benign Brain Tumor, are based on diagnosis and not on treatment or expenses. As an example: A group policy has a \$10,000 critical illness benefit amount for Children. The percentage of the benefit amount payable for Cancer (Invasive) is 100% and the percentage for Cancer (Non-Invasive) is 25%. Under this example, benefits would be calculated as follows:

- A Child has a lump in her breast and she is diagnosed with stage I breast cancer. This diagnosis meets the Policy definition of Cancer (Invasive). \$10,000 benefit amount x 100% = \$10,000.
- Another Child has a lump in her breast and she is diagnosed with breast ductal carcinoma in situ (DCIS). This diagnosis meets the Policy definition of Cancer (Non-Invasive). \$10,000 benefit amount x 25% = \$2,500.

These examples are for illustrative purposes only. Refer to the SCHEDULE OF BENEFITS for coverage amounts and covered conditions. All benefits are subject to the terms of the Certificate and this rider.

Benefits are payable up to the total maximum benefit amount shown on this rider's SCHEDULE OF BENEFITS for <u>each</u> Critical Illness and Additional Child Disease. This includes multiple payments for Different Diagnoses. The total maximum benefit amount is the maximum amount payable for each Critical Illness and Additional Child Disease in this rider during your Child's lifetime.

Any partial benefits paid will reduce the total maximum benefit amount for that Critical Illness or Additional Child Disease.

When the total maximum benefit amount for a Child has been paid for a Critical Illness or Additional Child Disease, no further benefits are payable for that Child for that Critical Illness or Additional Child Disease. When the total maximum benefit amount for a Child has been paid for all Critical Illnesses and Additional Child Diseases, no further benefits are payable for that Child. When the total maximum benefit has been paid for all Critical Illnesses and Additional Child Diseases, no further benefits are payable for that Child. When the total maximum benefit has been paid for all Critical Illnesses and Additional Child Diseases, no further benefits are payable for that Child Diseases, no further benefits are payable and this rider terminates.

Payment of any benefits for your Child's Critical Illness or Additional Child Disease will not impact the available BENEFIT AMOUNT for your Critical Illness. Payment of any benefits for your Critical Illness will not impact the available BENEFIT AMOUNT for your Child's Critical Illness or Additional Child Disease as long as your coverage remains in force.

A diagnosis of any Critical Illness or Additional Child Disease must be made after your Child's live birth and by a Doctor familiar with the diagnosis of the specific condition.

ADDITIONAL CHILD DISEASES MODULE

Benefits for Cerebral Palsy, Congenital Birth Defects, Cystic Fibrosis, Down Syndrome, Gaucher Disease, Type II or III, Infantile Tay Sachs, Niemann-Pick Disease and Pompe Disease are payable when we receive due proof of such condition which is diagnosed after your Child's coverage effective date (including the effective date of any changes to coverage).

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

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Robert L. Grubka President

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Melissa A. O'Donnell Secretary

CONTINUATION OF INSURANCE RIDER

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

POLICYHOLDER: PETCO Animal Supplies Stores, Inc.

GROUP POLICY NUMBER: 73138-2CCl2

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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DEFINITIONS

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.

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.

GENERAL PROVISIONS

ELIGIBILITY

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 Critical Illness coverage effective date.

EFFECTIVE DATE

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

This rider terminates on the earliest of the following:

- The date your Critical Illness 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.

CONTINUATION OF INSURANCE

If you stop Active Employment due to:

• Employer-approved Leave of Absence,

then insurance coverage may be continued under the Policy beyond the date you are no longer in Active Employment, 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.

EMPLOYER-APPROVED LEAVE(S) OF ABSENCE

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 insurance during an FMLA or State FML Leave of Absence, then 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.

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.

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 due to Active Employment.
- The date of your death.
- The date you become covered under another group critical illness or specified disease insurance policy as an employee or member.
- The date the Policy terminates.
- The date coverage for all 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, insurance under the Policy will stay in force only if all of the following conditions are met:

- Critical Illness insurance is in force for 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.

RETURN TO ACTIVE EMPLOYMENT

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 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 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

Robert L. Grubka President

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Melissa A. O'Donnell Secretary

WELLNESS BENEFIT RIDER

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

POLICYHOLDER: PETCO Animal Supplies Stores, Inc.

GROUP POLICY NUMBER: 73138-2CCl2

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 rider is automatically included in the cost of your coverage and the cost of your Spouse's coverage and the cost of your Children's coverage.

WELLNESS BENEFIT

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

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.

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 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 rider will terminate on the earliest of the following:

- The date your Certificate terminates.
- The date this 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 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 rider can also be continued under your Spouse's coverage.

ASSIGNMENT

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

BENEFIT PAYMENTS

Benefits under this rider are payable to you unless otherwise specified. Any accrued benefits that are payable at your death will be paid according to the BENEFIT PAYMENTS provision in the Certificate. For Portability Following Death or Divorce, any accrued benefits that are payable at the time of your Spouse's death will be paid to your Spouse's estate.

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

The PHYSICAL EXAMINATION provision in the Certificate and riders does not apply to this rider.

RL-CI4-WELL-16-CA

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 limited to one annual payment per Policy year per Covered Person.

Health screening tests include, but are not limited to:

- Blood test for triglycerides
- Pap smear or thin prep pap test
- Flexible sigmoidoscopy
- CEA (blood test for colon cancer)
- Bone marrow testing
- Serum cholesterol test for HDL & LDL levels
- Hemoccult stool analysis
- Serum Protein Electrophoresis (myeloma)
- Breast ultrasound, sonogram, MRI
- Chest x-ray
- Mammography
- Colonoscopy
- CA 15-3 (breast cancer)

- Stress test on bicycle or treadmill
- Fasting blood glucose test
- Thermography
- PSA (prostate cancer)
- Electrocardiogram (EKG)
- Routine eye exam
- Routine dental exam
- Well child/preventive exams for ages 1 through 18
- Biometric screenings

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

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Robert L. Grubka President

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Melissa A. O'Donnell Secretary

RELIASTAR LIFE INSURANCE COMPANY Minneapolis, Minnesota

ALASKA CERTIFICATE ENDORSEMENT

for Group Critical Illness Insurance

ALASKA LAW GOVERNS WITH RESPECT TO CERTIFICATES COVERING ALASKA RESIDENTS UNDER GROUP POLICIES ISSUED IN A STATE OTHER THAN ALASKA.

Your Certificate has been changed as follows. Please keep this endorsement with your Certificate. This endorsement is subject to all other terms of the Policy.

I. GENERAL PROVISIONS

If your Certificate and any riders include a PORTABILITY provision, and the time period for us to change portability premium rates with written notice is less than 45 days, then this time period is changed to be 45 days.

II. EFFECTIVE DATE

- The Policy effective date.
- The effective date of your insurance.

Mmell,

Melissa A. O'Donnell Secretary

Consumer Notice for Arkansas Residents

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

PO Box 20 Minneapolis, Minnesota 55440-0122 Telephone: (800) 537-5024

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

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

Telephone: (501) 371-2640 Toll Free in AR: (800) 852-5494

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

NOTICE OF PROTECTION PROVIDED BY CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

COVERAGE

Persons Covered

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

<u>Amounts of Coverage</u>

The basic coverage protections provided by the Association are as follows.

Life Insurance, Annuities and Structured Settlement Annuities

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

• Life Insurance

80% of death benefits but not to exceed \$300,00080% of cash surrender or withdrawal values but not to exceed \$100,000

• <u>Annuities and Structured Settlement Annuities</u> 80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed \$250,000

The maximum amount of protection provided by the Association to an individual, for *all* life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

Health Insurance

The maximum amount of protection provided by the Association to an individual, as of July 1, 2016, is \$546,741. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer. Changes to this amount will be posted on the Association's website www.califega.org.

COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society
- If the person is provided coverage by the guaranty association of another state.
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care benefits under Medicare Part C or Part D
- An annuity issued by an organization that is only licensed to issue charitable gift annuities
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1607.02(b)(2)(C).

