

## CONTENTS

|   |    |
|---|----|
| CERTIFICATION PAGE                                  | 1  |
| SCHEDULE OF BENEFITS                                | 2  |
| EMPLOYEE'S INSURANCE                                | 4  |
| LIFE INSURANCE                                      | 7  |
| Waiver of Life Insurance Premium Disability Benefit | 8  |
| Accelerated Death Benefit                           | 10 |
| Accidental Death & Dismemberment (AD&D) Insurance   | 12 |
| CONVERSION RIGHTS                                   | 14 |
| CLAIM PROCEDURES                                    | 16 |
| GENERAL PROVISIONS                                  | 17 |
| DEFINITIONS   | 18 |

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## **CONTENTS**

**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 OR CALL US AT:**

**ReliaStar Life Insurance Company  
P.O. Box 20  
Minneapolis, Minnesota 55440  
Telephone Number: (800) 955-7736**

**YOU WILL NEED TO PROVIDE YOUR POLICY NUMBER WITH ANY COMMUNICATION.**

**IF YOU DO NOT REACH A SATISFACTORY RESOLUTION AFTER HAVING DISCUSSIONS WITH US, OR OUR AGENT OR REPRESENTATIVE, OR BOTH, YOU MAY CONTACT THE FOLLOWING UNIT WITHIN THE DEPARTMENT OF INSURANCE THAT DEALS WITH CONSUMER AFFAIRS:**

**California Department of Insurance  
Consumer Communications Bureau  
300 South Spring Street, South Tower  
Los Angeles, California 90013  
Outside Los Angeles: 1-800-927-HELP (1-800-927-4357)  
Los Angeles: (213) 897-8921**

**RELIASTAR LIFE INSURANCE COMPANY  
Minneapolis, Minnesota 55440**

ReliaStar Life Insurance Company (ReliaStar Life) certifies that it has issued the Group Policy listed below to the Policyholder. All benefits are controlled by the terms and conditions of the Group Policy.

The Group Policy is on file in the Policyholder's office. You may look at the Group Policy there.

**Group Policy Number  
65764-6GAT**

**Policyholder  
TAP Operating Company, LLC**

Your beneficiary is the last beneficiary you named, according to the records on file in ReliaStar Life's Home Office or on file with the Plan Administrator, if applicable. You may change your beneficiary any time, according to the terms of the Group Policy.

The certificate summarizes and explains the parts of the Group Policy which apply to you. This certificate is not an insurance policy. In any case of differences or errors, the Group Policy rules.

This certificate replaces any other certificates ReliaStar Life may have given you under the Group Policy.



Registrar

## SCHEDULE OF BENEFITS

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

| <b>Class</b>                       | <b>Amount of Life Insurance*</b>  | <b>Full Amount of AD&amp;D Insurance*</b>                     |
|------------------------------------|---|---|
| All Eligible Employees             | The lesser of: 1 times your Basic Yearly Earnings or \$50,000                                       | The lesser of: 1 times your Basic Yearly Earnings or \$50,000 |
| Employees approved for portability | Approved ported amount, not to exceed the lesser of 5 times your Basic Yearly Earnings or \$500,000 | Approved ported amount, not to exceed ported Life amount      |

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

- From your 65th birthday to age 70, ReliaStar Life pays 65%,
- From your 70th birthday to age 75, ReliaStar Life pays 40%,
- From your 75th birthday and after, ReliaStar Life pays 25%.

\*If your total amount of ported Life coverage at age 79 is more than \$25,000, then your total amount of ported Life coverage will decrease on your 80th birthday to \$25,000.

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

**Basic Yearly Earnings** – the yearly salary or wage you receive for work done for the Policyholder. It does not include bonuses, commissions or overtime pay. To determine benefits, your amount of insurance is rounded to the next higher \$1,000 multiple unless the amount equals a multiple of \$1,000.

#### **Accelerated Death Benefit**

This benefit is equal to 50% of your amount of Life Insurance in force, or \$100,000, whichever is less. This benefit is available to employees only. Employees must have at least \$10,000 in Life Insurance coverage in force to qualify for this benefit.

## SCHEDULE OF BENEFITS

### Proof of Good Health

Proof of good health is required for amounts in excess of the limits described below. For proof of good health, a completed Evidence of Insurability form must be submitted to ReliaStar Life for approval.