NOTICES

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at <u>www.califega.org</u>, or contact either of the following:

California Life and Health Insurance
Guarantee Association
P.O. Box 16860,
Beverly Hills, CA 90209-3319
(323) 782-0182

California Department of Insurance Consumer Communications Bureau 300 South Spring Street Los Angeles, CA 90013 (800) 927-4357

Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.

RELIASTAR LIFE INSURANCE COMPANY Minneapolis, Minnesota 55401

NOTICE CONCERNING COVERAGE LIMITATIONS AND EXCLUSIONS UNDER THE HAWAII LIFE AND DISABILITY INSURANCE GUARANTY ASSOCIATION ACT

Residents of Hawaii who purchase life insurance, annuities, or disability insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Hawaii Life and Disability Insurance Guaranty Association. The purpose of this association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumer's care in selecting companies that are well-managed and financially stable.

DISCLAIMER

The Hawaii Life and Disability Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Hawaii. You should not rely on coverage by the Hawaii Life and Disability Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is *NOT* provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.

The Hawaii Life and Disability Insurance Guaranty Association 1132 Bishop Street, Suite 1590 Honolulu, Hawaii 96813

Department of Commerce and Consumer Affairs Insurance Division P.O. Box 3614 Honolulu, Hawaii 96811

The state law that provides for this safety-net coverage is called the Hawaii Life and Disability Insurance Guaranty Association Act. Below is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the Guaranty Association.

(please turn to back of page)

COVERAGE

Generally, individuals will be protected by the Hawaii Life and Disability Insurance Guaranty Association if they live in this state and hold a life or disability insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are **not** protected by the Guaranty Association if –

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state); or
- the insurer was not a member insurer of the Guaranty Association. A nonprofit hospital or medical service organization (the "Blues"), an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or an insurance exchange are examples of nonmember insurers.

The Guaranty Association also does not provide coverage for -

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate;
- dividends;
- credits given in connection with the administration of a policy by a group contract holder;
- employer's plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- unallocated annuity contracts (which give rights to group contract holders, not individuals).

LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the Guaranty Association is obligated to pay out. The basic protections provided by the Association are:

- Life Insurance
 - \$300,000 in death benefits
 - o \$100,000 in cash surrender or withdrawal values
- Health Insurance
 - o \$500,000 in hospital, medical and surgical insurance benefits
 - \$300,000 in disability insurance benefits
 - \$300,000 in long-term care insurance benefits
 - \$100,000 in other types of health insurance benefits
- Annuities
 - \$250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000. Special rules may apply with regard to hospital, medical and surgical insurance benefits and with regard to one owner of multiple non-group policies of life insurance.

Minneapolis, Minnesota

IDAHO CERTIFICATE ENDORSEMENT

for Group Critical Illness Insurance

Your Certificate has been changed as follows. Please keep this endorsement with your Certificate. This endorsement is subject to all other terms of the Policy.

I. CERTIFICATE COVER

The following statements are added to the cover page of your Certificate:

Notice to Buyer: This is a specified disease Certificate. This Certificate provides limited benefits. Benefits provided are supplemental and are not intended to cover all medical expenses. Read your Certificate carefully with the outline of coverage.

RENEWABILITY

The group Policy is conditionally renewable for an additional year on each Policy anniversary according to the TERMINATION OF COVERAGE and POLICY TERMINATION provisions.

II. SCHEDULE OF BENEFITS

Every benefit amount and total maximum benefit amount (if any) in your Certificate and any riders is a multiple of \$1,000. If any amount does not equal a multiple of \$1,000, then that amount is rounded to the nearest \$1,000.

If your Certificate or any riders include a BENEFIT REDUCTIONS provision or reductions due to age, then the reduced benefit amount is rounded to the nearest \$1,000.

If your Certificate or any riders includes a benefit for Bone Marrow Transplant, then all references to "Bone Marrow Transplant" are changed to: "Bone Marrow Disease, Infection or Damage."

If your Certificate or any riders includes a benefit for Coronary Artery Bypass, then all references to "Coronary Artery Bypass" are changed to: "Critical Coronary Artery Disease."

If your Certificate or any riders includes a benefit for Major Organ Transplant, then all references to "Major Organ Transplant" are changed to "Major Organ Failure."

III. DEFINITIONS

If your Certificate includes a definition of **Abdominal Aortic Aneurysm**, then that definition is revised to remove any reference to surgical repair being advised.

If your Certificate includes a definition of **Bone Marrow Transplant**, then that definition is replaced by the following:

Bone Marrow Disease, Infection or Damage means the clinical diagnosis of bone marrow disease, infection or damage from chemotherapy that has resulted in irreversible bone marrow failure.

If your Certificate contains a definition of **Carcinoma in Situ (CIS)**, then the following is added to the definition: A clinical diagnosis of Carcinoma in Situ will be accepted as evidence that Carcinoma in Situ exists when

a pathological diagnosis cannot be made, provided the medical evidence substantially documents the diagnosis of Carcinoma in Situ.

If your Certificate includes a definition of **Coronary Artery Bypass**, then that definition is replaced by the following:

Critical Coronary Artery Disease means the diagnosis of severe left main or severe multi-vessel coronary artery disease with a SYNTAX score of \geq 22.

If the definition of **Hospital** in your Certificate excludes a hospice unit, including any bed designated as a hospice or swing bed, then that exclusion does not apply.

If your Certificate includes a definition of **Major Organ Transplant**, then that definition is replaced by the following:

Major Organ Failure means the diagnosis by a Doctor of irreversible failure of your heart, lung, pancreas, an entire kidney or the entire liver, or any combination of these conditions.

If your Certificate contains a definition of **Pre-Existing Condition**, and the time period in that definition is more than 6 months, then the time period in that definition is limited to 6 months.

If your Certificate contains a definition of **Skin Cancer**, then the following is added to the definition:

A clinical diagnosis of Skin Cancer will be accepted as evidence that Skin Cancer exists when a pathological diagnosis cannot be made, provided the medical evidence substantially documents the diagnosis of Skin Cancer.

If your Certificate includes a definition of **Thoracic Aortic Aneurysm**, then that definition is revised to remove any reference to surgical repair being advised.

IV. GENERAL PROVISIONS

The following provision is added to your Certificate:

CONSUMER NOTICE

If you (a) need the assistance of the governmental agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer, you may contact the Department of Insurance:

Idaho Department of Insurance Consumer Affairs 700 W. State Street, 3rd Floor P.O. Box 83720 Boise, Idaho 83720-0043 (800) 721-3272 www.DOI.Idaho.gov

V. CRITICAL ILLNESS BENEFITS

If your Certificate includes benefits for Major Organ Transplant (or Major Organ Failure), with reference to the UNOS (United Network Organ Sharing) list, then all references to the UNOS list do not apply.

If your Certificate includes benefits for Parkinson's Disease, then any references to clinical manifestations or activities of daily living are replaced by:

...unable to care for yourself and will continue to decline even with the best medical therapy.

If your Certificate includes benefits for Occupational HIV or Hepatitis B or C, then the following is added: This benefit does not in any way alter or replace the Employer's obligations under the Workers' Compensation Law.

If your Certificate includes a Child Care Benefit, then the reference to "child" or "children" includes a child placed for adoption.

VI. EXCLUSIONS AND LIMITATIONS

If your Certificate and any riders contain an exclusion for felony or illegal activity, then that exclusion is replaced by the following:

• Participation in a felony.

If your Certificate and any riders contain an exclusion for alcoholism, drug abuse, or misuse of alcohol or taking of drugs, then that exclusion is replaced by the following:

• Alcoholism or drug addiction.

VII. CLAIMS

If the BENEFIT PAYMENTS provision in your Certificate and any riders indicates that there is a time limit on when we will make payment, then that statement is replaced by the following:

Once a claim has been approved, we will make payment immediately upon receipt of due written proof of claim.

VIII. CHILDREN'S CRITICAL ILLNESS RIDER

If your Certificate includes a Children's Critical Illness Rider, then in addition to any changes noted above, this rider is changed as follows:

If the rider includes a benefit for Congenital Birth Defects, then all references to "Congenital Birth Defects" are changed to: "Congenital Anomaly."

In the **DEFINITIONS** section:

If the definition of **Child** or **Children** includes a maximum Child age of less than 25 years, then this maximum is changed to 25 years.

The reference to an adopted child in the definition of **Child** or **Children** is changed to add the following: "Placed" means physical placement in your care, except when physical placement is prevented due to the medical needs of the child, in which case 'placed' means the date you sign an agreement for adoption of the child and assume financial responsibility for the child.

If the definition of **Child** or **Children** includes a requirement that the child be eligible to be claimed by you or your Spouse for federal income tax purposes, then that requirement does not apply to your natural or adopted child.

If the definition of **Child** or **Children** includes any requirements for full-time students over a certain age, then these requirements do not apply.

If the rider contains a definition of **Congenital Birth Defects**, that definition if replaced by the following (if the rider contains no such definition, the following definition is added):

Congenital Anomaly means a condition existing at or from birth that is a significant deviation from the common form or function of the body, whether caused by a hereditary or developmental defect or disease. The term significant deviation is defined to be a deviation which impairs the function of the body, and includes but is not limited to the conditions of cleft lip, cleft palate, webbed fingers or toes, sixth toes or fingers, or defects of metabolism and other conditions that are medically diagnosed to be congenital anomalies.

Examples includes, but are not limited to, the following:

- Heart defects.
- Lung defects.
- Spina Bifida.
- Cleft lip or palate.
- Limb malformations.

Congenital Anomaly includes being born blind without the recommendation of surgery. Congenital Anomaly does not include prematurity.

In the GENERAL PROVISIONS section:

If the ELIGIBILITY provision includes a time period following one parent's termination of Employee coverage during which the other parent may enroll for Child coverage, then this time period does not apply.

The following replaces any language in the EFFECTIVE DATE provision specific to a newborn Child (if there is no language specific to a newborn Child, then this is added):

If you have coverage on yourself, your eligible newborn Child is automatically covered for the first 60 days after birth. This includes an adopted newborn Child who is placed with you within 60 days of birth. The coverage amount(s) will be the same as for your other eligible Children. If you do not already have Children's coverage under this rider, then Child coverage beyond the 60th day is subject to the conditions regarding application and Active Employment.

If you pay any part of the cost of coverage under this rider, the Employer will notify you of the premium required for this rider and the date that either payroll deductions will begin or your first premium payment is due, which will not be less than 31 days following your receipt of the notification.

If you have coverage under this 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 an adopted newborn Child is placed with you within 60 days of birth, the "event" will be the date of birth. If an adopted Child is placed with you more than 60 days after birth, the "event" will be the date of placement. No additional premium is required.

In the CRITICAL ILLNESS BENEFITS section:

If the rider includes benefits for Additional Child Diseases, then this statement is added: If any Additional Child Disease is also considered a Congenital Anomaly, only one benefit is payable.

In the EXCLUSIONS (or EXCLUSIONS AND LIMITATIONS) section, if any:

If the rider contains a PRE-EXISTING CONDITION EXCLUSION (or LIMITATION) provision, then the following statement is added to that provision:

A Congenital Anomaly is not considered a Pre-Existing Condition.

IX. ABSENCE FROM EMPLOYMENT PREMIUM WAIVER RIDER

If your Certificate includes an Absence from Employment Premium Waiver Rider, then this rider is changed as follows:

In the **DEFINITIONS** section:

If the rider includes a definition of **Waiting Period** and the time period in that definition is more than 30 days (or more than 1 month if shown in months), then this time period is limited to 30 days (or 1 month).

X. OUTLINE OF COVERAGE FOR IDAHO RESIDENTS

See the next page for the Outline of Coverage for Idaho Residents.

XI. EFFECTIVE DATE

- The Policy effective date.
- The effective date of your insurance.

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Melissa A. O'Donnell Secretary

RELIASTAR LIFE INSURANCE COMPANY Minneapolis, Minnesota

SPECIFIED DISEASE COVERAGE

THE CERTIFICATE PROVIDES LIMITED BENEFITS BENEFITS PROVIDED ARE SUPPLEMENTAL AND ARE NOT INTENDED TO COVER MEDICAL EXPENSES

OUTLINE OF COVERAGE FOR IDAHO RESIDENTS

THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENT POLICY. If you are eligible for Medicare, review the "Guide to Health Insurance for People With Medicare" available from the company.

This coverage is designed only as a supplement to a comprehensive health insurance policy and should not be purchased unless you have this underlying coverage. Persons covered under Medicaid should not purchase it.

Read Your Certificate Carefully. This outline of coverage provides a very brief description of the important features of coverage. This is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth in detail the rights and obligations of both you and your insurance company. It is, therefore, important that you READ YOUR CERTIFICATE CAREFULLY!

Specified disease coverage is designed to provide, to persons insured, restricted coverage paying benefits ONLY when certain losses occur as a result of specified diseases. Coverage is not provided for basic hospital, basic medical-surgical, or major medical expenses.

The policy provides a lump-sum benefit if a covered person is diagnosed with any of the covered illnesses/conditions listed on the Schedule of Benefits. Commonly covered conditions include: heart attack, cancer, stroke, major organ failure, coronary artery disease, and carcinoma in situ (CIS). Please consult your certificate and riders for specific information about the conditions covered, how terms are used, any requirements that describe qualifying for a particular loss, and the benefit amounts. If you pay all or part of the cost of coverage, then the enrollment materials you received also contain a description of benefits available under the Policy.

In order for a benefit to be payable, the specified disease must be <u>diagnosed after</u> the covered person's coverage effective date. A pre-existing condition exclusion or limitation may apply to a specified disease diagnosed during the first year that coverage (or an increase in coverage) is in force. Coverage may reduce based on age. Benefit payment is contingent on proof of loss which may require additional information be provided prior to claim determination. The Policyholder may choose to have an eligibility waiting period, during which time no coverage is in force.

The exclusions that apply to all provisions for specified disease coverage are provided in the "Exclusions" section of the certificate and any riders. The "Schedule of Benefits," the Benefits section(s) and the "Exclusions" section of the certificate and any riders provide specific information about the conditions for receiving benefits and any limitations. If you pay all or part of the cost of coverage, then the enrollment materials you received also contain a description of the exclusions and limitations under the policy.

The eligibility requirements for a spouse and children may include age limitations, as provided in the riders. If you pay all or part of the cost of coverage, then the enrollment materials you received also contain a description of any age limitations under the policy.

Your coverage will continue under the policy, while the policy remains in force, as long as you continue to meet the eligibility requirements and all premiums due are paid. You may have the option to continue your coverage by direct payment of premiums to ReliaStar Life Insurance Company after you no longer meet the eligibility requirements.

The Policyholder may change the terms of the policy at any time with ReliaStar Life Insurance Company's agreement. The Policyholder or ReliaStar Life Insurance Company may terminate the policy at any time. ReliaStar Life Insurance Company reserves the right to change premiums at any time according to the terms of the policy.

Minneapolis, Minnesota

MAINE CERTIFICATE ENDORSEMENT

for Group Critical Illness Insurance

Your Certificate has been changed as follows. Please keep this endorsement with your Certificate. This endorsement is subject to all other terms of the Policy.

I. GENERAL PROVISIONS

The following are added after the TERMINATION OF COVERAGE provision:

If your coverage ends due to a lapse or default on your part, your coverage may be reinstated on the basis that you suffered from a cognitive impairment or functional incapacity at the time of cancellation. You or someone authorized to act on your behalf must submit a request for reinstatement to us within 90 days of cancellation along with medical proof, at your expense, that you suffered from a cognitive impairment or functional incapacity at the time of cancellation. Within 15 days of our request, all premiums due from the date of cancellation must also be received by us in order to consider your request for reinstatement. If we approve your request, your coverage will be reinstated at the same level as though the cancellation had not occurred.