### Employee-Basic Life Insurance

#### Limit without Proof

- |  |                                 |
|--|---------------------------------|
| • Coverage on the Group Policy Effective Date continued from the Policyholder's prior plan...                    | Current amount, up to \$500,000 |
| • Initial eligibility on or after the Group Policy Effective Date...   | \$500,000                       |
| • Increases due to salary, job or class changes, that combined with existing coverage do not exceed \$500,000... | Amount of the increase          |

## EMPLOYEE'S INSURANCE

### Eligibility

You are eligible on the later of the following dates:

- The Group Policy's Effective Date, August 1, 2007.
- The first day of the month after the date you complete 90 days of continuous service with the Policyholder.

You must meet the following conditions to become insured:

- Be eligible for the insurance.
- Be actively at work.
- If applicable, give to ReliaStar Life proof of good health, which it approves, as required on the Schedule of Benefits.

### Effective Date of Employee's Insurance

Your insurance starts on the latest of the following dates:

- The date you become eligible.
- The date you return to active work if you are not actively at work on the date insurance would otherwise start. **Exception:** Your insurance starts on a nonworking day if you were actively at work on your last scheduled working day before the nonworking day.
- The date ReliaStar Life approves your proof of good health, if proof is required.

### Effective Date of Change in Amount of Insurance

If there is an increase in the amount of your insurance, the increase will take effect on:

- The date of the increase, if you are actively at work on that date.
- The date you return to active work, if you are not actively at work on the date your insurance increases.
- The nonworking day on which the increase was effective, if you were actively at work on your last scheduled working day before the nonworking day.

If proof of good health is required, the increase will take effect on the later of the dates indicated above or the date ReliaStar Life approves your proof of good health.

A decrease in the amount of your insurance will take effect on the date of the decrease.

### Termination of Insurance

Your insurance stops on the earliest of the following dates:

- For coverage not ported, the date you were last actively at work for the Policyholder.
- For coverage not ported, the date you are no longer eligible for insurance under the Group Policy.
- For coverage not ported, the date you retire.
- The end of the period for which you paid premiums, if you do not make the next required premium contribution when due.

## EMPLOYEE'S INSURANCE

- The date the Policyholder replaces the Life Insurance under this plan with a similar life insurance plan through another insurance carrier, if you are actively at work for the Policyholder on that date.
- The date the Group Policy terminates.
- For ported Life Insurance, the date you attain age 80.
- For ported AD&D Insurance, the date you attain age 70.
- For all AD&D Insurance, the date your Life Insurance terminates or the date your Life Insurance premiums are waived due to total disability. For coverage not ported, AD&D Insurance stops at the beginning of the period in which you are eligible to convert your Life Insurance.
- For Accelerated Death Benefit, the date your Life Insurance terminates. For coverage not ported, the Accelerated Death Benefit stops at the beginning of the period in which you are eligible to convert your Life Insurance.
- For Accelerated Death Benefit on ported Life Insurance, the date you attain age 70.

ReliaStar Life stops providing a specific benefit to you on the date that benefit is no longer provided under the Group Policy.

### **Family and Medical Leave Act of 1993**

Certain employers are subject to the FMLA. If you have a leave from active work certified by your employer, then for purposes of eligibility and termination of coverage you will be considered to be actively at work. Your coverage will remain in force so long as you continue to meet the requirements as set forth in the FMLA.

### **Continuation of Insurance**

If you are no longer eligible for insurance because you stop active work, the Policyholder may continue your insurance. Premiums must be paid. Your continuation of insurance is subject to all other terms of the Group Policy. The length of time your insurance continues depends on the reason you stop active work.

Your continuation of insurance stops on the earliest of the following dates:

- The end of the period for which your premiums were paid, if the next premium contribution is not paid on time.
- The date the Group Policy stops.
- The end of the third policy month after the policy month during which you stop active work, if you stop active work due to non-medical leave of absence, temporary layoff, or the Policyholder suspending operations.

## EMPLOYEE'S INSURANCE

- The date you attain age 65, if you stop active work due to sickness or accidental injury.
- The date your insurance has been continued for 12 months, if you stop active work due to sickness or accidental injury.

### **Portability**

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

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

You must apply for portability within 31 days of the date your insurance terminates due to the following:

- You retire or terminate employment with the Policyholder, if coverage is in effect for active employees under the Group Policy; or
- The Policyholder terminates Life Insurance for active employees under the Group Policy and does not replace it with a similar life insurance plan; or
- You are no longer eligible for Employee's Insurance under the Group Policy; or
- All other continuation under the Group Policy ends.