THIRD PARTY NOTICE

You may designate an additional person to receive notice of any intent to terminate coverage. You may change this designation at any time. The form is available upon request from the Policyholder.

II. EFFECTIVE DATE

- The Policy effective date.
- The effective date of your insurance.

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Melissa A. O'Donnell Secretary

Minneapolis, Minnesota

MASSACHUSETTS CERTIFICATE ENDORSEMENT

for Group Critical Illness Insurance

Your Certificate has been changed as follows. Please keep this endorsement with your Certificate. This endorsement is subject to all other terms of the Policy.

I. GENERAL PROVISIONS

The following statements are added to the TERMINATION OF COVERAGE provision:

If your employment ends, your coverage will continue under the Policy for a period of 31 days unless during that period you are otherwise entitled to similar benefits. Premium payment is required.

If your employment is terminated due to a plant closing or a partial closing (as defined in section 71A of Chapter 151A, Massachusetts Statutes), your coverage will continue under the Policy for a period of 90 days unless during that period you are otherwise entitled to similar benefits. Premium payment is required.

II. EFFECTIVE DATE

- The Policy effective date.
- The effective date of your insurance. •

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Melissa A. O'Donnell Secretary

Minneapolis, Minnesota

MINNESOTA CERTIFICATE ENDORSEMENT

for Group Critical Illness Insurance

Your Certificate has been changed as follows. Please keep this endorsement with your Certificate. This endorsement is subject to all other terms of the Policy.

I. GENERAL PROVISIONS

The POLICY TERMINATION provision is changed to add the following statement:

If the Policy is terminated, we will make a good faith effort to notify all Insured Persons at least 30 days before the termination date. We will not notify Insured Persons if we have reasonable evidence that the Policy has been or will be replaced by a substantially similar group policy, plan or contract.

II. CHILDREN'S CRITICAL ILLNESS RIDER

If your Certificate includes a Children's Critical Illness Rider, the definition of **Child** or **Children** is changed as follows:

If the definition includes a maximum Child age of less than 25 years, then this maximum is changed to 25 years.

The definition includes a child for whom you or your Spouse are a legal guardian. The definition also includes your grandchild who is financially dependent on you and resides with you continuously from birth.

If the definition includes any requirements for full-time students over a certain age, then these requirements do not apply.

Any reference in the definition to "disability" means developmental disability, mental illness or disorder, or physical disability.

III. EFFECTIVE DATE

- The Policy effective date.
- The effective date of your insurance.

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Melissa A. O'Donnell Secretary

RELIASTAR LIFE INSURANCE COMPANY Minneapolis, Minnesota

MINNESOTA CONTINUATION CERTIFICATE ENDORSEMENT

for Group Critical Illness Insurance

Your Certificate has been changed as follows. Please keep this endorsement with your Certificate. This endorsement is subject to all other terms of the Policy.

If any riders include an EXTENSION FOLLOWING DEATH and/or an EXTENSION FOLLOWING DEATH OR DIVORCE provision, then all references below to "Portability" mean Extension.

I. SPOUSE CRITICAL ILLNESS RIDER

If your Certificate includes a Spouse Critical Illness Rider, then the PORTABILITY FOLLOWING DEATH OR DIVORCE provision on that rider is replaced by the following:

MINNESOTA CONTINUATION FOLLOWING DEATH OR DIVORCE

If you die or divorce, your Spouse can elect to maintain Spouse coverage if certain conditions are met. Upon your Spouse's request, the Employer will provide your Spouse with information about the cost of maintaining coverage under this provision and how to elect continuation. Your Spouse must have been insured under this rider on the date of your death or divorce, and your Spouse must elect continuation and pay the first premium within 90 days of the date of your death or divorce.

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 premium rates in effect at the time your Spouse becomes eligible for this continuation. We may change the premium rates at any time upon 60 days written notice to your Spouse.

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

- The date coverage would otherwise terminate for the Spouse according to this rider's TERMINATION provision.
- The date your Spouse becomes covered under any group critical illness or specified disease policy as an employee, member or spouse.
- The date the Policy terminates and coverage for all Insured Persons under the Policy terminates, upon 60 days written notice of termination.

If your Spouse Critical Illness Rider does not include a PORTABILITY FOLLOWING DEATH OR DIVORCE provision, then the provision above is added to the rider.

Any references to Portability in the BENEFIT PAYMENTS provision on the Spouse Critical Illness Rider are replaced by the following:

For MINNESOTA CONTINUATION FOLLOWING DEATH OR DIVORCE, benefits are payable to your Spouse, and any accrued benefits unpaid at your Spouse's death will be paid to your Spouse's estate.

If your Spouse Critical Illness Rider does not include references to Portability in the BENEFIT PAYMENTS provision, then the above statement is added to the BENEFIT PAYMENTS provision on the rider.

II. CHILDREN'S CRITICAL ILLNESS RIDER

If your Certificate includes a Children's Critical Illness Rider, then the PORTABILITY FOLLOWING DEATH provision on that rider is replaced by the following:

MINNESOTA CONTINUATION FOLLOWING DEATH

If you die while this rider is in force, Children's coverage can be maintained if certain conditions are met. Your Children must have been insured under this rider on the date of your death. Children may be covered only if they would have been eligible for coverage under the eligibility rules in force prior to your death.

If your Spouse has elected Minnesota continuation under the Spouse Critical Illness Rider, then your Spouse may also elect continuation of this Children's Critical Illness Rider at the same time. If you do not have an eligible Spouse insured under the Spouse Critical Illness Rider at the time of your death, then each eligible Child insured under the Children's Critical Illness Rider may elect Minnesota continuation and pay the first premium within 90 days of the date of your death.

Upon request of your Spouse, Child or the Child's legal guardian, the Employer will provide that person with information about the cost of maintaining coverage under this provision and how to elect this continuation.

Premiums will be billed directly to your Spouse, Child or Child's legal guardian as applicable. Ongoing premium payment is required to keep coverage in force. The initial premium will be based on the premium rates in effect at the time your Child becomes eligible for this continuation. We may change the premium rates at any time upon 60 days written notice to your Spouse, Child or Child's legal guardian as applicable.

If your Spouse or the Child's legal guardian dies while a Child's coverage is in force under this provision, then the Child or their new legal guardian must contact us within 31 days of the death for information about how to maintain the Child's coverage under this provision.

Each Child's coverage maintained under this provision will end on the earliest of the following:

- The date coverage would otherwise terminate for the Child according to this rider's TERMINATION provision.
- The end of the period for which premium are paid for the Child, if the next required premium contribution is not paid, subject to the GRACE PERIOD provision in the Certificate.
- The date the Child becomes covered under any group critical illness or specified disease policy as an employee, member, spouse or child.
- The date the Policy terminates and coverage for all Insured Persons under the Policy terminates, upon 60 days written notice of termination.

If your Children's Critical Illness Rider does not include a PORTABILITY FOLLOWING DEATH provision, then the provision above is added to the rider.

The following provisions are also added to the Children's Critical Illness Rider:

MINNESOTA CONTINUATION FOLLOWING DIVORCE

If you divorce and your former spouse has elected Minnesota continuation under the Spouse Critical Illness Rider, then this Children's Critical Illness Rider can be maintained under your former spouse's coverage for each child whose coverage would otherwise terminate due to the divorce. Upon your former spouse's request, the Employer will provide your former spouse with information about the cost of maintaining coverage under this provision and how to elect continuation.

Premiums will be billed directly to your former spouse. Ongoing premium payment is required to keep coverage in force. The initial premium will be based on the premium rates in effect at the time the child becomes eligible for this continuation. We may change the premium rates at any time upon 60 days written notice to your former spouse.

If your former spouse dies while a child's coverage is in force under this provision, then the child or their legal guardian must contact us within 31 days of the death for information about how to maintain the child's coverage under this provision.

Each child's coverage maintained under this provision will end on the earliest of the following:

- The date coverage would otherwise terminate for the child according to this rider's TERMINATION provision.
- The end of the period for which premiums are paid for the child, if the next required premium contribution is not paid, subject to the GRACE PERIOD provision in the Certificate.
- The date the child becomes covered under any group critical illness or specified disease policy as an employee, member, spouse or child.
- The date the Policy terminates and coverage for all Insured Persons under the Policy terminates, upon 60 days written notice of termination.

MINNESOTA CONTINUATION WHEN YOUR CHILD NO LONGER MEETS THE DEFINITION OF CHILD

If your Child's coverage under this rider would otherwise terminate because the child no longer meets the definition of Child in this rider, for a reason other than your death or divorce, then the child can elect to maintain Child coverage under this rider for a period of time. The child (or the child's legal guardian) must elect continuation and pay the first premium within 90 days of the date of loss of eligibility.

Upon request of the child or the child's legal guardian, the Employer will provide that person with information about the cost of maintaining coverage under this provision and how to elect this continuation.

Premiums will be billed directly to the child or child's legal guardian as applicable. Ongoing premium payment is required to keep coverage in force. The initial premium will be based on the premium rates in effect at the time the child becomes eligible for this continuation. We may change the premium rates at any time upon 60 days written notice to the child or child's legal guardian as applicable.

If the child's legal guardian dies while the child's coverage is in force under this provision, then the child or their new legal guardian must contact us within 31 days of the death for information about how to maintain the child's coverage under this provision.

A child's coverage maintained under this provision will end on the earliest of the following:

- 36 months after the date continuation under this provision started.
- The date coverage would otherwise terminate for the child according to this rider's TERMINATION provision.
- The end of the period for which premiums are paid for the child, if the next required premium contribution is not paid, subject to the GRACE PERIOD provision in the Certificate.
- The date the child becomes covered under any group critical illness or specified disease policy as an employee, member, spouse or child.
- The date the Policy terminates and coverage for all Insured Persons under the Policy terminates, upon 60 days written notice of termination.

Any references to Portability in the BENEFIT PAYMENTS provision on the Children's Critical Illness Rider are replaced by the following:

For MINNESOTA CONTINUATION FOLLOWING DIVORCE, benefits will be paid to your former spouse, and any accrued benefits unpaid at your former spouse's death will be paid to your former's spouse's estate. For MINNESOTA CONTINUATION FOLLOWING DEATH or MINNESOTA CONTINUATION WHEN YOUR CHILD NO LONGER MEETS THE DEFINITION OF CHILD, benefits will be payable to the person responsible for premium payments for that child, and any accrued benefits unpaid at that person's death will be payable to that person's estate.

If your Children's Critical Illness Rider does not include references to Portability in the BENEFIT PAYMENTS provision, then the above statements are added to the BENEFIT PAYMENTS provision on the rider.

III. EFFECTIVE DATE

- The Policy effective date.
- The effective date of your insurance.

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Melissa A. O'Donnell Secretary

ReliaStar Life Insurance Company 20 Washington Avenue South

Minneapolis, Minnesota 55401 (612) 372-5432

NOTICE CONCERNING POLICYHOLDER RIGHTS IN AN INSOLVENCY UNDER THE MINNESOTA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION LAW

If the insurer or health maintenance organization that issued your life, annuity or health insurance policy becomes impaired or insolvent, you are entitled to compensation for your policy or contract from the assets of that insurer. The amount you recover will depend on the financial condition of the insurer or the health maintenance organization.

In addition, residents of Minnesota who purchase life insurance, annuities, health insurance, or health maintenance coverage from insurance companies authorized to do business in Minnesota are protected, SUBJECT TO LIMITS AND EXCLUSIONS, in the event the insurer or health maintenance organization becomes financially impaired or insolvent. This protection is provided by the Minnesota Life and Health Insurance Guaranty Association.

For purposes of this notice, the terms "insurance company" and "insurer" include health maintenance organizations.

Minnesota Life and Health Insurance Guaranty Association 3300 Wells Fargo Center 90 South Seventh Street Minneapolis, Minnesota 55402 Telephone: (612) 322-8713

The maximum amount the Guaranty Association will pay for all policies or contracts issued on one life by the same insurer or health maintenance organization is limited to \$500,000. Subject to this \$500,000 limit, the Guaranty Association will pay up to \$500,000 in life insurance death benefits, \$130,000 in net cash surrender and net cash withdrawal values for life insurance, \$500,000 in health insurance, health maintenance organization, and long-term care benefits, including any net cash surrender and net cash withdrawal values, \$500,000 in disability income insurance, \$250,000 in annuity net cash surrender and net cash withdrawal values, \$410,000 in the present value of annuity benefits for annuities which are part of a structured settlement or for annuities in regard to which periodic annuity benefits, for a period of not less than the annuitant's lifetime or for a period certain of not less than ten years, have begun to be paid on or before the date of impairment or insolvency, or if no coverage limit has been specified for a covered policy or benefit, the coverage limit shall be \$500,000 in present value. Unallocated annuity contracts issued to retirement plans, other than defined benefit plans, established under section 401, 403(b), or 457 of the Internal Revenue code of 1986, as amended through December 31, 1992, are covered up to \$250,000 in net cash surrender and net cash withdrawal values, for Minnesota residents covered by the plan provided, however, that the association shall not be responsible for more than \$10,000,000 in claims from all Minnesota residents covered by the plan. If total claims exceed \$10,000,000, the \$10,000,000 shall be prorated among all claimants. These are the maximum claim amounts. Coverage by the Guaranty Association is also subject to other substantial limitations and exclusions and requires continued residency in Minnesota. If your claim exceeds the Guaranty Association's limits you may still recover a part or all of that amount from the proceeds of the liquidation of the insolvent insurer, if any exist. Funds to pay claims may not be immediately available. The Guaranty Association assesses insurers and health maintenance organizations licensed to sell life and health insurance in Minnesota after the insolvency occurs. Claims are paid from this assessment.

Benefits provided by a long-term care rider to a life insurance policy or annuity contract shall be considered the same type of benefits as the base life insurance policy or annuity contract to which it relates.

THE COVERAGE PROVIDED BY THE GUARANTY ASSOCIATION IS NOT A SUBSTITUTE FOR USING CARE IN SELECTING INSURANCE COMPANIES THAT ARE WELL MANAGED AND FINANCIALLY STABLE. IN SELECTING AN INSURANCE COMPANY CONTRACT OR POLICY, YOU SHOULD NOT RELY ON COVERAGE BY THE GUARANTY ASSOCIATION.

THIS NOTICE IS REQUIRED BY MINNESOTA STATE LAW TO ADVISE POLICYHOLDERS OF LIFE, ANNUITY, HEALTH INSURANCE, OR HEALTH MAINTENANCE ORGANIZATION POLICIES AND CONTRACTS OF THEIR RIGHTS IN THE EVENT THEIR INSURANCE CARRIER BECOMES FINANCIALLY IMPAIRED OR INSOLVENT. THIS NOTICE IN NO WAY IMPLIES THAT THE COMPANY CURRENTLY HAS ANY TYPE OF FINANCIAL PROBLEMS. ALL LIFE, ANNUITY, HEALTH INSURANCE, AND HEALTH MAINTENANCE ORGANIZATION POLICIES AND CONTRACTS ARE REQUIRED TO PROVIDE THIS NOTICE.

Minneapolis, Minnesota

NEW HAMPSHIRE CERTIFICATE ENDORSEMENT

for Group Critical Illness Insurance

Your Certificate has been changed as follows. Please keep this endorsement with your Certificate. This endorsement is subject to all other terms of the Policy.

I. DEFINITIONS

If your Certificate contains a definition of **Pre-Existing Condition**, and the time period in that definition is more than 6 months, then the time period in that definition for you and any Covered Person is limited to 6 months. As it relates to your Children, congenital anomalies are not considered a Pre-Existing Condition.