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

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

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

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



## LIFE INSURANCE

### **Employee's Life Insurance**

ReliaStar Life pays a death benefit to your beneficiary if written proof is received that you have died while this insurance is in force. The death benefit is the amount of Life Insurance for your class shown on the Schedule of Benefits in effect on the date of your death.

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

### **Beneficiary**

The beneficiary is named to receive the proceeds to be paid at your death. You may name more than one beneficiary. The Policyholder cannot be the beneficiary.

You may name, add or change beneficiaries by written request as described below. You may also choose to name a beneficiary that you cannot change without his or her consent. This is an irrevocable beneficiary.

You may name, add or change beneficiaries by written request if all of the following conditions are met:

- Your coverage is in force.
- ReliaStar Life has written consent of all irrevocable beneficiaries.
- You have not assigned the ownership of your insurance. The rights of an assignee are described in the Assignment section.

All requests are subject to the approval of ReliaStar Life. A change will take effect as of the date it is signed but will not affect any payment ReliaStar Life makes or action it takes before receiving your notice.

### **Payment of Proceeds**

ReliaStar Life pays proceeds to the beneficiary. If there is more than one beneficiary, each receives an equal share, unless you have requested otherwise, in writing. To receive proceeds, a beneficiary must be living on the earlier of the following dates:

- The date ReliaStar Life receives proof of your death.
- The tenth day after your death.

If there is no eligible beneficiary or if you did not name one, ReliaStar Life pays the proceeds in the following order:

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

The person must be living on the tenth day after your death.

## LIFE INSURANCE

### Settlement Options

Settlement options are alternative ways of paying the proceeds under the Group Policy. Proceeds is the amount of each benefit ReliaStar Life pays when you die or when you receive a lump sum amount under the Accelerated Death Benefit. To find out more about settlement options, please contact the Policyholder.

### Waiver of Life Insurance Premium Disability Benefit

ReliaStar Life waives your Life Insurance premium that becomes due while you are totally disabled. The premium will be waived if you satisfy certain conditions. When ReliaStar Life waives a premium, the amount of Life Insurance equals the amount that would have been provided if you had not become totally disabled. That amount will reduce or stop according to the Schedule of Benefits in effect on the date total disability begins.

When ReliaStar Life waives a premium it includes Life Insurance, Accelerated Death Benefit, and Waiver of Premium. It does not include AD&D Insurance or any other benefits as elected under this certificate which were effective at the time of disability.

### Conditions, Notice and Proof of Total Disability

ReliaStar Life requires written notice of claim and proof of total disability to waive your premium. All of the following conditions must also be met:

- Total disability must begin before your 60th birthday.
- You are insured for the Waiver of Life Insurance Premium Disability Benefit on the date you become totally disabled.
- You continue to be totally disabled.
- Your insurance is in force when you suffer the sickness or accidental injury causing the total disability.
- All premiums are paid up to the date the Waiver of Premium is approved by ReliaStar Life.

ReliaStar Life needs written notice of claim before it waives any premium. This notice must be received –

- while you are living,
- while you are totally disabled, and
- within one year from the date total disability begins. If you cannot give ReliaStar Life notice within one year, your claim is still valid if you show you gave ReliaStar Life notice as soon as reasonably possible.

ReliaStar Life needs proof of your total disability before any premiums can be waived. ReliaStar Life may require you to have a physical exam by a doctor it chooses. ReliaStar Life pays for that exam. ReliaStar Life can only require one exam a year after premiums have been waived for 2 full years.

## LIFE INSURANCE

When ReliaStar Life approves your proof of total disability, premiums are waived as of the date you became totally disabled. ReliaStar Life refunds, to the Policyholder, any premium paid for a period during which you were totally disabled. It is the Policyholder's responsibility to refund to you any part of the premium you paid.

### **Termination of Waiver of Premium**

ReliaStar Life stops waiving premiums on the earliest of the following dates:

- The date you are no longer totally disabled.
- The date you do not give ReliaStar Life proof of total disability when asked.
- The date you attain age 65.

If ReliaStar Life stops waiving your premiums, your Life Insurance will stay in force only if all of the following conditions are met:

- The Life Insurance under the Group Policy is still in force.
- You are eligible for Employee's Insurance under the Group Policy.
- Your premium payments are resumed.

The amount of Life Insurance that stays in force will be the amount shown on the Schedule of Benefits in effect on the date your premium payments are resumed.

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

If you buy an individual policy under the Conversion Right of the Group Policy during the first year of your total disability, your Life Insurance may be restored. ReliaStar Life will cancel the individual policy as of its issue date if within 12 months of the date you become totally disabled you –

- file a claim under this provision and ReliaStar Life approves it, and
- surrender the individual policy without claim, except for refund of premium.

When ReliaStar Life cancels your individual policy, ReliaStar Life –

- refunds all premiums paid for the individual policy.
- restores your Life Insurance under the Group Policy.
- retains the beneficiary named under the individual policy as beneficiary under the Group Policy, unless you ask ReliaStar Life to change the beneficiary in writing.

## LIFE INSURANCE

### Accelerated Death Benefit

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

ReliaStar Life pays this benefit if it has been determined that you have a terminal condition. Accelerated Death Benefit proceeds is the amount ReliaStar Life pays to you or your legal representative while you are living when it has been determined that you have a terminal condition. The Accelerated Death Benefit proceeds are paid in one lump sum and are paid only once. This lump sum payout is the only Settlement Option available to you prior to your death.

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

To receive the Accelerated Death Benefit, **all** of the following conditions must be met. You must:

- request this benefit in writing while you are living. If you are unable to request this benefit yourself, your legal representative may request it for you.
- be insured as an employee for Life Insurance benefits.
- have Life Insurance benefits of at least \$10,000 as shown on the Schedule of Benefits.
- provide to ReliaStar Life a doctor's statement which gives the diagnosis of your medical condition; and states that because of the nature and severity of such condition, your life expectancy is no more than 6 months. ReliaStar Life may require that you be examined by a doctor of its choosing. If ReliaStar Life requires this, ReliaStar Life pays for the exam.
- provide to ReliaStar Life written consent from any irrevocable beneficiary, assignee, and, in community property states, from your spouse.

### Benefit Payment

ReliaStar Life pays the Accelerated Death Benefit proceeds to you unless both of the following are true:

- It is shown, to the satisfaction of ReliaStar Life, that you are physically and mentally incapable of receiving and cashing the lump sum payment.
- A representative appointed by the courts to act on your behalf does not make a claim for the payment.

## LIFE INSURANCE

If ReliaStar Life does not pay you because the two above conditions apply, payments instead will be made to one of the following:

- A person who takes care of you.
- An institution that takes care of you.
- Any other person ReliaStar Life considers entitled to receive the payments as your trustee.

### **Accelerated Death Benefit Exclusions**

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

- the required Accelerated Death Benefit premium or Life Insurance premium is due and unpaid.
- the terminal condition is directly or indirectly caused by attempted suicide or intentionally self-inflicted injury, whether sane or insane.

### **Effects on Coverage**

When ReliaStar Life pays out this benefit, your coverage is affected in the following ways:

- Your total available Life Insurance benefit equals your amount of Life Insurance shown on the Schedule of Benefits at the time you apply for the Accelerated Death Benefit.
- Your Life Insurance benefit is reduced by the Accelerated Death Benefit proceeds paid out under this provision.
- Your Life Insurance benefit amount which you may convert is reduced by the Accelerated Death Benefit proceeds paid out under this provision.
- You will not be able to increase your Life Insurance benefit after ReliaStar Life approves you to receive the Accelerated Death Benefit.
- Your premium is based upon the Life Insurance benefit amount in force prior to any proceeds paid under this Accelerated Death Benefit provision. Such premium must be paid, unless waived, to keep the Life Insurance coverage in force.
- Your remaining Life Insurance benefit is subject to future age reductions, if any, as shown on the Schedule of Benefits.
- You will not be able to reinstate your coverage to its full amount in the event of a recovery from a terminal condition.
- Your receipt of Accelerated Death Benefit proceeds does not affect your Accidental Death and Dismemberment Insurance. Thus, if you should die in an accident after receiving Accelerated Death Benefit Proceeds, your Accidental Death and Dismemberment Insurance will be based on your Life Insurance in force prior to the Accelerated Death Benefit payout, provided your premium is not being waived.

## LIFE INSURANCE

### Accidental Death & Dismemberment (AD&D) Insurance

ReliaStar Life pays this benefit if you suffer a covered loss due to a covered accident. All of the following conditions must be met:

- You are covered for AD&D Insurance on the date of the accident.
- Loss occurs within 180 days of the date of the accident.
- The cause of the loss is not excluded.