II. EXCLUSIONS

If your Certificate and any riders contain a PRE-EXISTING CONDITION EXCLUSION, and the length of that exclusion is more than 6 months, then the length of that exclusion for you and any Covered Person is limited to 6 months.

III. CLAIMS

If the PROOF OF CLAIM provisions in your Certificate and any riders indicate that there is a one year limit for providing proof of claim, then this statement does not apply to you.

IV. CHILDREN'S CRITICAL ILLNESS RIDER

If your Certificate includes a Children's Critical Illness Rider, the definition of **Child** or **Children** is changed as follows:

If the definition includes a maximum Child age of less than 26 years, then this maximum is changed to 26 years.

If the definition includes any requirements for full-time students over a certain age, then these requirements do not apply.

V. EFFECTIVE DATE

- The Policy effective date.
- The effective date of your insurance.

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Melissa A. O'Donnell Secretary

Minneapolis, Minnesota

SPOUSE ENDORSEMENT FOR NEW HAMPSHIRE RESIDENTS

Your Certificate(s) and Spouse rider(s) have been changed as follows. Please keep this endorsement with your Certificate(s). This endorsement is subject to all other terms of the Policy.

If your Certificate contains definitions of "You and Your" and "We, Us and Our", then all references to "you" and "your" in this endorsement mean "You and Your" as defined in your Certificate, and all references to "we" and "us" and "our" in this endorsement mean "We, Us and Our" as defined in your Certificate.

I. CONTINUATION FOLLOWING DIVORCE OR LEGAL SEPARATION

If you divorce or legally separate, and the final decree of divorce or legal separation does not expressly prohibit continuation of coverage for your former Spouse, then your former Spouse can elect to continue Spouse coverage for a limited time. The former Spouse must have been insured under our Policy as your Spouse on the date before the date of divorce or legal separation. In order to continue coverage under this provision, the former Spouse has 30 days after the date of divorce or legal separation in which to make the election, pay the first premium, and provide us with the final decree of divorce or legal separation.

When we put the former Spouse on continuation under this provision, the former Spouse becomes the owner of that Spouse coverage under the Policy. All Spouse benefits are payable to the former Spouse. Premiums will be billed directly to the former Spouse. Continued premium payment is required to keep coverage in force. The benefits and premium rates for Spouse coverage continued under this provision will remain the same as though the former Spouse were still eligible as your lawful Spouse. Spouse coverage may not be increased.

Spouse coverage continued under this provision will end on the <u>earliest</u> of the following:

- The 3-year anniversary of the final decree of divorce or legal separation.
- The date of the former Spouse's remarriage.
- The date of your remarriage.
- The date the former Spouse dies.
- The date you die.
- The end date of coverage, if any, as provided by the final decree of divorce or legal separation.
- The end of the period for which the former Spouse paid premiums, if the former Spouse stops making a required premium contribution, subject to the grace period.
- The date the Policy terminates.

If all of the following are true:

- the former Spouse's coverage was being continued under a similar provision of the Employer's prior group policy that provided the same type of coverage as our Policy,
- your coverage under the prior policy is replaced by coverage under our Policy, and
- the former Spouse's coverage under the prior policy stops due to the prior policy's termination,

then the former Spouse can elect to continue the Spouse coverage for the remainder of the time period described above while our Policy is in force. The benefits, premium rates and all other terms for continued Spouse coverage are subject to the terms of our Policy. In order to continue Spouse coverage, the former Spouse has 30 days after your coverage effective date under our Policy in which to make the election, pay the first premium, and provide us with proof of their eligibility for continuation under the prior policy.

II. EFFECTIVE DATE

- The Policy effective date.
- The effective date of your insurance.

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Melissa A. O'Donnell Secretary

NOTICE OF PROTECTION PROVIDED BY NORTH DAKOTA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a brief summary of the North Dakota Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under North Dakota law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity, or health insurance company becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with North Dakota law, with funding from assessments paid by other insurance companies. For purposes of this notice, the terms "insurance company" and "insurer" include health maintenance organizations (HMOs).

The protections provided by the Association are based on contract obligations up to the following amounts:

- Life Insurance
 - > \$300,000 in death benefits
 - > \$100,000 in cash surrender or withdrawal values
- Health Insurance
 - > \$500,000 for health benefit plans (see definition below)
 - > \$300,000 in disability income insurance benefits
 - > \$300,000 in long term care insurance benefits
 - \$100,000 in other types of health insurance benefits
- Annuities
 - > \$250,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values

The maximum amount of protection for each individual, regardless of type of coverage, is \$300,000; however, may be up to \$500,000 with regard to health benefit plans.

"Health benefit plan" is defined in North Dakota Century Code Section 26.1-38.1-02(10) and generally includes hospital or medical expense policies, contracts or certificates, or HMO subscriber contracts that provide comprehensive forms of coverage for hospitalization or medical services, but excludes policies that provide coverages for limited benefits (such as dental-only or vision-only insurance), Medicare Supplement insurance, disability income insurance, and long-term care insurance (LTC).

Benefits provided by a long-term care (LTC) rider to a life insurance policy or annuity contract shall be considered the same type of benefits as the base life policy or annuity contract to which it relates.

NOTE: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. If coverage is available, it will be subject to substantial limitations. There are also various residency requirements and other limitations under North Dakota law. To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at <u>www.ndlifega.org</u>, or contact:

North Dakota Life and Health Insurance Guaranty Association P.O. Box 2422 Fargo, North Dakota 58108 North Dakota Insurance Department 600 East Boulevard Avenue, Dept. 401 Bismarck, ND 58505

COMPLAINTS AND COMPANY FINANCIAL INFORMATION

A written complaint to allege a violation of any provision of the Life and Health Insurance Guaranty Association Act must be filed with the North Dakota Insurance Department, 600 East Boulevard Avenue, Dept. 401, Bismarck, North Dakota, 58505; telephone (701) 328-2440. Financial information for an insurance company, if the information is not proprietary, is available at the same address and telephone number and on the Insurance Department website at <u>www.nd.gov/ndins</u>.

Insurance companies and agents are not allowed by North Dakota law to use the existence of the Association or its coverage to sell, solicit, or induce you to purchase any form of insurance or HMO coverage. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and North Dakota law, then North Dakota law will control.

NOTICE OF PROTECTION PROVIDED BY PENNSYLVANIA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a **brief summary** regarding the protections provided to the policyholders by the Pennsylvania Life and Health Insurance Guaranty Association ("the Association"). This protection was created under Pennsylvania law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your member life, annuity, or health insurance company, RANLI PPO, hospital plan corporation, professional health services plan corporation or health maintenance organization (member insurer) becomes financially unable to meet its obligations. If this should happen, the Association will typically arrange to provide coverage, pay claims, or otherwise provide protection in accordance with Pennsylvania law. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting companies that are well managed and financially stable.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

COVERAGE

Persons Covered

Generally, individuals will be protected by the Association if the member insurer was a member of the Association and the individual lives in Pennsylvania at the time the member insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees of such individuals.

Amounts of Coverage

The basic coverage protections provided by the Association per insured in each insolvency are limited in the aggregate to \$300,000 (or \$500,000 in the case of health benefit plans), including specific limits for the following types of coverage but not in excess of the contractual obligations of the member insurer;

Life insurance:

• Up to \$300,000 in death benefits including up to \$100,000 in net cash surrender or withdrawal value.

Accident, accident and health, or health insurance (including HMOs):

- Up to \$500,000 for health benefit plans, with some exceptions.
- Up to \$300,000 for disability income benefits.
- Up to \$300,000 for long-term care insurance benefits.
- Up to \$100,000 for all other types of health insurance.

Individual Annuities

• Up to \$250,000 in the present value of benefits, including cash surrender and net cash withdrawal values.