ReliaStar Life pays the benefit shown below if you suffer any of the losses listed. The Full Amount is shown on the Schedule of Benefits. ReliaStar Life pays only one Full Amount while the Group Policy is in effect. If you have a loss for which ReliaStar Life paid 1/2 of the Full Amount, ReliaStar Life pays no more than 1/2 of the Full Amount for the next loss.

| <b>For:</b>   | <b>The benefit is:</b> |
|---|------------------------|
| Loss of life .....  | Full Amount            |
| Loss of both hands, both feet or sight of both eyes ..... | Full Amount            |
| Loss of one hand and one foot .....                       | Full Amount            |
| Loss of speech and hearing in both ears .....             | Full Amount            |
| Loss of one hand or one foot and sight of one eye .....   | Full Amount            |
| Loss of one hand or one foot or sight of one eye .....    | 1/2 Full Amount        |
| Loss of speech .....                                      | 1/4 Full Amount        |
| Loss of hearing in both ears .....                        | 1/4 Full Amount        |
| Loss of thumb and index finger of same hand .....         | 1/4 Full Amount        |

Loss of hands or feet means loss by being permanently, physically severed at or above the wrist or ankle. Loss of sight means total and permanent loss of sight. Loss of speech and hearing means total and permanent loss of speech and hearing. Loss of thumb and index finger means loss by being permanently, physically, entirely severed.

ReliaStar Life does not pay a benefit for loss of use of the hand or foot or thumb and index finger.

Death benefits are paid to your beneficiary. All other benefits are paid to you.

## LIFE INSURANCE

### Accidental Death and Dismemberment Exclusions

ReliaStar Life does not pay benefits for loss directly or indirectly caused by any of the following:

- Suicide or intentionally self-inflicted injury, while sane or insane.
- Physical or mental illness.
- Bacterial infection or bacterial poisoning. **Exception:** Infection from a cut or wound caused by an accident.
- Riding in or descending from an aircraft as a pilot or crew member.
- Any armed conflict, whether declared as war or not, involving any country or government.
- Injury suffered while in the military service for any country or government.
- Injury which occurs when you commit or attempt to commit a felony.
- Use of any drug, narcotic or hallucinogenic agent –
  - unless prescribed by a doctor.
  - which is illegal.
  - not taken as directed by a doctor or the manufacturer.
- Your intoxication. Intoxication means your blood alcohol content meets or exceeds the legal presumption of intoxication under the laws of the state where the accident occurred.

## CONVERSION RIGHTS

### Life Insurance

You may convert this insurance to an individual life insurance policy if any part of your Life Insurance under the Group Policy stops. Proof of good health is not required.

### Conditions for Conversion

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

- For coverage not ported, you are no longer actively at work.
- For coverage not ported, you are no longer eligible for Employee's Insurance under the Group Policy.
- For ported coverage, you have reached the termination age under the Group Policy.
- The Group Policy is changed or cancelled, and your Life Insurance under the Group Policy has been in effect for at least 5 years in a row.
- Your premiums are no longer being waived due to total disability, and your group Life Insurance terminates.
- For your Life Insurance, the amount of insurance is reduced.

You may convert this insurance by applying and paying the first premium for an individual policy within 31 days after any part of your insurance stops.

If you are not given notice of this conversion right within 16 days after any part of this insurance stops, you will have more time to apply and pay the first premium for the individual policy. This additional time period will end 25 days after you are given notice of this conversion right. In no event will the additional time period extend for more than 91 days after any part of your Life Insurance stops.

ReliaStar Life or the Policyholder must be notified if you wish to convert. ReliaStar Life will supply you with a conversion form to complete and return.

### Type of Converted Policy

You may purchase any individual nonparticipating policy offered by ReliaStar Life, except term insurance. The new policy must provide for a level amount of insurance and have premiums at least equal to those of ReliaStar Life's whole life plan with the lowest premium.

If your previous coverage included additional benefits such as disability, Accidental Death and Dismemberment Insurance or the Accelerated Death Benefit, the new insurance will not include these benefits.



## **CONVERSION RIGHTS**

### **Amount of Conversion Coverage**

If your Life Insurance is changed or cancelled because the Group Policy is changed or cancelled, and your Life Insurance under the Group Policy has been in effect for at least 5 years in a row, the amount of the individual policy is limited to the lesser of –

- \$5,000, or
- the amount of your Life Insurance which stops, minus the amount of other group insurance for which you become eligible within 31 days of the date your insurance stops.

If your Life Insurance stops for any reason other than the above, the amount of your individual policy may be any amount up to the amount of your Life Insurance that stopped.

### **Effective Date**

The new policy takes effect 31 days after the part of your Life Insurance being converted stops.

If you die within the 31-day period allowed for making application to convert, ReliaStar Life will pay a death benefit to your beneficiary in the amount you were entitled to convert. ReliaStar Life will pay the amount whether or not application was made. ReliaStar Life will return any premium paid for the individual policy to your beneficiary named under the Group Policy.

### **Premiums**

Premiums for the new policy are based on your age on the date of conversion.

## **CLAIM PROCEDURES**

### **Submitting a Claim**

You or someone on your behalf must send ReliaStar Life written notice of the loss on which your claim will be based. The notice must –

- include information to identify you, like your name, address and Group Policy number.
- be sent to ReliaStar Life or to the authorized administrator.
- be sent within 91 days after the loss for which claim is based has occurred or as soon as reasonably possible.

### **Claim Forms**

ReliaStar Life or its authorized administrator will send proof of loss claim forms within 15 days after ReliaStar Life receives notice of claim.

Completed proof of loss claim forms or other written proof of loss detailing how the loss occurred must be sent to ReliaStar Life within 91 days after the loss or as soon as reasonably possible.

## GENERAL PROVISIONS

### **Life Insurance Assignment**

You can change the owner of your Life Insurance under the Group Policy by sending ReliaStar Life written notice. This change is an absolute assignment. You cannot make an absolute assignment to the Policyholder. You transfer all your rights and duties as owner to the new owner. The new owner can then make any change the Group Policy allows. A request for an absolute assignment –

- does not change the insurance or the beneficiary.
- applies only if ReliaStar Life receives your notice.
- takes effect from the date signed.
- does not affect any payment ReliaStar Life makes or action ReliaStar Life takes before receiving your notice.

A collateral assignment is not allowed.

ReliaStar Life assumes no responsibility for the validity of any assignment. You are responsible to see that the assignment is legal in your state and that it accomplishes the goals that you intend.

### **Legal Action**

Legal action may not be taken to receive benefits until 60 days after the date proof of loss is submitted according to the requirements of the Group Policy. Legal action must be taken within 3 years after the date proof of loss must be submitted.

If the Policyholder's state requires longer time limits, ReliaStar Life will comply with the state's time limits.

### **Exam and Autopsy**

For AD&D Insurance, when reasonably necessary, ReliaStar Life may have you examined while a claim is pending under the Group Policy. ReliaStar Life pays for the initial exam. ReliaStar Life may have an autopsy made if you die, if not forbidden by state law.

### **Incontestability**

Your insurance has a contestable period starting with the effective date of your insurance and continuing for 2 years while you are living. During that 2 years, ReliaStar Life can contest the validity of your insurance because of inaccurate or false information received relating to your insurability. Only statements that are in writing and signed by you can be used to contest the insurance.

## DEFINITIONS

**Accident** – an unexpected, external, violent and sudden event.

**Active Work, Actively at Work** – the employee is physically present at his or her customary place of employment with the intent and ability of working the scheduled hours and doing the normal duties of his or her job on that day.

**Domestic Partner** – another adult with whom you have a Declaration of Domestic Partnership registered with the California Secretary of State. A copy of the certified registration may be required as proof.

**Employee** – an active employee residing in the United States who is employed by the Policyholder and is regularly scheduled to work on at least a 30-hour-per-week basis. Temporary and seasonal employees are excluded.

**Group Policy** – the written group insurance contract between ReliaStar Life and the Policyholder.

**Nonworking Day** – a day on which the employee is not regularly scheduled to work, including time off for the following:

- Vacations.
- Personal holidays.
- Weekends and holidays.
- Approved nonmedical leave of absence.
- Paid Time Off for nonmedical-related absences.

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

- Medical leave of absence. Time off for a medical leave of absence will be considered a scheduled working day.
- Temporary layoff.
- The Policyholder suspending its operations, in part or total.
- Strike.

**Policyholder** – TAP Operating Company, LLC.

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

**Spouse** – your lawful husband or wife.

**Terminal Condition** – an injury or sickness which is expected to result in your death within 6 months and from which there is no reasonable chance of recovery. ReliaStar Life, or a qualified party chosen by ReliaStar Life, will make this determination.

**Total Disability, Totally Disabled** – your inability, due to sickness or accidental injury, to work at or perform the material and substantial duties of any job suited to your education, training or experience.

## **DEFINITIONS**

**Written, In Writing** – signed, dated and received at ReliaStar Life's Home Office in a form ReliaStar Life accepts.

**You, Your** – an employee insured for Employee's Insurance under the Group Policy.