LIMITATIONS AND EXCLUSIONS FROM COVERAGE

The Association also does not provide coverage for:

• any policy or contract or portion of a policy or contract which is not guaranteed by the member insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;

- claims based on marketing materials or other documents which are not approved policy or contract forms, claims based on misrepresentations of policy or contract benefits, and other extra-contractual claims;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields or increases based on an index that exceed an average rate specified by statute;
- dividends, experience rating credits, or credits given in connection with the administration of a policy or contract by a group contract holder;
- employers' plans that are self-funded (that is, not insured by member insurer, even if member insurer administers them);
- unallocated annuity contracts (which give rights to group contract holders, not individuals) other than in limited circumstances and amounts;
- certain contracts which establish benefits by reference to a portfolio of assets not owned by the member insurer; or
- policies providing health care benefits for Medicare Parts C or D coverage, for Medicaid or under the Pennsylvania program for Comprehensive Health Care for Uninsured Children.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in Pennsylvania when it issued the policy or contract.
- If the person is provided coverage by the guaranty association of another state.
- A policy issued by a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

NOTICES

Member insurers or their agents are required by law to give or send you this notice, and are prohibited by law from using the existence of the Association to induce you to purchase any kind of insurance or other coverage. Policyholders with additional questions should first contact their member insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at <u>www.palifega.org</u>. You can obtain additional information from the Association by contacting it at the address below. You may also contact the Pennsylvania Insurance Department to file a complaint with the Pennsylvania Insurance Commissioner to allege a violation of any provisions of Pennsylvania laws and regulations relating to insurance including the law establishing the Association:

Pennsylvania Life and Health Insurance

Guaranty Association 290 King of Prussia Road Radnor Station Building 2, Suite 218 Radnor, PA 19087 (610) 975-0572 Pennsylvania Insurance Department 1209 Strawberry Square Harrisburg, PA 17120 1-877-881-6388 www.insurance.pa.gov

The summary provided by this notice and on the Association's website do not limit or alter the more comprehensive and detailed provisions of the law and are subject to change without notice. The statements made herein are for information purposes only. The Association has not reviewed any specific policy, or verified the information provided regarding residency or other relevant factors. Moreover, whether coverage will be provided to any specific policyholder can only be determined by reference to the statute in effect, at the earliest, at the time that the member insurer is declared insolvent. No final determination of coverage can be made until a member insurer is declared insolvent and the specific factual and legal circumstances can be reviewed. Nothing contained herein is intended to guarantee coverage for any insured, or to bind the Association in any way. Finally, this summary and the Association's website are for general information purposes and should not be relied upon as legal advice.

Minneapolis, Minnesota

SOUTH DAKOTA CERTIFICATE ENDORSEMENT

for Group Critical Illness Insurance

Your Certificate has been changed as follows. Please keep this endorsement with your Certificate. This endorsement is subject to all other terms of the Policy.

I. DEFINITIONS

The definition of **Doctor** is changed to add the following statement:

Doctor includes a family member if the family member is the only Doctor in your area provided the Doctor is acting within the scope of his/her practice.

If your Certificate includes a definition of **Pre-Existing Condition**, and the time period in that definition is anything other than 6 months, then this time period is changed to be 6 months.

II. GENERAL PROVISIONS

If your Certificate includes a PORTABILITY provision and that provision states that we may change the portability premium rates at any time with less than 45 days written notice, then this time period is changed to be 45 days.

The same time period change applies to any PORTABILITY FOLLOWING DEATH OR DIVORCE provision if you have a Spouse Critical Illness Rider, and to any PORTABILITY FOLLOWING DEATH provision if you have a Children's Critical Illness Rider.

III. EFFECTIVE DATE

- The Policy effective date.
- The effective date of your insurance.

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Melissa A. O'Donnell Secretary

NOTICE CONCERNING COVERAGE LIMITATIONS AND EXCLUSIONS UNDER THE SOUTH DAKOTA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of South Dakota who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the South Dakota Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policy owners, contract owners, and certificate owners will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The Guaranty Association does not provide coverage for all types of life, health, or annuity benefits, and the Guaranty Association may not provide coverage for this policy or contract. If coverage is provided, it may be subject to substantial limitations or exclusions, and required continued residency in South Dakota. You should not rely on coverage by the South Dakota Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy or contract.

Coverage is NOT provided for your policy or contract for any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association for the purpose of sales, solicitation, or inducement to purchase any kind of insurance policy or contract.

> The South Dakota Life and Health Insurance Guaranty Association Charles D. Gullickson, Executive Director 206 West 14th Street Sioux Falls, South Dakota 57104 Tel. (605) 336-0177 www.sdlifega.org

> > South Dakota Division of Insurance 124 S. Euclid Avenue, 2nd Floor Pierre, South Dakota 57501 Tel. (605) 773-3563 www.dlr.sd.gov/insurance

(Please turn to back of page)

The state law that provides for this safety-net coverage is called the South Dakota Life and Health Insurance Guaranty Association Act. Below is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law, nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are an insured certificateholder under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state. Coverage is also provided by the Guaranty Association to persons eligible to receive payment under structured settlement annuities who are residents of this state and, under certain conditions, such persons even if they are not a resident of this state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are <u>not</u> protected by the Guaranty Association if:

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- the insurer was not authorized to do business in this state;
- their policy or contract was issued by an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy owner, contract owner or certificate owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does **<u>not</u>** provide coverage for:

- any policy or contract or portion of a policy or contract which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- claims based on marketing materials or other documents which are not approved policy or contract forms, claims based on misrepresentations of policy or contract benefits, and other extra-contractual claims;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate specified by statute;
- dividends;
- credits given in connection with the administration of a policy or contract by a group contract holder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- unallocated annuity contracts (which give rights to group contractholders, not individuals);
- certain contracts which establish benefits by reference to a portfolio of assets not owned by the insurer; or
- policies providing health care benefits for Medicare Parts C or D Coverage.

LIMITS ON AMOUNT OF COVERAGE

The Guaranty Association in no event will pay more than what an insurance company would owe under a policy or contract. In addition, state law limits the amount of benefits the guaranty association will pay for any one insured life, and no matter how many policies or contracts there are with the same company, as follows: (i) for life insurance, not more that \$300,000 in death benefits and not more than \$100,000 in net cash surrender and net cash withdrawal values; (ii) for health benefit plans, not more than \$500,000, but not more than \$300,000 for disability insurance and long term care insurance, and not more than \$100,000 for other types of health insurance, and (iii) for annuities, not more than \$250,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values. However, in no event will the Guaranty Association be obligated to cover more than an aggregate of \$300,000 in benefits with respect to any one life except with respect to health benefit plans, for which the aggregate liability of the guaranty association may not exceed \$500,000. These general statements of the limits on coverage are only summaries and the actual limitations are set forth in South Dakota law.

ADDITIONAL INFORMATION

The statutes which govern the Guaranty Association are contained in SDCL Chapter 58-29C. Additional information about the Guaranty Association may be found at <u>www.sdlifega.org</u>, which contains a link to SDCL Chapter 58-29C.

Information about the financial condition of insurers is available from a variety of sources, including financial rating agencies such as A.M. Best Company, Fitch Ratings, Moody's Investors Service, Inc., and Standard & Poor's. Additional information about financial rating agencies may be obtained by clicking on "Useful Links" on the website of the South Dakota Division of Insurance at www.dlr.sd.gov/insurance

The Guaranty Association is subject to supervision and regulation by the director of the South Dakota Division of Insurance. Persons who desire to file a complaint to allege a violation of the statues governing the Guaranty Association may contact the Division of Insurance. State law provides that any suit against the Guaranty Association shall be brought in Hughes County, South Dakota.

Minneapolis, Minnesota

TEXAS CERTIFICATE ENDORSEMENT

for Group Critical Illness Insurance

Your Certificate has been changed as follows. Please keep this endorsement with your Certificate. This endorsement is subject to all other terms of the Policy.

I. DEFINITIONS

If your Certificate includes a Children's Critical Illness Rider, then the definition of **Child** or **Children** is changed as follows:

If the definition includes a maximum Child age of less than 25 years, then this maximum is changed to 25 years.

The definition includes your unmarried grandchild who is your dependent for federal income tax purposes on the date the grandchild is first eligible under this rider. The definition also includes a child for whom you must provide medical support under a court order.

If the definition includes any requirements for full-time students over a certain age, then these requirements do not apply.

II. EFFECTIVE DATE

- The Policy effective date.
- The effective date of your insurance.

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Melissa A. O'Donnell Secretary

Texas Residents: Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

ReliaStar Life Insurance Company

To get information or file a complaint with your insurance company:

Call: Customer Contact Center Manager at 1-800-955-7736

Toll-free: 1-888-238-4840 for Life Insurance and 1-877-236-7564 for Supplemental Benefits Insurance

Email: LifeClaims@voya.com

Mail: 20 Washington Avenue South, Minneapolis, MN 55401

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: <u>www.tdi.texas.gov</u>

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamacion o con su prima de seguro, llame primero a su compania de seguros. Si no puedo resolver el problema, es possible que el Deparamento de Seguros de Texas (Texas Department of Insurance, pro su nombre en ingles) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, tamblen debe presenter una queja a traves del proceso de quejas o de apelaciones de su compania de seguros. Si no lo hace, podria perder su derecho para apelar.

ReliaStar Life Insurance Company

Para obtener informacion o para presenter una queja ante su compania de seguros:

Llame a: Customer Contact Center Manager at 1-800-955-7736

Telefono gratuito: 1-888-238-4840 for Life Insurance and 1-877-236-7564 for Supplemental Benefits Insurance

Correo electronico: LifeClaims@voya.com

Direccion postal: 20 Washington Avenue South, Minneapolis, MN 55401

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacion ada con los seguros o para presenter una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electronico: ConsumerProtection@tdi.texas.gov

Direccion postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

Notice of Protection Provided by Utah Life and Health Insurance Guaranty Association

This notice provides a brief summary of the Utah Life and Health Insurance Guaranty Association (Association) and the protection it provides for policyholders. This safety net was created under Utah law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity, or health insurance company becomes financially unable to meet its obligations and is taken over by its insurance department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Utah law, with funding from assessments paid by other insurance companies. (For the purposes of this notice, the terms "insurance company and "insurer" include health maintenance organizations (HMOs) and limited health plans.)

The basic protections provided by the Association are:

Life Insurance

o \$500,000 in death benefits

o \$200,000 in cash surrender or withdrawal values

Health Insurance

- o \$500,000 in hospital, medical and surgical insurance benefits
- o \$500,000 in long-term care insurance benefits
- o \$500,000 for disability income insurance benefits
- o \$500,000 in other types of health insurance benefits
- Annuities

o \$250,000 in the present value of annuity benefits in aggregate, including any net cash surrender and net cash withdrawal values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$500,000. Special rules may apply with regard to hospital, medical, and surgical insurance benefits.

NOTE: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Utah law.

To learn more about the above protections, please visit the Association's website at www.utlifega.org, or contact:

Utah Life and Health Insurance Guaranty Assoc. 32 West 200 South #150 Salt Lake City, UT 84101 (801)320-9955 Utah Insurance Department State Office Bldg., Rm. 3110 Salt Lake City, UT 84114 (801) 538-3800

Wisconsin Complaint Notice

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? – If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

ReliaStar Life Insurance Company Customer Service P.O. Box 20 Minneapolis, MN 55440-0020 1-877-236-7564

You can also contact the OFFICE OF THE COMMISSIONER OF INSURANCE, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can file a complaint electronically with the OFFICE OF THE COMMISSIONER OF INSURANCE

at its website at <u>http://oci.wi.gov/</u>, or by contacting: Office of the Commissioner of Insurance Complaints Department P.O. Box 7873 Madison, WI 53707-7873 1-800-236-8517 608-266-0103. The Summary Plan Description on the following pages is provided to you at the request of the Policyholder. It is not part of the insurance certificate.

SUMMARY PLAN DESCRIPTION

For a Plan of Insurance Underwritten by ReliaStar Life Insurance Company P.O. Box 122 Minneapolis, Minnesota 55440-0122

Plan Name, Number and Name and Address of Plan Sponsor: Petco Animal Supplies Stores, Inc. 73138-2CCI2 PETCO Animal Supplies Stores, Inc. 10850 Via Frontera San Diego, CA, 92127

Name, Address, and Telephone Number of the Plan Administrator: Tanya Ruyle, Benefits Operations Manager 654 Richland Hills Drive

San Antonio, TX, 78245 888-435-7845

Identification Numbers

IRS Employer Identification Number: 33-0479906 Plan Number: 501

Agent for Legal Process: Plan Administrator

Trustees: None

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

Type of Administration: Records maintained by Policyholder.

Premium Payments: Premiums are 100% Employee paid.

Plan Year: February - January

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

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

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

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

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

Amendment or Termination of Plan: The Plan Sponsor makes no promise to continue these benefits in the future and rights to future benefits will never vest. The Plan Sponsor reserves the right to amend, modify, revoke or terminate the plan, in whole or part, at any time. ReliaStar Life Insurance Company's policy may be amended or terminated as set forth in the Policy.

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

SUMMARY PLAN DESCRIPTION

CLAIM PROCEDURES FOR CRITICAL ILLNESS INSURANCE

- 1) Information regarding claim submission may be obtained from the Plan Administrator or Human Resource Department.
- 2) ReliaStar Life Insurance Company (ReliaStar Life) will process the claim and make payment or issue a denial notice.
- 3) Written notice of denial of a claim will be furnished to the claimant within 90 days after receipt of the claim. An extension of 90 days will be allowed for processing the claim if special circumstances are involved. The claimant will be given notice of any such extension. The notice will state the special circumstances involved and the date a decision is expected.
- 4) The notice of denial will be written in an understandable manner and include the following:
 - a. The specific reason(s) for the denial.
 - b. Specific reference to the provision which forms the basis of the denial.
 - c. A description of additional information, if any, which would enable a claimant to receive the benefits sought and an explanation of why it is needed.
 - d. An explanation of the claim review procedure, including the time limits applicable to such procedures and notice of the claimant's right to bring a civil action pursuant to Section 502(a) of ERISA following an adverse decision on appeal.
- 5) The claimant may request an appeal at any time during the 60-day period following receipt of the notice of denial of the claim.
- 6) ReliaStar Life will consider requests for an appeal of a denied claim upon written application of the claimant or his or her duly authorized representative. As part of the appeal, the claimant has the right, upon request and free of charge, to access or obtain copies of all documents, records and other information that is relevant to the claim for benefits. The claimant may, in the course of this appeal, submit to ReliaStar Life written comments, documents, records, and other information relating to the claim. ReliaStar Life will provide a full and fair review that takes into account all comments, documents, records and other information submitted by the claimant without regard to whether such information was submitted or considered in the initial benefit determination. Review of claim denials and final decisions on appeal are the responsibility of ReliaStar Life.
- 7) ReliaStar Life will provide the claimant with a written decision of the final determination of the claim. This decision will be written in an understandable way, state the specific reason(s) for the decision, and make specific reference to the provision(s) on which the decision is based. This decision will be issued as soon as practicable from the date of appeal, but not longer than 60 days unless an extension is needed. An extension of 60 days will be allowed for making this decision if special circumstances are present. The claimant will be given notice if this extension is necessary. If the decision on review is not received within these time limits, the claim may be considered denied. If the claimant receives an adverse benefit determination, the claimant will then have the right to bring a civil action pursuant to Section 502(a) of ERISA.
- 8) ReliaStar Life has final discretionary authority to determine all questions of eligibility and status, to interpret and construe the terms of this policy(ies) of insurance, and to make claim determinations.

SUMMARY PLAN DESCRIPTION

STATEMENT OF ERISA RIGHTS

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

Receive Information About Your Plan and Benefits

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

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

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

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

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

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

Assistance with Your Questions

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